



## REQUEST FOR QUOTATION (RFQ)

To Service providers

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Tel. no.: 011 544-1000

Reference: RFQ/HO/2024/021

Subject: APPOINTMENT OF A SERVICE PROVIDER FOR THE PREPARATION OF A DEVELOPMENT PLAN FOR KNYSNA PSHDA (PRIORITY HUMAN SETTLEMENTS AND HOUSING DEVELOPMENT AREAS) LOCATED WITHIN THE JURISDICTION OF KNYSNA LOCAL MUNICIPALITY IN THE WESTERN CFAPE PROVINCE.

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

**THE HOUSING DEVELOPMENT AGENCY**

**4 Kikuyu Road,**

**Sunninghill,**

**Sandton,**

**2157**

Closing Date: **11 June 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

**PRICING SCHEDULE**

<b>Item</b>	<b>Milestone</b>	<b>Description of the Milestone</b>	<b>Timeframe</b>	<b>% claim</b>	<b>Amount in (R)</b>
1	Phase 1: Project Inception	<p>Establish a project steering committee and the schedule of milestone meetings (Project Management Plan)</p> <p>Preparation of an inception report and outline of the overall project work plan (Inception Report)</p>	2 Months	10%	
2	Phase 2: Data Collection and Situational Analysis	<ul style="list-style-type: none"><li>• Assessment of the biophysical elements of the study area;</li><li>• Economic assessment of the study area;</li><li>• Agricultural assessment of the study area</li><li>• Assessment of the backward and forward linkages in the area;</li></ul>	3 Months	25%	

<b>Item</b>	<b>Milestone</b>	<b>Description of the Milestone</b>	<b>Timeframe</b>	<b>% claim</b>	<b>Amount in (R)</b>
		<ul style="list-style-type: none"> <li>• <i>Infrastructural assessment of the study area and surrounding;</i></li> <li>• <i>Alignment with the sector plans of the municipality including the SDF, IDP, housing sector plan etc;</i></li> <li>• <i>Nodal assessment;</i></li> <li>• <i>Corridor assessment;</i></li> <li>• <i>Housing Assessment;</i></li> <li>• <i>Demographic and socio – economic assessment;</i></li> <li>• <i>Housing demand assessment;</i></li> <li>• <i>Housing backlog assessment;</i></li> <li>• <i>Identification of areas where housing is most needed;</i></li> <li>• <i>Assessment of the challenges, opportunities, comparative and</i></li> </ul>			

<b>Item</b>	<b>Milestone</b>	<b>Description of the Milestone</b>	<b>Timeframe</b>	<b>% claim</b>	<b>Amount in (R)</b>
		<p><i>competitive advantages in the area;</i></p> <ul style="list-style-type: none"> <li>• <i>Policy and legislative context;</i></li> <li>• <i>Compilation of a vision;</i></li> <li>• <i>Assessment of the current land uses;</i></li> <li>• <i>Stakeholder engagements to identify challenges and opportunities as well as needs</i></li> </ul> <p><i>(Situational Analysis Report)</i></p>			
3	<i>Phase 3: Draft Development Plan</i>	<ul style="list-style-type: none"> <li>• <i>Development of a vision statement;</i></li> <li>• <i>Development of a concept that ties with the vision;</i></li> <li>• <i>Development of spatial proposals</i></li> <li>• <i>Provision of a detailed indication of broad land uses and densities;</i></li> <li>• <i>Proposed movement systems;</i></li> </ul>	<i>4 Months</i>	35%	

<b>Item</b>	<b>Milestone</b>	<b>Description of the Milestone</b>	<b>Timeframe</b>	<b>% claim</b>	<b>Amount in (R)</b>
		<ul style="list-style-type: none"> <li>• Proposed open space systems;</li> <li>• Proposed public amenities systems</li> <li>• Provision of key interventions in response to challenges identified in the data collection phase;</li> <li>• Identification of projects to be implemented;</li> </ul> <p>(Formulation of Final Implementation Programme, and Implementation Matrices contained in a draft Development Plan)</p>			
4	Phase 4: Final Development Plan and Close Out Report as approved by HDA Representative	<ol style="list-style-type: none"> <li>1. The format shall be as per Annexure A with each chapter clearly addressed including Executive Summary.</li> <li>2. All comments resulting from stakeholder engagements addressed.</li> </ol>	3 Months	30%	

<b>Item</b>	<b>Milestone</b>	<b>Description of the Milestone</b>	<b>Timeframe</b>	<b>% claim</b>	<b>Amount in (R)</b>
		<p>3. All comments from sector departments addressed.</p> <p>4. Closeout and handover of all GIS data, mapping and metadata from project to HDA</p> <p>Stakeholder engagement report for distribution.</p>			
		<i>Total</i>		100%	
		<i>Total project value (Inclusive of 15% VAT)</i>			

## **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,**

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

<b>No.</b>	<b>Description of requirement</b>	
a.	Specific Goals Requirements	
b.	Completion of All Standard Bidding Document (SBD1, SBD 4 and 6.1)	
c.	CSD supplier registration number for verification checks	
e.	Joint Venture / Consortium agreement / Trust Deed (where applicable)	

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.

**Stage 2= Functionality, Bidder to meet the benchmark of minimum 70 points out of 100 points on technical capability which will be the cut off to qualify for further evaluation**

Qualifying bidders shall be evaluated on technicality / functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is 70%. Bidders who score below the minimum requirement shall not be considered for further evaluation in stage 3.

Summary of the technical/functional requirements are presented in the table below.

ITEM	CRITERIA	WEIGHT
1	Lead Company Profile (Attach Organogram)	20
2	CVs of team members proposed to do the work	25
3	Work experience	40
4	Methodology	15
	<b>TOTAL</b>	<b>100</b>

#### Technical Evaluation Criteria

Details of the scoring methodology presented above are outlined below:

ITEM	CRITERIA	WEIGHTING/ POINTS
<b>Lead Company Profile (Attach Organogram)</b>	<p>Company profile (s) to be submitted should be companies that have worked in the Human settlements' environment. In case of a joint venture, all companies must submit separate profiles, indicating the lead company <b>(20)</b></p> <ul style="list-style-type: none"> <li>Organogram of the project team(5)</li> </ul>	<b>20</b>

	<ul style="list-style-type: none"> <li>• List of projects completed (5)</li> <li>• Company Profile (3)</li> <li>• Human Settlement Awards Projects (2)</li> <li>• Company is registered with SACPLAN (5)</li> </ul>	
<p><b>CVs of team members proposed to do the work</b></p>	<p>Related work of the lead company and work experience in relation to the scope of work and related professional field post qualification.</p> <p><b>A Town Planner/Urban Designer as follows: (10) Points</b></p> <ul style="list-style-type: none"> <li>•10 years' experience and above =10 points</li> <li>•5-9 years' experience =5 points</li> <li>•3-4 years' experience = 3 points</li> <li>•1-2 years' experience = 2 points</li> </ul> <p><b>A GIS Specialist as follows: (5) Points</b></p> <ul style="list-style-type: none"> <li>•10 years' experience and above =5 points</li> <li>•5-9 years' experience =3 points</li> <li>•3-4 years' experience =2 points</li> <li>•1-2 years' experience =1 point</li> </ul> <p>An <b>Environmental</b>ist (and/or Heritage practitioner) as follows: <b>(5) Points</b></p> <ul style="list-style-type: none"> <li>•10 years' experience and above =5 points</li> <li>•5-9 years' experience =3 points</li> <li>•3-4 years' experience =2 points</li> <li>•1-2 years' experience =1 point</li> </ul> <p>A Civil <b>(and/or Electrical) Engineer</b> as follows: <b>(5) Points</b></p> <ul style="list-style-type: none"> <li>•10 years' experience and above =5 points</li> <li>•5-9 years' experience =3 points</li> <li>•3-4 years' experience =2 points</li> <li>•1-2 years' experience =1 point</li> </ul>	<p style="text-align: center;"><b>25</b></p>



	<p><b>Valid registration certificates with the relevant council for each profession should be submitted. Signed and dated CVs along</b> with copies of relevant qualifications and professional registration must be <b>certified</b> copies with not older than 6 months of the date of submission of the bid.</p>	
<p><b>Work experience</b></p>	<p>Demonstration of the skills and capacity (in areas such as IDP, MSP, Infrastructure Plans, Transport Plans, SDF, Precinct Plans) as well as relevant knowledge and experience related to Provincial Multiyear Human Settlement Development Plan.</p> <ul style="list-style-type: none"> <li>○ Company needs to submit appointment letters in development plans preparations, Policy Development, and other Human Settlement related development plans <b>(15)</b></li> </ul> <p><b>Appointment Letters</b></p> <ul style="list-style-type: none"> <li>• 1 -3 Projects = <b>(5)</b></li> <li>• 4 -7 Projects = <b>(10)</b></li> <li>• 8 &amp; more Projects = <b>(15)</b></li> </ul> <ul style="list-style-type: none"> <li>○ Company has provided completion letters or completion reports of similar work completed <b>(25)</b>.</li> </ul> <p><b>Reference Letters of Similar work</b></p> <ul style="list-style-type: none"> <li>• 1 -3 Projects = <b>(5)</b></li> <li>• 4 -7 Projects = <b>(10)</b></li> <li>• 8 &amp; more Projects = <b>(25)</b></li> </ul>	<p style="text-align: center;"><b>40</b></p>

<b>Methodology and Work Plan</b>	Demonstrate a clear conceptual and project understanding, activity programme, and realistic timeframes. <ul style="list-style-type: none"> <li>• Work programme, plan, timelines and allocation of resources and tasks <b>(10)</b></li> <li>• Proposed methodology and strategy <b>(5)</b></li> </ul>	<b>15</b>
<b>TOTAL</b>		<b>100</b>

**Table 5:** Detailed scoring methodology

**stage3: Price and Specific Goals**

Evaluation criteria	Weighting
Specific Goals	20
Price	80
<b>TOTAL</b>	<b>100</b>

**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

*P<sub>S</sub>* = Points scored for price of tender under consideration

*P<sub>t</sub>* = Rand value of offer tender consideration

*P<sub>min</sub>* = 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
<b>Size of Company (Maximum points = 7 points)</b>		
• 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
<b>Black Women Owned (Maximum points = 5 points)</b>		
75% - 100%	5	CSD and Sworn Affidavit
51% - 74.99 -	3	CSD and Sworn Affidavit
Below 51%	1	CSD and Sworn Affidavit
<b>Historically Disadvantaged South Africans* (maximum Points 2)</b>	2	CSD
<b>Youth (Maximum points 3)</b>	3	CSD and Sworn Affidavit
<b>Disabled People</b>	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 Quotation. 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 Quotation 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.

## TERMS OF REFERENCE

Consistent to the purpose of the Housing Development Agency (HDA), as contained in the Housing Development Agency Act, No. 23 of 2008, their purpose is to fast-track land acquisition and housing development services to creating sustainable human settlements. It is herein that HDA is collaborating with the Western Cape: Department of Infrastructure (Branch: Human Settlements) to enable local municipalities the drafting of their Development Plan, consistent to their Municipal strategic and sectoral plans.

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

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

The PHSHDA Programme is a national spatial transformation approach to build a new, integrated, functional, and inclusive settlements. It draws on cooperative and collaborative public sector investments intending to leverage private investment against defined targets and objectives within a designated geographical area. Furthermore, the programme aims to use the delivery of housing for a broad range of housing typologies within integrated mixed-use developments in the declared PHSHDAs to address the following circumstances of priority:

- Areas of urgent housing need where there are an established high demand and low supply of housing opportunities.
- Areas requiring upgrading and/or redevelopment for purposes of delivering housing choices including subsidized housing; and
- Areas requiring improved access to infrastructure, amenities, and services.
- Areas that support the integration of different housing typologies, land uses, and economic development.

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

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

## Objective of the proposed project

The key objective of the project is to appoint a service provider to develop a development plan with implementation programme for the Knysna PSHDA in Knysna Local Municipality within Garden Route District in Western Cape Province.

The development plan needs to be informed by existing planning work (including sectoral plans), research, and available information. The final product would need to be signed off by the relevant municipality. A project steering committee should be established and led by the relevant municipality, including the provincial counterparts and HDA.

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

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

- All people have equal access to proper services and facilities.
- The benefits of growth are shared more broadly across the declared area and the municipal citizens.
- Settlement restructuring occurs.
- Social mobility is facilitated.
- Promotion of economic development.
- Provision of social facilities and services.
- Upgrading and expansion of services infrastructure, including:
  - Addressing electricity issues
  - Addressing stormwater problems
  - Completion of gravel roads programme
  - Continued provision of basic services
- Improved environmental management.
- Improved public transport linkages.
- Implementation of the marginalized areas development programme.
- Furthermore, to priorities, package, and design projects and intervention that will catalyze and support the achievement of the development vision and ideal land use mix; and
- Innovation and Land efficiency and effective use of scarce resources.

Noting the above, it is thus important that the final Development Plan should have a forward-looking approach, with the following outcomes:

- Should the delineated PSHDA boundary be expanded, allow for it.
- Implementation plan have a range of projects that create functional settlements, including private sector and parastatals, beyond 5year horizon

Should allow for adoption into the municipal strategic plans, such as Integrated Development Plans, Spatial Development Frameworks and Human Settlement Plans

**HDA-Western Cape requires (1) service provider to be appointed for Knysna PSHDAs in following municipality:**

DISTRICT/ METROPOLITAN MUNICIPALITY	LOCAL MUNICIPALITY	PHSHDA NAME	NUMBER OF PDAs
Garden Route District Municipality	Knysna Local Municipality	Knysna	1

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

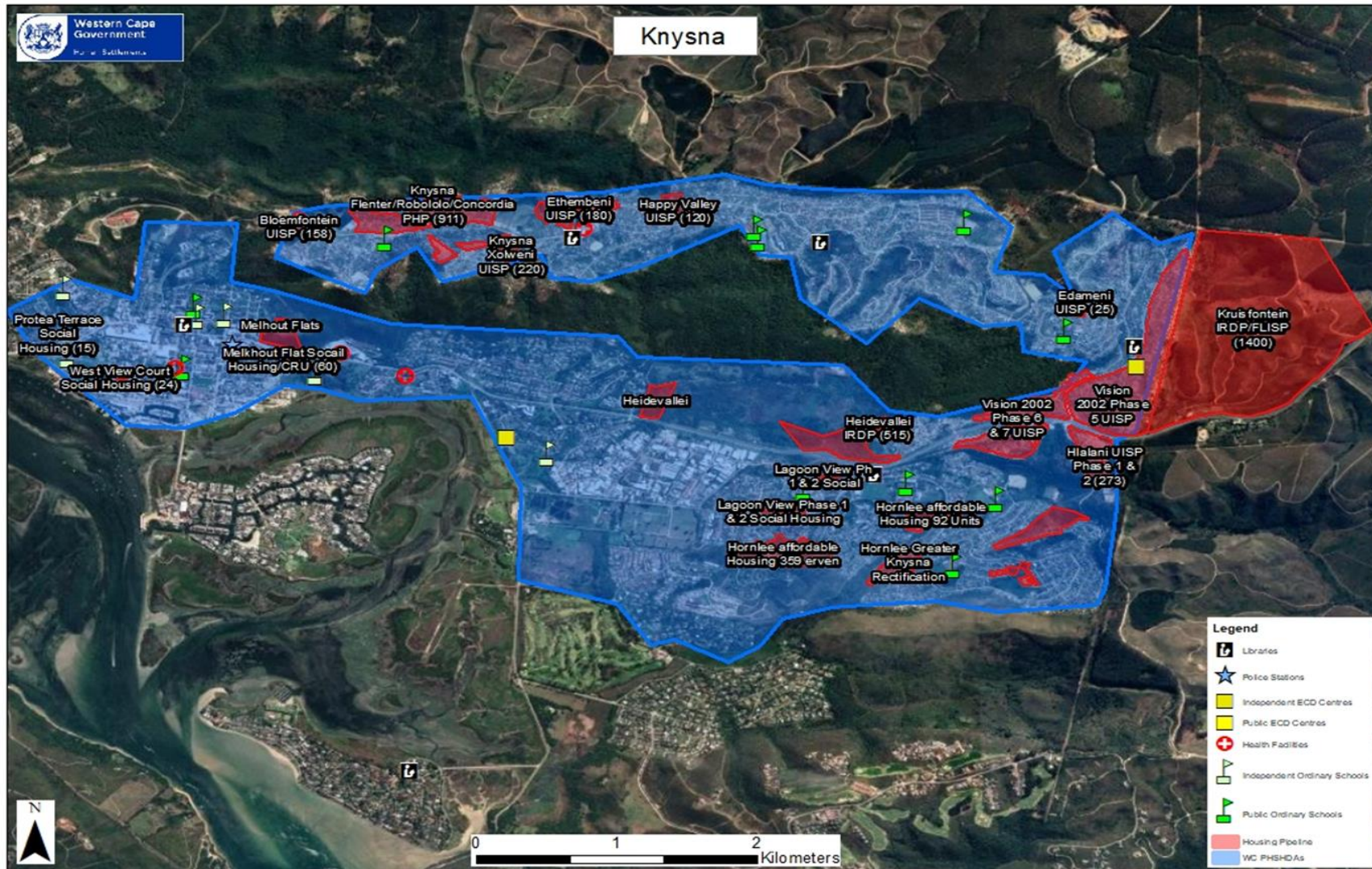
The high-level outcome of the development plan is to ensure human settlements spatial transformation and consolidation. This requires that the implementation plan must identify specific interventions that contribute to the transformation of the area, which should include human settlements projects and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

**a. DETAILS ON THE PREFERRED SOLUTION**

The preferred solution for the project will be appointing a suitable team of professional to package and develop the development plan with integrated implementation plans. the team should constitute of well vested and experienced professionals whom clearly understand the scope of work and the envisaged end results that will be a well detailed integrated implementation programme with clear proposed proposals and project costing.



**ANNEXURE 1: MAPS of the proposed PHSHDAs.**









## ANNEXURE 2: SCOPE OF WORK

ELEMENT	EXPLANATION	DELIVERABLES
EXECUTIVE SUMMARY	Provide an overview of the process undertaken, a synopsis of the key spatial issues identified and a synopsis of the key proposals contained in the Development Plan.	Executive Summary at beginning of report
DEVELOPMENT PLAN SCOPE AND INTRODUCTION	Set the scene by explaining Development Plan's terms of reference, project purpose, aims and objectives, intended users and the methodology followed in its preparation. Provide an overview of the location and a map of the extent of the PSHDA.	Introduction Chapter Location map showing the PSHDA boundary
LEGISLATIVE AND POLICY CONTEXT		
NATIONAL POLICY CONTEXT	Clarify the national spatial development imperatives that the Development Plan needs to align with as articulated in NDP, national SDF, SPLUMA, MTREF, and other national spatial policy documents.	Summary of key national policies
PROVINCIAL POLICY CONTEXT	Clarify the provincial development agenda that the Development Plan needs to align with as articulated in provincial growth and development strategy, the PSDF and other provincial policy documents. Stipulate the direct implications of these directives for the PSHDA.	Summary of key provincial policy directives
LEGISLATIVE AND POLICY CONTEXT		

<b>MUNICIPAL POLICY CONTEXT</b>	Clarify the municipal development agenda as articulated in the MSDF, IDP, MTREF, and other key strategic municipal policy documents. Provide a summary of the IDP spending proposals, relevant grant funding and project budgeting.	Summary of key municipal policy directives
<b>GUIDING PRINCIPLES</b>	Interpret the spatial principles in relation to the PSHDA using the legislative and policy context	Summary of the principles
<b>VISION DIRECTIVES</b>	Develop a draft spatial vision for the PSHDA based on the guiding principles set out in the NDP, HS Spatial Transformation and Consolidation Framework, SPLUMA and a distillation of the key policy and context informants.	Draft spatial vision and supporting conceptual diagram
<b>PHSHDA CONTEXT &amp; ROLE</b>	Provide a summary of history and context within which the PSHDA is situated through distilling the MSDF, IDP and relevant sector plans in terms of the statements made regarding the area within its municipal context and why it is a priority.	Summary of the history of the PSHDA and its current context. Statement of the role of the PSHDA within this context.
<b>SITUATIONAL ANALYSIS</b>		
<b>REGIONAL CONTEXT (WHAT SURROUNDS THE PSHDA)</b>	Provide a detailed description of the regional context in which the PSHDA is located describing the main areas surrounding the PSHDA as well as existing and planned key nodes and corridors, economic activities, movement networks etc. Refer to key vacant land, zoning and ownership status	A section on the regional context regarding maps showing the location of the PSHDA

<b>SPATIAL STRUCTURE AND LANDUSE WITHIN THE PSHDA</b>	Provide a strategic analysis of the short to medium-term issues facing the PSHDA in terms of current significant structural elements of the spatial form in context. Refer to the current quality of the built form, land uses and patterns of activity, movement network, economic activity, housing, community facilities, public transport, heritage, infrastructure. Also include current development initiatives in the description of the above	Chapter with relevant reference maps, photographs and diagrams
<b>CADASTRAL LAYOUT AND TOWNSHIP STATUS IN THE PSHDA</b>	Provide a detailed description in relation to cadastral layouts in the PSHDA, number of properties, land ownership of vacant land and related issues (land claims, title deeds etc), functional areas etc	
<b>SITUATIONAL ANALYSIS</b>		
<b>SOCIO-ECONOMIC FEATURES</b>	Provide a strategic analysis of the short to medium term issues facing the PSHDA in terms of demographics, access to social services, access to basic services, local economic activity and trends, the demand for housing, cultural trends and other socio-economic pressures. Include what are possible small business investment promotion incentives and housing finance transaction support services	Chapter with relevant reference maps, photographs and diagrams

<b>INFRASTRUCTURE DEVELOPEMNT</b>	<p>Provide an analysis of existing infrastructure, gaps and requirements to ensure future developments in the PSHDA.</p> <p>Provide High level investigation outcome on Bulk Infrastructure (Water, Sewer, Roads and Stormwater etc.) Transport &amp; Mobility, Communication &amp; Connectivity and Social Facilities</p>	<p>Infrastructure Chapter with relevant reference maps, photographs and diagrams</p>
<b>ECOLOGICAL INFRASTRUTURE AND CONTEXT</b>	<p>Provide a strategic analysis of the short to medium term issues facing the PSHDA in terms of environmental sensitivities, high potential agricultural land and other environmental considerations as applicable to the context namely air quality management, climate change and renewables.</p> <p>Describe the Ecological Governance approach for the PSHDA</p>	<p>Ecological Infrastructure Chapter with relevant reference maps, photographs and diagrams</p>
<b>SITUATIONAL ANALYSIS</b>		
<b>KEY DEVELOPMENT ISSUES &amp; SPATIAL IMPLICATIONS (“WHAT IS”)</b>	<p>Synthesise the previous chapters into key issues and identify the defining characteristics of the PSHDA in terms of 3-4 central “themes” (e.g. human settlement, agriculture, tourism/ destinations etc).</p>	<p>Synthesis conclusion chapter</p>

<p><b>PRECEDENT (“WHAT COULD BE”)</b></p>	<p>Provide some precedent and best practice examples which illustrates how these themes have been addressed elsewhere in a manner that is relevant to the context of the PSHDA area.</p>	<p>Precedent images integrated with the identified themes from above.</p>
<p><b>SUMMARY OF CURRENT AND PLANNED DEVELOPMENT INIATIVES</b></p>	<p>Provide a list of current and planned development initiatives and funding commitments for Environmental Management; Movement Network/Transport; Economic Development; Community/Social Facilities; Housing Projects; Engineering Services; Land Availability; Ownership/Restitution</p>	<p>Provide details of name, (including coordinates), description; timeframe; development of cost; source of funding; value of funding; funding requirements</p>
<p><b>HUMAN SETTLEMENT DEVELOPMENT CONCEPT</b></p>		
<p><b>FINAL VISION STATEMENT</b></p>	<p>Revisit and finalise the spatial future aspired to through updating the draft spatial vision based on the key issues identified and the spatial themes.</p>	<p>Final Vision Statement</p>
<p><b>HUMAN SETTLEMENT AND HOUSING DEVELOPMENT CONCEPT</b></p>	<p>Develop a diagrammatic development concept that visually spatialises and illustrates the final vision and presents a proposed spatial response to the 3-4 themes identified.</p>	<p>Spatial Concept diagram and explanatory text</p>

<b>SPATIAL STRATEGIES</b>	Articulate how the spatial concept is to be achieved through a translation of the concept into a strategic spatial response strategy for the PSHDA. This response must indicate how the concept translates into spatial strategies for each of the main themes identified. These comprise the main overarching elements of the Development Plan.	Strategy statement and associated map for each theme
<b>COMPOSITE DEVELOPMENT PLAN</b>	Synthesise the elements of the Development Plan (themes and their strategies) into a coherent plan for the PSHDA	Composite map and supporting text
<b>IMPLEMENTATION PLAN AND PROGRAMME</b>		
<b>GUIDELINES AND PROPOSED INSTITUTIONAL ARRANGEMENTS</b>	Develop a set of required guidelines that are relevant to the achievement of the strategies through. These guidelines must provide an explanation of how the themes making up the Development Plan should be implemented. These can include policy guidelines for built form, land use, landscape, density and so forth as relevant to the specific themes. The Guidelines must also include the proposed institutional and governance arrangements for the PSHDA	Suite of required guidelines
<b>FOCUS AREA PLANS</b>	Identify and develop detailed proposals of focus areas for implementation within the overall Development Plan.	Focus Area maps



	Depending on the size of the precinct 4-8 focus areas should be selected for more detailed urban design.	
<b>IMPLEMENTATION MATRIXES</b>	Specify the preconditions and requirements for implementation of the focus areas through summarising the key information for each implementation project per programme. This information should include: Project description; Preconditions or implementation; Timeframes; Project owner (relevant department, sphere of government, private sector entity); Implementing agent (if not the project owner); Approximate budget; Possible Funding sources.	Implementation matrix for each focus area

# **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.

## **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics,

quarantine restrictions and freight embargoes.

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and



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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

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

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

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

**22. Penalties**

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

**23. Termination for default**

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

## **25. Force Majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

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

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

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

## **28. Limitation of liability**

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

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

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

**33. National Industrial Participation (NIP) Programme**

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

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)					
BID NUMBER:	RFQ/HO/2024/021	CLOSING DATE: 11 June 2024		CLOSING TIME:	11H00
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER FOR THE PREPARATION OF A DEVELOPMENT PLAN FOR KNYSNA PHSHTA (PRIORITY HUMAN SETTLEMENTS AND HOUSING DEVELOPMENT AREAS) LOCATED WITHIN THE JURISDICTION OF KNYSNA LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
The Housing Development Agency					
4 Kikuyu Road,					
Sunninghill,					
2157					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mxolisi Zondo		CONTACT PERSON		
TELEPHONE NUMBER	011 544 1000		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Mxolisi.Zondo@thehda.co.za		E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	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]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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?

YES

NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES

NO

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

## PART B TERMS AND CONDITIONS FOR BIDDING

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 interest<sup>1</sup> 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:

.....  
.....

<sup>1</sup> 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 consortium<sup>2</sup> 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

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



**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**

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:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>Specific Goals</b>	20
<b>Total points for Price and B-BBEE</b>	<b>100</b>

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 points is allocated for price on the following basis:

**80/20**

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

Where

$P_s$  = Points scored for price of 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





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)
<b>Size of Company (7)</b>		
• EME	7	
• QSE	5	
• GE	3	
<b>Black women(5)</b>		
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:** .....

.....

.....

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