



REQUEST FOR QUOTATION (RFQ)

To Service providers

From: Njabulo Hlongwane
Supply Chain Management

Tel. no.: 011 544-1000

Reference: RFQ/CPT/2023/020

Subject: APPOINTMENT OF A REGISTERED ASBESTOS CONTRACTOR FOR THE DEMOLITION ASBESTOS ABATEMENT, AND INSTALLATION OF TEMPORARY SERVICES OF FOURTEEN (14) EXISTING TIMBER RESIDENTIAL STRUCTURES IN KHAYALETHU, KNYSNA, WESTERN CAPE.

A proposal(s) **MUST** be submitted to:

4 KIKUYU ROAD

SUNNINGHILL

2157

Closing Date: **07 March 2024**

Closing Time: **11h00**

Proposal(s) must be addressed to THE SCM Department HEAD OFFICE before the closing date and time shown above.

SUPPLIER TO NOTE:

- A) ALL PROPOSALS MUST ONLY BE DELIVERED TO THE ADDRESS PROVIDED ABOVE
- B) THE HDA CONDITIONS OF PURCHASE WILL APPLY

C) LATE / INCOMPLETE PROPOSALS WILL NOT BE CONSIDERED

ITEM NO.	DESCRIPTION	QTY	Unit of Measure	TOTAL PRICE (EXCL. VAT)	TOTAL PRICE (INCL. VAT)
	<p>APPOINTMENT OF A REGISTERED ASBESTOS CONTRACTOR FOR THE DEMOLITION ASBESTOS ABATEMENT, AND INSTALLATION OF TEMPORARY SERVICES OF FOURTEEN (14) EXISTING TIMBER RESIDENTIAL STRUCTURES IN KHAYALETHU, KNYSNA, WESTERN CAPE</p> <p>Please see attached scope of work/Terms of Reference.</p>				

EVALUATION CRITERIA

The evaluation of proposals is to determine whether the Bidder is capable of delivering the Goods/Services and works. Bidders will be evaluated according to the following Evaluation Criteria:

Stage1- Adherence to Compliance checklist requirements,

Stage 2= Functionality, Bidder to meet a specific threshold to proceed to final stage (see attached TOR)

stage3: Price and Specific Goals

Evaluation criteria	Weighting
Specific Goals	20
Price	80
TOTAL	100

Price Evaluation: The evaluation for price will be done based on the following formula:

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

Where

PS = Points scored for price of tender under consideration

Pt = Rand value of offer tender consideration

$Pmin$ = Rand value of lowest acceptable tender

Specific Goals Evaluation: A bidder must submit proof or documentation to claim points for specific goals. A bidder failing to submit proof or documentation to claim points for specific goals will be interpreted to mean that preference points for specific goals are not claimed. The bidder may not be disqualified but will score 0 points out of 20 for specific goals.

The Specific Goals allocated points in terms of this tender	Number of Points	Proof / Documentation required to Claim Points for Specific Goals
Size of Company (Maximum points = 7 points)		
• EME	7	CSD and Sworn Affidavit
• QSE	5	CSD and Sworn Affidavit
• GE or others	3	Letter from Auditors or Authorised person confirming annual turn over
Black Women Owned (Maximum points = 5 points)		
75% - 100%	5	CSD and Sworn Affidavit
51% - 74.99 -	3	CSD and Sworn Affidavit
Below 51%	1	CSD and Sworn Affidavit
Historically Disadvantaged South Africans* (maximum Points 2)	2	CSD
Youth (Maximum points 3)	3	CSD and Sworn Affidavit
Disabled People	3	CSD and Sworn Affidavit

***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).**

DELIVERY PERIOD: Suppliers are requested to offer their earliest delivery period possible.

Delivery will be effected within working days from date of order. (To be completed by Service provider)

REQUEST FOR QUOTATION

VALIDITY PERIOD: THE HDA desires a validity period up to **90 days** against this Proposal. It should be noted that suppliers may offer an earlier validity period, but that their quotation may in that event, be disregarded for this reason.

This Proposal is valid until (To be completed by Supplier)

YOUR REFERENCE:

PAYMENT:

Payment will be made upon completion of the works within 30 days from date of receipt of a correct tax invoice.

NB: Compliance Checklist Requirements for all Services/Goods and works.

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

No.	Description of requirement	
a)	Proof of registration with the Construction Industry Development Board (CIDB) as a Contractor with a CIDB Grading of 2GB or higher	
b)	In the case of a joint venture both companies, must submit proof of registration of CIDB Grading of 2GB	
c)	Valid certified copy of certificate for Registered Asbestos Contractor issued by the Department of Employment and Labour as an Asbestos Contractor for Type 2 and/or 3 asbestos works in accordance with the Asbestos Abatement regulations of 2020 (In the case of a joint venture both companies must submit proof as a registered Asbestos Contractor for Type 2 and/or 3 asbestos works	

If the bidder does not submit the following documents, the bid will be considered non-compliant, and these documents must be made available should an award be made.

No.	Description of requirement	
a)	Completion of All Standard Bidding Document (SBD1, SBD 4 and 6.1)	
b)	CSD supplier registration number for verification checks	
c)	Specific Goals Requirements	
d)	Letter of Good Standing: Compensation for Occupational Injuries & Diseases Act (COIDA)	

NOTE:

Non-submission of information which will be scored on **functionality will lose points on functionality (**where applicable**)**

A bidder failing to submit proof or documentation to claim points for specific goals will be interpreted to mean that preference points for specific goals are not claimed. The bidder may not be disqualified but will score 0 points out of 20 for specific goals.

e-mail:		
	Contact:	
	Signature:	

Annexure A GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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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.

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFQ/CPT/2023/020	CLOSING DATE: 07 March 2024		CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A REGISTERED ASBESTOS CONTRACTOR FOR THE DEMOLITION ASBESTOS ABATEMENT, AND INSTALLATION OF TEMPORARY SERVICES OF FOURTEEN (14) EXISTING TIMBER RESIDENTIAL STRUCTURES IN KHAYALETHU, KNYSNA, WESTERN CAPE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
4 KIKUYU ROAD					
SUNNINGHILL					
2157					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Njabulo Hlongwane		CONTACT PERSON		
TELEPHONE NUMBER	011 544 1000		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Njabulo.Hlongwane@thehda.co.za		E-MAIL ADDRESS		
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
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]		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?
NO

☐ YES ☐

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
NO

☐ YES ☐

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:

.....

SBD4**BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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 institution	State

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**

2.2.1 If so, furnish particulars:

.....

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.

- 2.3 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.
- 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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
Specific Goals	20
Total points for Price and Specific Goals	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)}
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference

point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Size of Company (7)		
• EME	7	
• QSE	5	
• GE	3	
Black women (5)		
75% - 100%	5	
51% - 74.99%	3	
Below 51%	1	
Youth	3	
HDSA	2	
Disabled	3	

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:

.....

.....

.....

TERMS OF REFERENCES

1. INTRODUCTION

A parent land parcel developed with pine timber homes “bungalows” was donated to the Municipality by a private company prior to 1994. The homes were already in a dire situation, and in the year 2000 Knysna Municipality took a Council resolution to legalize the matter and give ownership to occupants who are South Africans with Identity Documents.

Given the condition of the structures, some of the beneficiaries refused to take ownership/transfer of the properties, and therefore to date several of the properties are still under the ownership of the Knysna Municipality.

The condition of the structures has continued to deteriorate over the years, with several defects over the years leading to repairs and rebuilds by either the municipality or the individual owners.

The continued deterioration of the homes resulted in numerous requests for intervention by the affected community and leadership, culminated by an intergovernmental visit led by the Honorable Minister of Human Settlements, the Western Cape Government, the Garden Route District Municipality, the Knysna Municipality, and the Housing Development Agency. The conditions on inspection necessitated that the intervention be given emergency prioritization.

2. BACKGROUND INFORMATION

The HDA completed desktop technical analysis looking at planning compliance issues followed by a site visit to conduct technical and engineering assessment to Wards 6 in Khayaletu in May 2023.

The HDA team further consulted with the ward councillor of Ward 6 in Khayaletu, Knysna Municipality representatives from the Human Settlement Directorate and Infrastructure Directorate to discuss the existing Khayaletu infrastructure services.

The assessment was a visual assessment that focused on the following:

- Structural Integrity analysis of the bungalows in compliance with SANS 10082;
- Infrastructure services conditional assessment; and
- Costing and recommendations

Only the properties with original bungalow structures (donated to the Municipality in 1994) were assessed. No properties with demolished, reconstructed, or formal brick/block and mortar structures were assessed.

Upon inspection of the bungalows, the structures were found to be in poor condition. Some of the factors that contributed to the poor state of the bungalows are:

- **Failed and poorly maintained municipal stormwater infrastructure** resulting in water damage,
- **Soil erosion** around the timber bungalow and the stilt foundation which has compromised the structural integrity of the substructure which could result in the collapse thereof, and
- **Little or no maintenance** to the timber bungalow leading to the deterioration of the timber structures and its lifespan.



Image 1: Existing Bungalow Structures

3. OBJECTIVE OF THE PROPOSED PROJECT

PSC resolved total of 14 households to be immediately prioritized as Phase 1. The Phase 1 is determined by their status of being elderly or disabled. In addition, households will be prioritized where the structural integrity of bungalow has been compromised and that they have not benefitted from any government subsidy before. The installation of a Temporary Relocation Unit (TRU) on the site/property as the immediate interim solution for the prioritized 14 households.

The Housing Development Agency to commence with the procurement of service providers to undertake the preparatory demolition and installation of the TRU for the 14 effected through the HDA within the current 2023/24 FY. The construction of the formal BNG units to be implemented in the 2024/25 FY.

4. SCOPE OF WORK

The Scope of Works for the contractor shall include, but limited to the following:

- The demolition, asbestos abatement, and installation of temporary services of fourteen (14) existing timber residential structures in line with the National Housing Code Specifications;
- The clearance of all sites and necessary demolition and asbestos abatement work to be safely dispose of off-site at certified disposal sites;
- The area for the installation of the flushable temporary toilet to be flat, level, well-drained, and without debris and installed next to the TRU.;
- The hiring of the flushable toilet will be for a twelve (12) month period and should be connected to the existing municipal sewer line. The cost should include an establishment cost, month rental, and a decommission cost. No septic tanks toilets will be allowed.
- The installation of the standpipe should include a floor constructed of 10MPa concrete, 50mm thick with an underground waste gulley p-trap, head, and grate 110mm connected to the municipal sewer line. The standpipe should be secure and not move when in use.
- All electrical work required to be completed by a registered Electrician who is required to provide the necessary COC's following the completion of work. The contractor is to liaise with the Municipality of Knysna for the disconnecting and reconnecting of the meter box.
- An Approved Inspector Authority (AIA) as per Asbestos Abatement Regulation, 2020 should be

appointed.

- Submit contractor's delivery programme for approval by HDA, and;
- Apply principles of construction management and use reporting templates agreed with HDA for reporting on progress.

a. DETAILS ON THE PREFERRED SOLUTION



Image 2: Timber Residential Structure to be demolished



Image 3: Example of Temporary Flushable Toilet



Image 4: Example of Standpipe

b. TARGETED AREA BY THIS PROJECT

The bungalows were originally developed on an underlying parent farm which was donated to the Municipality by a private company prior to 1994. The underlying township was Umsombomvu. A portion thereof described as portion 5086 Knysna was laid out as a Less Formal Township Establishment Act (LFTEA) township in 1994.

The General Plan lain over Erf 5086 Knysna is SG GP No. 7525/1994 and comprises of 225 erven, some public places, and roads.

The parent title is T62885/1999 and the registered owner was the Knysna Municipality. In the year 2000 Knysna Municipality took a Council resolution to legalize the matter and give ownership to occupants who are South Africans with Identity Documents. Given the condition of the structures, some of the beneficiaries refused to take ownership/transfer of the properties, and therefore to date several of the properties are still under the ownership of the Knysna Municipality.

Of the 225 erven, only 124 bungalows were assessed as the other 101 units replace with formal brick/block mortar houses. Of the 124 structures assessed, there are 79 properties that are privately owned, and 45 that are owned by Knysna Municipality which are held under T62885/1999.

Of the 124 structures assessed, a total of 14 households will be immediately prioritized as Phase 1. The Phase 1 is determined by their status of being elderly or disabled. In addition, households will be prioritized where the structural integrity of bungalow has been compromised and that they have not benefitted from any government subsidy before.

c. EXTENT AND COVERAGE OF THE PROPOSED PROJECT

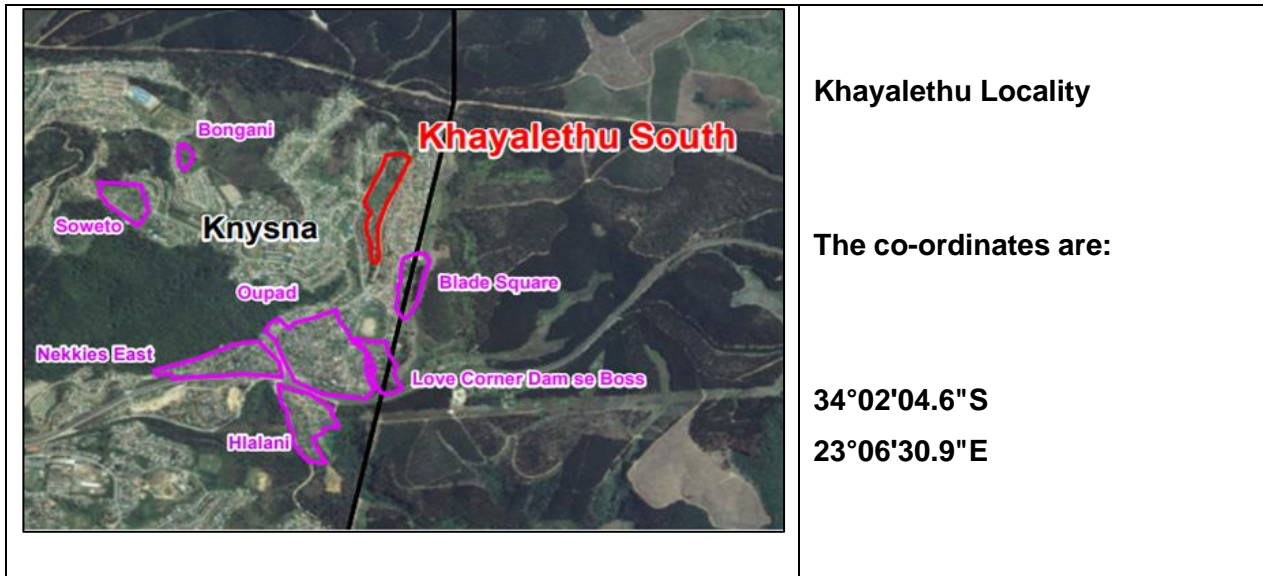


Image 5: Area of Khayaalethu

The area covers a 5km radius of which the bungalow structures are situated.

5. SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

a. PRICING INSTRUCTIONS

The Bidder must take note of the following Pricing Instructions when completing the Activity Schedule:

- The Bidder must study or refer to Scope of Works when completing the Activity Schedule.
- The Bidder is to allocate a maximum lump sum bid for each item in the Activity Schedule – where applicable.
- The bidder to submit Project Implementation Plan with cost breakdowns that outline how the project will be executed.
- Activities must be completed to the satisfaction of the client and invoiced on completion of each activity.
- The bid and the total price for each activity may not be exceeded.
- The amounts inserted in the Activity Schedules are deemed to include all expenses, costs, profit, general obligations etc., necessary to carry out the professional services described in the various documents.
- Amounts due to the Service Provider shall be paid by the client within thirty (30) days of receipt of correct or corrected relevant invoices.

The Client reserves the right, by giving written notice to the Bidder, to stop the progress of a project stage at any time. Should the Client exercise this right, the client will pay the Bidder for work done and expenses incurred only up to the time that the notice was given.

ITEM	DESCRIPTION	UNIT	QUAN TITY	RATE	AMOUNT
1	Remove existing electrical meter box from timber residential structure and re-install in the transitional relocation unit (TRU) situated less than 6,0m from residential structure. Electrify existing ready-box installed within TRU.	No.	14		
2	Supply and installation PPR plastic garden tap and standpipe (or similar) SABS approved, 15mm X 3/4 inch. Existing supply to residential structure to be closed and redirected to the standpipe. Standpipe to be installed no more than 6,0m from existing timber structure and no less than 1,0m from the TRU and secured to the ground to prevent movement. The base of the standpipe to include a 1,0m ² concrete slab, 50mm thick and include an underground waste gully p-trap, head, and grate 110mm to be connected to the municipal sewer line.	No.	14		
3	Demolition of existing 36,0m ² timber residential structure on stilt foundation. Demo work to include the removal of concrete to stilt foundation (12No.)	No.	14		
4	Asbestos abatement of asbestos roof covering (big-six profile) on existing timber residential structure not exceeding 38m ² . Asbestos material to be disposed of at disposal site no more than 500km for site.	No.	14		

5	SUB TOTAL				
6	Contingency @ 10% of SUB TOTAL (Line Item 5.)	%	10		
7	TOTAL				
8	Hiring of temporary/portable Flush Toilet units (14 No.). The hired toilet should be connected directly into the existing municipal sewerage line, no sewerage tank allowed. Existing sewer line to the timber residential structure to be closed. The toilet cistern should include a 15mm feed pipe for the water supply to the flush toilet unit, incl. shut-off valve with a toilet seat and lid and a 110mm PVC outlet pipe for the sewerage connection at the rear of the unit, additional 110mm pipe not to exceed 6,0m to connect to existing municipal sewer line. Toilet unit to be installed on a level area against the existing TRU and secured to the ground to prevent movement. Price should include supply, connection, disconnection, and removal from site.	Months	12		
9	SUB TOTAL				
10	Contingency @ 10% of SUB TOTAL (Line Item 9.)				
11	TOTAL				
12	GRAND TOTAL (ZERO VAT)				

b. ACTIVITY SCHEDULE

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

Please Note:

- **Item 1** – Rate for the removal and installation of existing meter box and electrification of the TRU to include all construction costs, e.g.: Materials, labour, earthworks, loading, packing, storage, all transportation from suppliers to site including double handling costs, salaries, protective clothing, tools, equipment, standing time, etc. The electrical work required should be installed by a registered Electrician and provide the necessary COC's for work completed. The appointed contractor will liaise with the Municipality for the disconnecting and reconnecting of the electrical meter box.
- **Item 2** – Rate for the supply and installation of a standpipe to include all construction costs, e.g., Materials, labour, earthworks, loading, packing, storage, all transportation from suppliers to site including double handling costs, salaries, protective clothing, tools, equipment, standing time and wet rate etc. Ensure that the Standpipe is installed no less than 1,0m from the TRU to prevent water damage to the TRU. The standpipe should include, and floor constructed of 10MPa concrete, 50mm thick with an underground waste gulley p-trap, head, and grate 110mm connected to the municipal sewer line. The standpipe to be installed by a registered Plumber.
- **Item 3** – Rate for the demolition of the existing timber residential structure to include all construction costs, e.g., Materials, labour, earthworks, loading, packing, storage, all transportation from suppliers to site including double handling costs, salaries, protective clothing, tools, equipment, standing time and wet rate etc. The disposal site of the demolished material should be locally based.
- **Item 4** – Rate for the asbestos abatement include all construction costs, e.g., Materials, labour, earthworks, loading, packing, storage, all transportation from suppliers to site including double handling costs, salaries, protective clothing, tools, equipment, standing time and wet rate etc. The disposal site of the asbestos material should not exceed 500km from the site. Transport registration of vehicles used for the transportation of the asbestos material to be in accordance with the Road Traffic Safety Act and should be approved for transportation of hazardous waste. Appointed

contractor to provide the client with a copy of the approval certificate of the final disposal site. An Approved Inspector Authority (AIA) as per Asbestos Abatement Regulation, 2020 should be appointed. Please ensure that the area is secure and clear of people to prevent the risk of exposure to asbestos containing material.

- **Item 5** – Total of Items 1, 2, 3, and 4.
- **Item 6** – Rate for the contingency amount to be 10% of the sub total, Items 5 (total of Items 1, 2, and 3).
- **Item 7** – Total of Item 5 and Item 6.
- **Item 8** – Rate for the monthly hiring of 14No. flushable temporary toilets to include all construction costs, e.g., Materials, labour, earthworks, loading, packing, storage, all transportation from suppliers to site including double handling costs, salaries, protective clothing, tools, equipment, standing time and wet rate etc. The toilet should include a 15mm pipe for the water supply to the flush toilet unit, incl. shut-off valve with a toilet seat and lid and a 110mm PVC outlet pipe for the sewerage connection at the rear of the unit, additional 110mm pipe not to exceed 6,0m to connect to existing municipal sewer line. Toilet unit to be installed on a level area against the existing TRU and secured to the ground to prevent movement. The flushable toilet is to be installed by a registered Plumber. The Flushable Toilet is required for a 12month period and can be terminated anytime within the period should the service no longer be required.
- **Item 9** – Total of Item 8.
- **Item 10** – Rate for the contingency amount to be 10% of the sub total, Item 9.
- **Item 11** – Total of Item 9 and Item 10.
- **Item 12** – Total of Item 7 and Item 11.

5. EVALUATION METHODOLOGY

The bids will be evaluated in three (3) stages, namely:

- Stage 1: Mandatory Requirements
- Stage 2: Functionality
- Stage 3: Financial Offer and Specific Goals

STAGE 1: MANDATORY REQUIREMENTS

Failure of the Bidder to comply with the following will result in immediate disqualification:

- (i) Proof of registration with the Construction Industry Development Board (CIDB) as a Contractor with a CIDB Grading of **2GB** or higher (In the case of a joint venture both companies, must submit proof of registration of CIDB Grading of **2GB** or higher and proof of registration of CIDB Grading **1GB** or higher)
- (ii) Valid certified copy of certificate for Registered Asbestos Contractor issued by the Department of Employment and Labour as an Asbestos Contractor for Type 2 and/or 3 asbestos works in accordance with the Asbestos Abatement regulations of 2020 (In the case of a joint venture both companies must submit proof as a registered Asbestos Contractor for Type 2 and/or 3 asbestos works)
- (iii) Compliance with very important notice on disqualification in Pages 3 and 4 of this bid documents.

STAGE 2: FUNCTIONALITY

Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below, considering, among other factors, the quality, reliability, the technical capacity, and ability of a Bidder. A Bid will not be evaluated further if it fails to meet the minimum threshold of total 70 points out of maximum 100 points for functionality as prescribed in the following tables:

CATEGORY	FUNCTIONAL CRITERIA	POINTS ALLOCATION
i	Experience of the bidder	30
iii	Methodology	30
iv	Key personnel qualifications and experience	40
TOTAL POINTS		100

(i) EXPERIENCE OF THE BIDDER (COMPANY) (30 POINTS)

The Bidder must submit proof of successfully completed similar and comparative projects, **i.e. Asbestos Abatement Work**, within the past 5 years by attaching copies of appointment letter and completion certificate or Employer's Reference Letter for each completed project.

TARGETED GOALS	POINTS ALLOCATION
Bidder has submitted inadequate or no information to determine points to be allocated	0
Bidder has submitted proof of 1 successfully completed similar project	10
Bidder has submitted proof of 2 successfully completed similar projects	20
Bidder has submitted proof of 3 or more successfully completed similar projects	30

(ii) METHODOLOGY (30 POINTS)

The bidder must submit an approach and methodology that respond to the scope of works, and outline the proposed approach and work plan, indicating allocation of resources and ensuring the project is completed within the given timeframe. Describe the disposal method (Standard operating procedure) to be used on the site, transport registration in accordance with the Road Traffic Safety Act, transport permit should be approved for transportation of hazardous waste, name of the site of final disposal, and a copy of the approval certificate of the final disposal site. A copy of the Health Risk Assessment should be up to date (not older than 2 years) for the company. The scoring of the methodology will be as follows:

TARGETED GOALS	POINTS ALLOCATION
Project execution/implementation plan	5
Health Risk Assessment	5
Method statement	5
Allocation of resources, tasks, and disposal method	5
Work programme and plan	10

(iii) KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE (40 POINTS)

The Bidder must submit Proposed Team Structure, identifying **Contracts/Project Manager, Construction/Asbestos Supervisor, Health and Safety Officer, and a First Aider** as key personnel. Proof of first aid training certificate issued under the relevant unit standard (SAQA- 120496: Perform risk-based primary emergency or first aid in the workplace or 376480 provide first aid as an advanced first responder). The OHS training certificate should be issued less than 5 years from the closing date of this tender. Copies of CVs and certified copies of certificates for each key personnel must be attached for determination of points to be allocated as per the table below:

KEY PERSONNEL	TARGETED GOALS	POINTS ALLOCATION
Construction/ Project Manager	Inadequate or no information submitted to determine points	0
	A CV of Contracts/Project Manager with less than 3 years of relevant experience in Civil Engineering or Building related projects and copy of BSC or BTech Degree in Civil Engineering or Building (Construction/Project Management or Quantity Surveying) submitted.	4
	A CV of Contracts/Project Manager with 3 to 5 years of relevant experience in Civil Engineering or Building related projects and copy of BSC or BTech Degree in Civil Engineering or Building (Construction/Project Management or Quantity Surveying) submitted.	7

	A CV of Contracts/Project Manager with more than 5 years of relevant experience in Civil Engineering or Building related projects and copy of BSC or BTech Degree in Civil Engineering or Building (Construction/Project Management or Quantity Surveying) submitted.	10
Construction/ Asbestos Supervisor	Inadequate or no information submitted to determine points	0
	A CV of a Construction/Asbestos Supervisor with less than 3 years of relevant experience in Building and/or Asbestos related projects and copy of National Diploma in Civil Engineering or Building submitted.	4
	A CV of a Construction/Asbestos Supervisor with 3 to 5 years of relevant experience in Building and/or Asbestos related projects and copy of National Diploma in Civil Engineering or Building submitted.	7
	A CV of a Construction/Asbestos Supervisor with more than 5 years of relevant experience in Building and/or Asbestos related projects and copy of National Diploma in Civil Engineering or Building submitted.	10
Health and Safety Officer	Inadequate or no information submitted to determine points	0
	A CV of a Health and Safety Officer with less than 3 years of relevant experience in Occupational Health and Safety and copy of certified Training Certificates submitted.	4
	A CV of a Health and Safety Officer with 3 to 5 years of relevant experience in Occupational Health and Safety and copy of certified Training Certificates submitted.	7
	A CV of a Health and Safety Officer with more than 5 years of relevant experience in Occupational Health and Safety and copy of certified Training Certificates submitted.	10
First Aider	Inadequate or no information submitted to determine points	0
	A CV of a First Aider with proof as a Level 2 First Aider and copy of certified Training Certificates submitted.	10

STAGE 3: PRICE AND SPECIFIC GOALS EVALUATION
(Refer to Stage 3)