

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (THE HOUSING DEVELOPMENT AGENCY (HDA))			
BID NUMBER:	HDA/KZN/2018/002	CLOSING DATE:	20 DECEMBER 2018
		CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL TEAM TO UNDERTAKE TOWNSHIP ESTABLISHMENT PROCESSES FOR HARDING, UMUZIWABANTU LOCAL MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL		

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

THE HOUSING DEVELOPMENT AGENCY (HDA)
BLOCK A, RIVIERA OFFICE PARK
6-10 RIVIERA ROAD
KILLARNEY, JOHANNESBURG
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			

	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
		NAME:	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]		[IF YES ANSWER PART B:3 BELOW]

SIGNATURE OF BIDDER	DATE
.....	

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)	
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TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE (ALL INCLUSIVE)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Supply Chain Management	CONTACT PERSON	Siphelele Mpangase
CONTACT PERSON	Jane Mahlangu	TELEPHONE NUMBER	031 335 7300



SBD1

TELEPHONE NUMBER	011 544 1000	FACSIMILE NUMBER	None
FACSIMILE NUMBER	None	E-MAIL ADDRESS	Siphelele.Mpangase@thehda.co.za
E-MAIL ADDRESS	Jane.Mahlangu@thehda.co.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. THE BID BOX IS GENERALLY OPEN DURING OFFICE HOURS, MONDAY TO FRIDAY, FROM 08H00 TO 16H00.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

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



REQUEST FOR PROPOSAL

FOR

**APPOINTMENT OF A PROFESSIONAL TEAM TO UNDERTAKE
TOWNSHIP ESTABLISHMENT PROCESSES FOR HARDING,
UMUZIWABANTU LOCAL MUNICIPALITY, IN THE PROVINCE OF
KWAZULU NATAL**

REFERENCE NO: HDA/KZN/2018/002

PROPOSALS TO BE SUBMITTED BY

NOT LATER THAN

11H00 ON 20 DECEMBER 2018

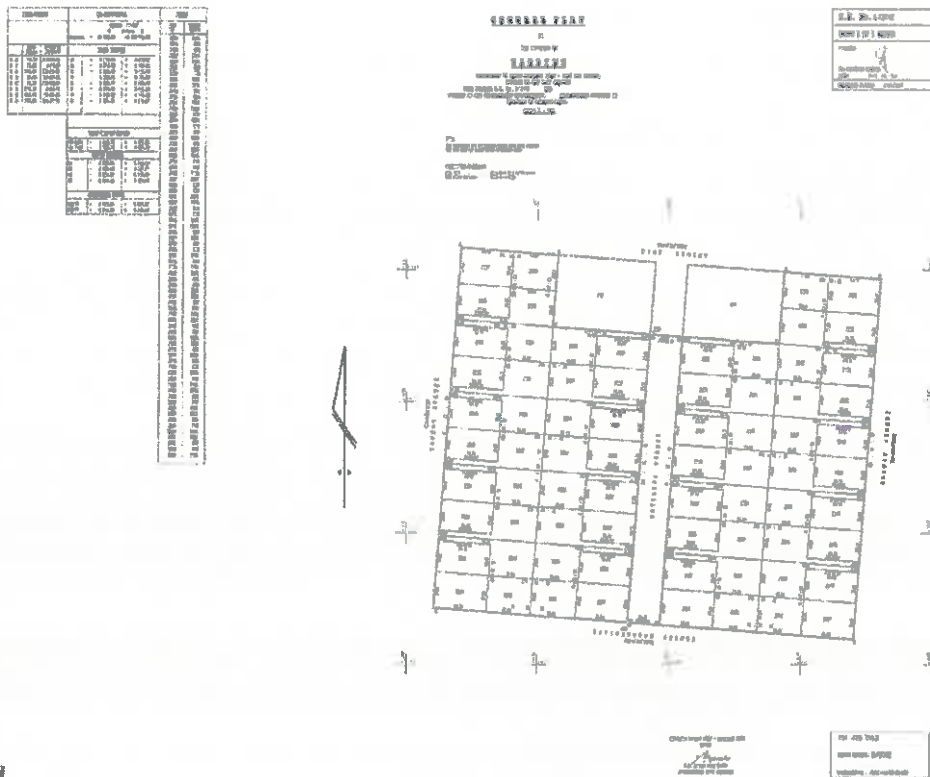
APPOINTMENT OF A PROFESSIONAL TEAM TO UNDERTAKE TOWNSHIP ESTABLISHMENT PROCESSES FOR HARDING, UMUZIWABANTU LOCAL MUNICIPALITY, IN THE PROVINCE OF KWAZULU NATAL

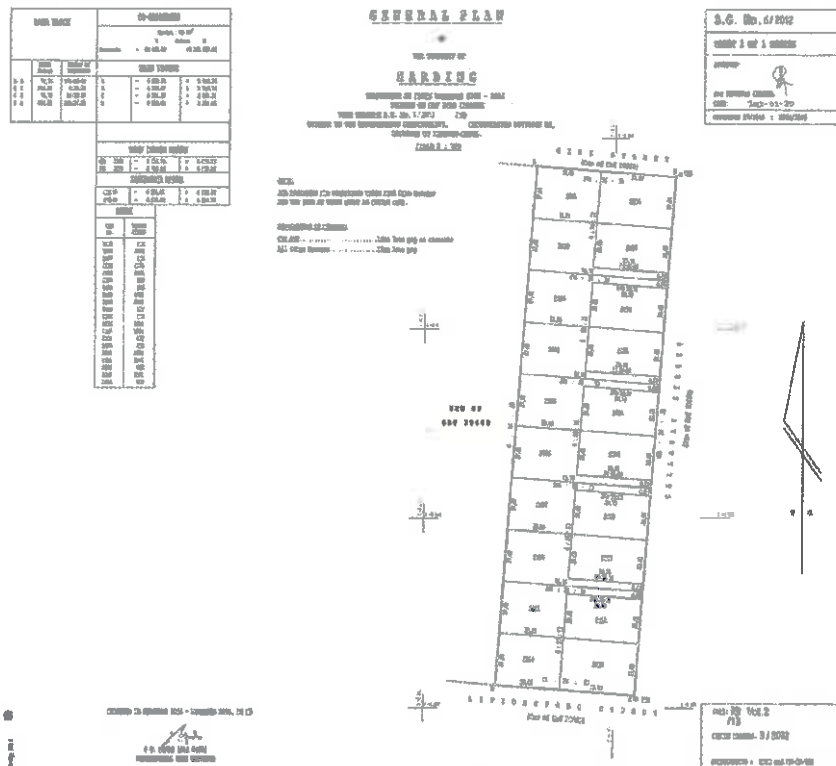
1. INTRODUCTION & BACKGROUND

The Housing Development Agency (HDA) is a national public development agency established by an Act of Parliament (Act 23 of 2008). The HDA promotes sustainable communities by making well-located land and buildings available for the development of housing and human settlements. As an organ of state, the HDA is accountable through its board to the Minister of Human Settlements. Visit www.thehda.co.za for more information.

As part of the Housing Development Agency's (HDA) legislative mandate to develop sustainable human settlements, the Housing Development Agency together with Umuziwabantu Local Municipality have entered into a partnership to develop a new project in the area of Harding.

This project is part of the municipality's strategic objectives a regenerating the town of Harding and also bringing in new housing opportunities in the area for affordable and middle income housing. The subject area was previously subdivided into 82 residential erven with an average site size of 1000m².





The current layout supports much lower densities which do not align with the Municipality's own densification framework. There is a growing demand for residential accommodation in the municipality for the GAP and affordable housing market segment. To meet this demand, a new concept would have to look at increased densities in order to maximise the development potential of the site and also to meet the demand for new developments.



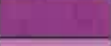





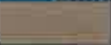

The HDA undertook the exercise of doing a conceptual re-layout which looked at a different housing mix and typologies. Total yield is 264 residential erven average site size being 400m² plus 3 super blocks reserved for medium density housing for the GAP and Social Housing market. The extent of the study area is 40.4286ha.



The **Development Concept** sought to address the following key areas;

- Increased densities
- mixed income and housing types
- accessible range of services and facilities
- integrated with surroundings
- integrated land use

Potential Yield

Proposed Land Use	No.	Area (Ha)	Area (%)	Notation
High Density Residential	00	03.75	10.12	
Low Density Residential	264	22.70	34.29	
Institutional	3	01.37	03.79	
Health Facilities	1	01.31	03.54	
Public Open Space	2	00.34	0.95	
Private Property	2	00.81	02.19	
Roads	1	05.40	14.58	
No Development Areas	1	05.70	14.39	
Retention system and proposed floodlines	1	05.82	05.91	
Sidewalks	2	00.24	00.65	
TOTAL DEVELOPMENT AREA		37.04	100	

AREA DESCRIPTION

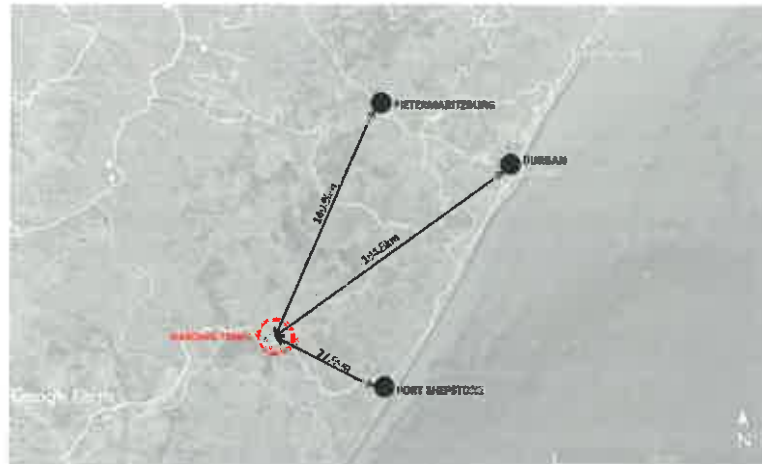
The Umuziwabantu Municipality is located on the western boundary of the Ugu District Municipality and shares its borders with the Easter Cape; Sisonke District and to the east with the Umzumbe and Ezingoleni Municipalities. The extent of the Umuziwabantu Municipal area is 10 862 ha (1088 km²). This area is constituted as follows:

- Urban: Harding which is about **2%** of the area
- Farmland: This constitutes **36%**
- Forestation: **20%**
- Tribal Areas: approximately **42%**

Economic activity in the town is mainly agricultural and government services. There is a significant gap in the housing supply and demand in the area. This has resulted in largely backyard rentals in the town due to the lack of adequate housing for the rental market. Further to this, there is no new housing stock catering for the market that earns above the

BNG subsidy quantum. This presents a great opportunity for this site given its location on the edge of the main town and along a fully developed local road network. The area is strategically located also along the N2 which is the main feeder between KZN and Eastern Cape.

Figure below, indicates the site locality



2. OBJECTIVE OF THE PROJECT

The objectives of the project are two-fold. Firstly, to address the Municipal housing needs and secondly to provide a single development where all income categories are catered for; an integrated development that provides for a range of housing options such as CRU/Social housing serviced sites and bonded housing.

The municipality aims to create a sustainable community in implementing this project, by creating a neighborhood that is built on green living, alternative technology in terms of electricity, water harvesting or any other such methods or technologies that would help in achieving the country's targets in the reduction of carbon emissions. The sustainability ethos for this development is underpinned in the main by the principles as outlined below:

- Low Carbon
- Climate Resilient Built Environment
- Communities And Human Settlements Flagship Programme



3. SCOPE OF WORK

The appointed service provider is expected to undertake the following services which includes (but not limited to) the following in ensuring the approval and proclamation of the township;

- a. To submit a township establishment application to the Umuziwabantu Local Municipality in terms of SPLUMA and Municipal By-laws and Urban Design Guidelines as well as approval thereof
- b. To prepare a submission and solicit comments from various departments and SOEs regarding the application
- c. To ensure survey and approval of the layout by the surveyor general;
- d. To ensure pegging of the approved General Plan
- e. The appointed service provider must take care of all the necessary administrative functions of the application, including, but not limited to: meetings and stakeholder engagements, presentations as approved and agreed to with the HDA
- f. To ensure that the township is approved and registered by the Deeds Office
- g. If an EIA process is triggered, an ROD must be sought by the service provider
- h. If a WULA process is triggered, such approval must be sought by the service provider
- i. To develop urban design guidelines to be approved and adopted by the municipality
- j. To develop architectural guidelines to be approved and adopted by the municipality
- k. To undertake all necessary technical studies and satisfy statutory compliance that is a direct pre-requisite for securing an approval in term of SPLUMA

The following studies should be conducted by the service provider as part of a complete township establishment application. These are:

- a. Traffic Impact Assessment
- b. Bulk Engineering Services Report

- c. Environmental Impact Assessment (if EIA is triggered)
- d. Geotechnical Report
- e. Topographical Survey
- f. Heritage Impact Study (if EIA is triggered)

It is the responsibility of the service provider to identify any other specialist studies that may be required in order to obtain a fully compliant SPLUMA approval. Such activities shall be quantified in terms of scope and cost.

Further, the following package of plans should be referred to (the list is not exhaustive):

- a. Umuziwabantu Municipality Spatial Development Framework
- b. Umuziwabantu Municipality Housing Sector Plan
- c. Umuziwabantu Municipality Integrated Development Plan
- d. Ugu District Municipality Integrated Development Plan
- e. Ugu District Water Services Development Plan
- f. Umuziwabantu Town Planning Scheme/SPLUMA by-laws
- g. Umuziwabantu Housing Market Study
- h. South Africa's Green Climate Fund Strategic Framework
- i. Climate Change Flagship Programmes Update June 2017
- j. Environmental Implementation Plan – Department of Human Settlements 2015-2020

4 DELIVERABLES & OUTPUTS

In accordance with the relevant standards and procedures for professional practice and the contracted scope of work, the professional service provider will submit and make oral presentation on the following outputs and ensure that the deliverables are achieved as outlined in an implementation plan to be agreed upon with the client;

- a. Township approval and conditions of establishment from the Municipality
- b. Approved General Plan from the Surveyor General
- c. Approval and opening of a township register by the Deeds Office

In addition to the above, the service provider shall provide the following:

- a. A report showing the design and preliminary cost of all services to be included in the implementation of the project
- b. Architectural designs with related costs in line with the target market as captured in the objectives of the project and the market study
- c. Urban design framework that will be in line with the vision of a 'Green City'

Further, the professional service provider will submit the work as outlined on the scope of work and in a format that is possible to calibrate and manipulate with other GIS related tools and CAD software (DWG/DXF). Soft copies of all reports are also required.

5 PROJECT MANAGEMENT

A project proposal and an inception report will be required from the service provider, outlining the agreed methodology, a timeous and realistic implementation plan, expected outputs and deliverables, milestones and timeframes, including a detailed work breakdown structure (WBS), RACI, RBS as well as a risk register and assignment matrix. All these and other project management techniques are to be included in the inception report and agreed to with the client (HDA).

The Service Provider will be required to sign a Professional Consultant Services Agreement (PROCSA) with the HDA.

6 OTHER RELATED ANNEXURES

All other related information attained from the any other relevant / responsible authorities, who assisted in undertaking the amendment of the General Plans should form part of annexures of the comprehensive report to be submitted to the HDA.

7 DURATION

The expected project duration is 8 months, dependent on the methodology, from the date of receipt of an appointment letter. The appointed service provider is expected to submit a project implementation plan within two weeks after appointment/signature of contract.

8 REVISION OF COMPLETION DATE

8.1 The appointed service provider will be entitled to a revision of the intended completion date if delays are caused to the scope of work as indicated in 4 above by:

- a. Exceptionally inclement weather;
- b. Acts of God, *vis major*, civil commotion, riot, local combination of workmen, strike or lockout, political interference;
- c. A variation to the scope of work as indicated in section 4 above and any other alterations or variation to the design of the scope of work in terms of this agreement;

8.2 Should any of the circumstances listed in 8.1 above occur, which could in the opinion of the appointed service provider cause a delay to the scope of work, then the appointed service provider will:

- a. Give the HDA written notice of such circumstance within 5 business days of such circumstance arising;
- b. Take any reasonable practical steps to avoid or reduce the delay.

8.3 Once the delay caused by such circumstances can be quantified, the appointed service provider will submit to the HDA full details of such delay within 5 business days of the date on which the delay becomes quantifiable.

8.4 If the appointed service provider submits a claim to the HDA for a revision of the intended completion date, such claim will be in writing stating separately in respect of each circumstance:

- a. The relevant circumstance referred to in 8.1 above on which the service provider submits the claim;
- b. The particulars giving rise to the claim; and
- c. The extension period claimed in business days and the calculation thereof.

8.5 The HDA shall within 5 (five) business days after being provided with the claim from the Service Provider in terms hereof:

- a. Grant, reduce or refuse the period claimed;
- b. Determine the revised completion Date;
- c. Identify each circumstance for each revision that is granted or give reasons for amending or refusing such claim.

8.6 Should any extension of time be approved by the HDA, this will be approved without cost.

9 TEAM COMPOSITION

The professional service team should be composed of a minimum of the following list of professionally registered professionals in order to show capacity to successfully implement the project in its entirety;

PROFESSIONAL	PRIMARY OUTPUT
Town Planner	Preliminary layout, land use and zoning Plan. Development Framework
Land Surveyor	Topographic Survey, consolidation Diagrams, lodging of GP
Environmentalist	Environmental Scoping, Basic Assessment or full EIA with specialist studies
Geotechnical Engineer	Geotechnical Study
Traffic Engineer	Traffic Impact Study
Urban Design	Layout and Massing Plan, and Urban Design Framework and guidelines
Architect	Preliminary Architectural Design, Architectural guidelines
Civil Engineer	Preliminary design and report of sewer, roads and stormwater
Electrical Engineer	Preliminary design and report of electrical infrastructure
Quantity Surveyor	Draft bill of quantities and costing model
Heritage Specialist	Heritage study or Heritage Impact Assessment

Town Planner

A Town Planner **will** be required as part of the professional team to undertake detailed feasibility studies for each of the project areas. The role of the planner will vary depending on the statutory process required for securing development rights, with the primary focus being on land use and statutory planning processes.

Scope of Work

Town Planner forms part of the team assembled to undertake the detailed planning as part and in the preparation of a development framework to guide investment and implementation. The Town Planner should be able to provide strategic leadership within the team and could also act as the lead consultant and/or project manager.

The key responsibilities that may be undertaken by the planner include:

- Overall management and co-ordination of work-streams

- Driving necessary engagements with technical departments and stakeholder
- Ensuring the project is executed efficiently according to a programme
- The coordination and packaging of all inputs required in the preparation of a Development Framework, Precinct Plan, and Urban Design Framework as may be required
- Undertaking a planning assessment, being a technical assessment of the site, and assessment of the current strategic framework giving direction to land use and development objectives for the site
- Land Use Planning, involving identifying – in conjunction with any market assessments conducted – the ideal distribution of land use activity across the site, both horizontally and vertically
- Statutory Planning, involving identifying appropriate zoning and other statutory tools required to secure a land use management system for the site. This may include the preparation of a Special Zone or Precinct Plan with supplementary controls for managing land use and development across the site
- Layout Planning, involving the preparation of a layout for the site. The layout of the site must be founded on sound development principles, goals and objectives developed for the site and in response to the specific needs for mixed use and social housing.
- The town planner may be responsible for the urban design development should they be able to demonstrate good competence and experience in this. In this case the town planner must work closely with the architect and urban designer to ensure strong integration between the building envelope, the space between buildings – in particular public space and circulation - and responsiveness to existing development on the edges of the site.

Relevant Skills and Experience

The Town Planner should be professionally registered Town and Regional Planner with a minimum of 5 years post registration experience in the urban planning and development field.

Land Surveyor

A land surveyor will compile the property and topographic data, which will provide the base plan information to be employed by the architects, urban designers and planners in the preparation of preliminary layouts and site development plans. The land surveyor may also have the expertise to undertake a land audit where this may be required. The opinion of a

conveyancer may be sought; if on inspection of the Title Deeds, certain encumbrances and conditions restricting the potential development of the site are encountered.

Scope of Work

The land surveyor will attend to the following tasks:

Land Audit

- Confirm the property extent, by locating SG Diagrams, including diagrams of servitude, and obtain the property Title Deeds or original Deeds of Grant from the Deeds Registry
- Preparation of Land Surveyor Certificate detailing all servitudes affecting the property.

Topographical Survey

The preparation of a detailed topographical survey, in accordance with the following requirements:

- All cadastral features
- A comprehensive contour map of the site
- The position of existing buildings and features, including driveways,
- All boundary features such as boundary fences and walls
- All engineering services and infrastructure, such as pipelines, underground cables manhole covers, valves, pump stations, distribution boxes, substations etc
- Routes of underground pipe lines, cables, and other buried services, which positions must be determined from surface and sub-surface indications
- Routes of overhead cables and location of support pylons
- Road edges, kerbs, and stormwater catchments and inlets
- Street furniture, light poles, telephone poles and other above ground installations
- The position of all mature trees on site as directed by the environmentalist
- A buffer area of 5 to 10m from the site boundary where practically feasible
- All registered servitudes impacting on the site.

Consolidation and Subdivision

The surveyor will prepare draft diagrams for consolidation and subdivision as part of the detailed feasibility and planning process.

Relevant Skills and Experience

The work should be undertaken by a professional land surveyor registered with the South African Geomatics Council (SAGC).

ENVIRONMENTALIST

The services of Environmental Specialists will be required for specialist studies, Screening, Basic assessment and EIA processes

Environmental Screening

- A botanical assessment is required to determine if the site contains any protected plant species;
- Protected species must be identified and mapped;
- The screening must establish if the proposed development triggers the need for an EIA processes in terms of NEMA, 1998 and its attendant Regulations, 2014;
- Further the screening will identify if there is a need for permit applications for the removal of any identified red data species;
- The specialists reporting must provide strategic recommendations for:
- Any mitigation measures required to reduce impact of development on the site.
- Potential environmental offsets required to address the loss of biodiversity and environmental and ecological services.

EIA or BA Process

- If an EIA or BA process is required, this should be undertaken during the detailed feasibility stage. The processes for an EIA or BA process, and the roles and responsibilities of the Environmental Practitioner are well established. As an outline the following activities will be required:
- Lodging of application for registration of an EIA by the Department of Environmental Affairs (DEA)
- Submission of and attainment of approval for basic assessment report (BAR) from DEA
- Facilitation of public participation processes
- Preparation of background document of public participation and registration of interested and affected parties
- Preparation of notices and advertisements of EIA for public comments
- Circulation of BAR to relevant departments and institutions for comments
- Addressing and responding to comments from interested and affected parties
- Attending all meetings related to the BA process ,
- Follow up on responses from the relevant competent authority.

Relevant Skills, Qualifications and Experience

To be a registered environmental assessment practitioner the following is needed:

Have an accredited tertiary qualification in Environmental Management, registered with SACNASP, and registered as an Environmental Assessment Practitioner. Have at least 5 years post registration experience.

GEOTECHNICAL ENGINEER

The services of a professionally qualified and registered service provider are required to undertake Phase 1

Type of Study Involved

Feasibility Stage: A Phase 1 Geotechnical Site Investigation is undertaken in preparation for, or during the feasibility stage and, amongst other outcomes, will identify any potential hazards, define ground conditions, and provide Site Classifications to inform land use and infrastructure planning, including detailed soil profiles and groundwater occurrences within the zone of influence of foundation work.

Terms of Reference for Phase 1 and Phase 2 Geotechnical Investigations:

The specifications for Phase 1 Geotechnical Investigations are well established and covered by the following published standards:

- GFSH-2: National Department of Human Settlements – Geotechnical investigations for housing developments
- SANS 634:2012 - Geotechnical investigations for township development

TRAFFIC ENGINEER

The services of a qualified traffic (and/or transportation) engineer will be required to undertake a TIA. TIA's are required by legislation in terms of the National Land Transport Act, 2009 (Act No. 5 of 2009). The Act states that development of any property or a change of land use within the jurisdiction of a planning authority is subject to submission of a TIA (sections 38 (2) b), 38 (3) (b)).

Scope of Work

A Traffic Engineer will need to prepare a Traffic Impact Assessment in response to the proposed development. The Traffic Impact Assessment is to be conducted by undertaking the following core activities:

- Identify the area of enquiry based on the expected impact of the development
- Undertake detailed desktop studies drawing on relevant background information, plans and studies
- Undertake field surveys and traffic counts to determine the existing road network and traffic characteristics in the study area
- Undertake consultation with relevant departments and stakeholders
- Determine the existing capacity and operational conditions within the road network and for the relevant modes of transport
- Determine the expected trip generation, trip distribution, modal split, and trip assignment
- Determine public transport facilities and servicing requirements to support the development
- Address road and public transport safety requirements in particular, pedestrian safety
- Determine and address parking requirements
- Address non-motorised transport requirements.
- TA's manual identifies two types of Traffic Impact Assessments (TIA's), being:
 - TIA, which focuses on external traffic impacts
 - A Site Traffic Assessment (STA), which focuses on internal traffic impacts and site access.

Relevant Skills and Experience

The TIA and traffic and transportation input must be undertaken by an ECSA registered Traffic/Transportation Engineer, with a minimum of 5 years post registration experience in the field.

Relevant Skills and Experience

The Leading Geotechnical Engineer must hold a tertiary qualification in geotechnical engineering and be professionally registered with ECSA, with proof of more than 10 years' experience in the field.

URBAN DESIGNER

The services of an Urban Designer should be included in the preparation of a detailed planning motivation/feasibility study. The function of the Urban Design can be undertaken by

an Architect or Town Planner with sufficient experience in delivering Urban Design Framework Plans.

Scope of Work

Precinct Design

The Urban Designer will contribute to the preparation of the preliminary layout for the site and the development of an Urban Design Framework Plan.

The primary tasks for the Urban Designer will include:

- Develop urban design principles, goals and objectives to guide the layout and design of the site.
- Develop 3-dimensional concepts for the precinct.
- The examination and conditional assessment of the existing building infrastructure of the inner-city sites.
- Reconciliation of existing space usage per identified use.
- Preparation of urban design and architectural concept and detailed proposal for the development of social housing on the six identified sites within the inner city in line with space norms.
- Integration of building conceptual design with natural environmental features.
- Recommendation on the best integration plan for the optimal usage of the facilities and available space. The reasoning for the request is to address the positioning of the college and new parking requirements.
- Analysis of existing structures and environs in line with technical investigations.

ARCHITECT

An architect will be involved in the detailed planning and feasibility stage for each of the sites. The key technical function of the architect will be to prepare one or more building design concepts to a sufficient level of detail to allow the quantity surveyor to prepare a preliminary bill of quantities.

Scope of Work

An architect will be responsible for the following:

- The examination and conditional assessment of existing building infrastructure on the site
- The preparation of an urban design concept for the entire site (in conjunction with the urban designer or urban planner)

- The development of space planning norms and standards to guide the preparation of a concept for social and gap housing development
- The preparation of a design concept for social housing across the site
- The preparation of a concept to address the building envelope and massing of commercial and other non-housing development sites within the design framework (layout concept) for the site
- The development of concept designs for social and gap housing to sufficient detail to allow the quantity surveyor to prepare a preliminary bill of quantities
- Assist in the preparation of development and design principles, and goals and objectives and in the preparation of any architectural Design
- Guidelines to inform a precinct plan and/or Urban Design Framework
- The preparation of 3D and other graphic visualisation material required to engage stakeholders, the public, and required to package the release of the site to the market.

Relevant Skills and Experience

The Architect should be professionally registered with the South African Council for the Architectural Profession (SACAP), and should have a minimum of 8 years' experience as a professional architect, with significant experience in the housing field, and design of social and public buildings and infrastructure.

CIVIL AND ELECTRICAL ENGINEERING

The services of both a Civil and Electrical Engineer will be required to undertake a full feasibility for each of the sites.

Scope of Work

The scope of work for a Civil Engineer includes:

- Provisional status quo (existing) condition assessment of the civil engineering service
- Preparation and submission of civil engineering report detailing the following requirements amongst others:
- Preliminary calculations for the wet services infrastructure requirements for the proposed development, with particular reference to water demand (Including fire water demand), sewerage collection/discharge and stormwater collection/disposal
- Providing particular recommendations on the provision of civil engineering services to the proposed development
- Preliminary cost calculations for the provision of planned on-site wet services infrastructure required

- Obtain formal confirmation from the applicable municipality about its ability to develop and deliver engineering infrastructure services.
- Further ascertain estimates for bulk services contribution costs and timelines for the provision of bulk civil engineering services
- Proposed engineering services layout e.g. proposed positions of plant, retention and dams and ponds (if any required)
- Calculation and certification of the 1:100-year flood line. A separate report will be required for the flood-line calculation
- Attend all project meetings as and when required.

Relevant Skills and Experience

The Engineer will be registered as a Professional Engineer with the Engineering Council of South Africa (ECSA), and should have a minimum of 5 years post registration experience.

QUANTITY SURVEYOR

The services of a quantity surveyor will be required for concluding planning motivation/feasibility for the project area under consideration.

Scope of Work

- The key role of the quantity surveyor will be to prepare a preliminary bill of quantities in order to develop an order of cost estimate for the implementation of the project.
- The preliminary bill of quantities will be based on preliminary architectural and engineering design.
- The quantity surveyor will need to work closely with the appointed architect and engineers.

HERITAGE SPECIALIST

The National Heritage Resources Act (Sections 34, 35 and 36) (NHRA), and the KwaZulu-Natal Heritage Act (Act No. 4 of 2008) (KZNHA) protects all heritage resources, that is, places or objects of aesthetic, architectural, historical, scientific, social, spiritual, linguistic or technological value or significance are protected from damage, destruction or alteration. Section 38 of the NHRA prescribes various triggers and conditions that require any developer, at the very earliest stages of initiating such a development, to notify the responsible heritage resources authority and furnish it with details regarding the location, nature and extent of the proposed development. Should the authority determine that any

heritage resource may be impacted by this development the authority will request the developer to prepare a heritage impact assessment report.

If the development is undergoing an EIA process, a Heritage Scoping Report must be conducted as part of the scoping phase of the Environmental Authorisation process.

The aim of the scoping phase is to identify the possible heritage related stakeholders, potential heritage resources within the development area, associated potential impact and risks, and further recommendations for the EIA phase. This Scoping Report must be submitted to SAHRA or relevant heritage authorities during the scoping phase public review period.

The key registration requirements for the Engineers shall be in line with the ECSA requirements for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000). The Land Surveyors be registered in terms of the Professional Land Surveyors And Technical Surveyors Amendment Act, Act 34 of 1993 and the Town Planners shall be in line with the South African Council for Planners for individual members and the South African Council for Consulting Professional Planners for the Company, in terms of the Planning Professions Act (Act 36 of 2002).

Kindly submit CV's, professional registration and certified copies of qualification of the proposed team for this project.

10. FEE STRUCTURE

10.1 An all-inclusive (lump sum) cost (including disbursements and VAT @ 15%) must be submitted for the entire project.

10.2 A comprehensive fee structure, time frame and payment schedule should be included in the submission (this will be discussed, agreed upon and included in the contract).

11. EVALUATION PROCESS

11.1 In order to facilitate a transparent selection process that allows equal opportunity to all services providers, the HDA will adhere to its policy on the appointment of services providers.

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

- a. The benchmark of minimum 75 points out of 100 points on technical functionality will be the cut off to qualify for further evaluation

b. Those that qualify will be assessed using the **80:20** formula for Price and **B-BBEE** as per the PPPFA

Functionality

	CRITERIA	WEIGHTING/ POINTS
Company profile and individual team members CV's	<p>Qualifications and proof of registration with Professional bodies eg. SACPLAN, ECSA etc</p> <ul style="list-style-type: none"> • Town Planner is registered with professional body (2) • Land Surveyor is registered with professional body (2) • Civil/Electrical Engineer is registered with professional body (2) • Environmentalist is registered with professional body (2) • Geotechnical Engineer is registered with professional body (2) 	10
Level of Experience	<p>Related work of the lead company and specifically work experience in Town Planning and related professional field</p> <ul style="list-style-type: none"> • Town Planner has 10 or more years' experience (6) • Land Surveyor has 10 or more years' experience (6) • Civil/Traffic/Electrical Engineer has 10 or more years' experience (6) • Environmentalist has 10 or more years' experience (6) • Geotechnical Engineer has 10 or more years' experience (6) 	30
Capacity	<p>Demonstrable skills and capacity, relevant knowledge and Experience</p> <ul style="list-style-type: none"> • Company has requisite skills to undertake all work (10) • Company has listed at least five projects of similar nature (5) • Company has attached letters from 5 references in both public and private sector on work completed (5) 	20
Methodology	<p>Demonstrate a clear activity programme and realistic timeframes</p> <ul style="list-style-type: none"> • Work programme, plan and allocation of resources and tasks (10) • Proposed methodology and strategy (30) 	40

TOTAL	100
--------------	------------

11.2 The following criteria will be used for points allocation for price and B-BBEE compliance on a 80/20 point system:-

CRITERIA	SUB-CRITERIA	WEIGHTING/ POINTS
Price	Detailed budget breakdown	80
B-BBEE Status Level Verification Certificate from accredited verification agencies.	B-BBEE Level Contributor	20
TOTAL		100

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

12. GENERAL

Below are compulsory requirements for this service.

- a. It is important to note that the successful person will work under the supervision of a HDA representative, abide by HDA's Code of Conduct, and other organizational guidelines.
- b. Kindly complete and submit the following:
 - o Valid original tax clearance certificate.
 - o SBD Forms (SBD4, SBD6.1, SBD8 and SBD9) obtainable from HDA Website: www.thehda.co.za/procurement. Under compliance checklist.
 - o CSD Report
 - o Valid and Original or Certified B-BBEE Status Level Verification
- c. Further information regarding supply chain matter and queries can be send via email to: Jane.Mahlangu@thehda.co.za
- d. Further information regarding technical matters and queries can be sent via email to: Siphelele.Mpangase@thehda.co.za
- e. There will be a site briefing session on 30 November 2018 at 11:00am, to be held in Umuziwabantu Municipality for this tender and all queries should be directed to the contacts above.

13. TERMS AND CONDITIONS

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

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

14. SUBMISSION OF PROPOSALS

Proposals should be submitted on or before the **03 December 2018** by no later than 11h00 to the following address:

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

Whilst the selection of the qualifying proposal will be at the HDA's sole discretion, attendance of a briefing session and site inspection which shall be held in Harding (KZN) on Friday 16 November is compulsory. The HDA does not bind itself to accept any particular bid/proposal, and the HDA reserves the right not to appoint the service provider.



Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

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

Empty text box for purpose of application

Particulars of applicant

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

Particulars of representative (Public Officer/Trustee/Partner)

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

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: HDA/KZN/2018/002
CLOSING TIME 11:00	CLOSING DATE: 20 December 2018

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	----------------------------------------------------------------

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

4. PERSON AND POSITION

	HOURLY RATE	DAILY RATE
.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R..... days
.....	R..... days
.....	R..... days
.....	R..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....

TOTAL: R.....

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

Name of Bidder:

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid
.....
- 7. Estimated man-days for completion of project
.....
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department: Supply Chain Management

Contact Person: Ms. Jane Mahlangu

Tel: 011 544 1000

Or for technical information –

Department: Region C: KZN

Contact Person: Mr. Siphelele Mpangase

Tel: 031 335 7300

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the80/20..... preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	10
B-BBEE STATUS LEVEL OF CONTRIBUTOR	90
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

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

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

.....

8.6 **COMPANY CLASSIFICATION**

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

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

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

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)