



SBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (<i>THE HOUSING DEVELOPMENT AGENCY (HDA)</i>)					
BID NUMBER:	HDA/KZN/2022/004	CLOSING DATE:	20 OCTOBER 2022	CLOSING TIME:	11:00
DESCRIPTION	EXPRESSION OF INTEREST FOR PROPERTY OWNERS, DEVELOPERS, BROKERS, PROPERTY MANAGEMENT COMPANIES, SOCIAL HOUSING INSTITUTIONS AND OTHER RESIDENTIAL PROPERTY PROVIDERS TO PROVIDE TEMPORARY EMERGENCY ACCOMMODATION TO SUPPORT THE VICTIMS OF THE APRIL/MAY 2022 FLOOD DISASTER IN 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 (<i>STREET ADDRESS</i>)					
THE HOUSING DEVELOPMENT AGENCY (HDA)					
BLOCK A, RIVIERA ROAD OFFICE PARK					
6-10 RIVIERA ROAD					
KILLARNEY					
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 <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <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 [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED (<i>Attach proof of authority to sign this bid; e.g. resolution of directors, etc.</i>)					
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	SCM	CONTACT PERSON	Siphelele Mpangase		



SBD1

CONTACT PERSON	Jerry Makofane	TELEPHONE NUMBER	031-335-7300
TELEPHONE NUMBER	011-544-1000	FACSIMILE NUMBER	011-544-1006/7
FACSIMILE NUMBER	011-544-1006/7	E-MAIL ADDRESS	Siphelele.mpangase@thehda.co.za
E-MAIL ADDRESS	Jerry.makofane@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.

The Procurement
Officer
The Housing
Development
Agency
Block B, 2nd Floor
Megawatt Park
Offices
Maxwell Drive,
Sunninghill



**EXPRESSION OF INTEREST
FOR**

**PROPERTY OWNERS, DEVELOPERS, BROKERS, PROPERTY MANAGEMENT COMPANIES,
SOCIAL HOUSING INSTITUTIONS AND OTHER RESIDENTIAL PROPERTY PROVIDERS TO
PROVIDE TEMPORARY EMERGENCY ACCOMMODATION TO SUPPORT THE VICTIMS OF THE
APRIL/MAY 2022 FLOOD DISASTER IN KWAZULU NATAL.**

HDA/KZN/2022/004

**PROPOSALS TO BE SUBMITTED BY
NOT LATER THAN
11H00 ON 20 OCTOBER 2022**

**A NON-COMPULSORY BRIEFING SESSION WILL BE HELD ON MS TEAMS ON 6
OCTOBER 2022 AT 10HAM. KINDLY USE THE LINK BELOW TO JOIN THE BRIEFING
SESSION:**

[Click here to join the meeting](#)
Meeting ID: 317 799 715 408
Passcode: 43ioHa

PROPERTY OWNERS, DEVELOPERS, BROKERS, PROPERTY MANAGEMENT COMPANIES, SOCIAL HOUSING INSTITUTIONS AND OTHER RESIDENTIAL PROPERTY PROVIDERS TO PROVIDE TEMPORARY EMERGENCY ACCOMMODATION TO SUPPORT THE VICTIMS OF THE APRIL/MAY 2022 FLOOD DISASTER IN 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 a result of the April/May 2022 floods that affected a majority of the coastal municipalities in KZN, thousands of people were displaced as a result of their homes being totally destroyed. As an emergency response, most of the people were moved into Mass Care Centres (i.e. schools, halls, churches etc). At the beginning of the disaster response by government, 135 of these facilities were occupied across the affected districts of Ilembe, Ugu, eThekweni and uMgungundlovu.

With the interventions that have been implemented since April, many families remain in residence at these 69 Mass Care Centres. As a result, the KwaZulu Natal Department of Human Settlements (KZNDHS) eThekweni Municipality and the Housing Development Agency (HDA) have devised a solution to relocate these families from the remaining 69 Mass Care Centres in eThekweni and 1 in uMsunduzi into what is now termed Temporary Emergency Accommodation.

The intention to issue this Expression of Interest (EOI) is to solicit readily available buildings within the jurisdiction of eThekweni Municipality and particularly areas where the occupied Mass Care Centres are located. The intention is to solicit residential stock that can accommodate flood victims through a leasing arrangement basis, within the applicable government subsidy quantum.

2. STUDY AREA

Further details of all mass care centres are contained in **Appendix 1**

3. OBJECTIVE OF THE PROJECT

Through this EOI document, the Housing Development Agency invites suitable, qualified and competent developers, owners, brokers, property management companies Social Housing Institutions and/or student accommodation facility operators to provide student accommodation facilities, on short-term basis to accommodate the victims of flood disaster victims.

The basis of the approach is that **Temporary Emergency Accommodation** has three components:

- The 'property' (the land on which the dwelling/s are situated on) and where predominantly applicable legislation/regulations are municipal ordinance and by-laws and the NBR (SANS 10400 that includes 'deemed to satisfy' codes of practice).
- The 'building' and where the predominantly applicable legislation/regulation is again the NBR (SANS 10400), as well as SANS10142 for electricity. Depending on both the building type e.g., single dwelling, sectional title other legislation and regulations may also apply
- The 'lease' which regulates the relationship between the landlord and tenant and where, in addition to the Rental Act (applicable to all three components to varying degrees but most applicable to the relationship/lease) and Sectional Title Scheme Act (where accommodation rented is in a sectional title scheme), other legislation such as the Consumer Protection Act or Immigration Act (person allowed 'legal residence') may also apply

Note to Bidders: This EOI does not constitute an offer by HDA to enter into a contract with a Bidder(s), but merely serves as an invitation to submit bids to potential Bidders.

Issuance of the EOI

The Agency issues this EOI, as the first formal step in its procurement process to ultimately enter into a Suite of Agreements with a POTENTIAL SERVICE PROVIDER(s) for the provision of suitable accommodation for occupation by the flood disaster victims on a short term less (not exceeding 24 months).

Objective and Purpose of the RFP

The objective of this EOI is to provide sufficient information in relation to the Project to enable prospective Bidders to make an informed decision on whether to participate in the procurement process and for those who wish to participate, enable them to submit a complete and comprehensive Proposal which will enable the HDA to understand the capacity and suitability of Bidders relevant to the delivery of the required accommodation facilities.

4. SCOPE OF WORK

The focus of this EOI process is the procurement of short-term rental accommodation Projects that are on private land and/or buildings. These Projects are expected to become an integral part of the Expression of Interest for the Procurement of Short-Term Rental Accommodation Solutions for the victims of the April/May 2022 flood disaster on Private Buildings.

The short-term rental accommodation solutions for this RFP will be delivered through the following key activities and/or arrangements:

Type of Arrangement	Details
LEASE	A partnership model where the Agency enters into a short-term arrangement with a POTENTIAL SERVICE PROVIDER to lease a building which will be for a specified period.

Project Requirements

- a) Projects provided by the POTENTIAL SERVICE PROVIDER must be for new developments and/or refurbished properties that can supply 50 households and are, preferably within a 5 kilometre radius of the relevant mass care centre, which are in compliance with the Policy on Minimum Norms and Standards for Social Housing and/or student accommodation.
- b) The application of the Policy on Minimum Norms and Standards will ensure that flood victims are provided with adequate, fit-for-purpose accommodation. The Policy on Minimum Norms and Standards must be applied when planning specifications for the refurbishment and renovation of existing buildings.
- c) The minimum size per room is 8m² (single room).

NB: Minimum Norms and Standards are attached as Appendix 3

Scope of Services

Bidders are invited to provide suitable and sustainable rental accommodation for the Agency within the Project Site, comprising individual or family size rooms, water, electricity, recreational and cooking facilities, for a specified period. Bidders would be required to fulfil the following:

- a) Provide accessible, decent, safe, and conducive rental accommodation which meets the minimum standards of the Agency.
- b) Operate and Maintain the Facility for the duration of the contract.

Fit for Purpose Temporary Emergency Accommodation

With respect to the accommodation, provide information about the property:

- a) Provide documents to prove the ownership of the property.

- b) Provide details regarding the typology of the designs (the dimensions of the rooms provided, with detail on whether the facility will provide one or two-bed facilities, etc), and the specifications of the designs in relation to the norms and standards for social/student housing.
- c) Fit for purpose Rental Accommodation.
- d) Access control to the facility to ensure only legitimate flood disaster victims have access to their rooms.
- e) Indicate timelines with regards to the date of occupation.
- f) Certificates of compliance with statutory laws governing residential accommodation and land use.
- g) The minimum number of households required for this bid may be available from more than one property.

Funding Structure and Contractual Mix

The Agency intends to enter into a Suite of Agreements with the POTENTIAL SERVICE PROVIDERs for the Projects. The rent payments of the Agency as per the agreements will serve as the sole source of repayment to the POTENTIAL SERVICE PROVIDERs for their Projects. Primary consideration will be given to the proposed amount of rent per bed payable by the Agency with respect to each Project. As such, qualified Bidders should propose Projects, in response to the EOI, that minimise the cost to the Agency to the fullest extent possible.

The primary revenue, which will accrue to the POTENTIAL SERVICE PROVIDER, will be the rent payments, which will be subject to penalty deductions in circumstances where the POTENTIAL SERVICE PROVIDER delivers services at a level lower than that contracted for. The Agency will be entitled to levy penalties for, a specified level/frequency of unavailability or performance failure and if not satisfactorily remedied, terminate the agreement with the POTENTIAL SERVICE PROVIDER.

The rent payments under the Suite of Agreements will be the HDA's exclusive payment obligation with respect to the successful Projects. No other form of payment shall be pledged to the payment of the private financing for the Project from the Agency

The POTENTIAL SERVICE PROVIDER will be required to assume of a substantial portion of Project risks, with the primary project risks allocated as follows (please note that this list is non-exhaustive):

Form of Risk	Risk Bearer
Design Risk	Potential Service Provider
Demand/Occupancy Risk	Agency
Operations and Maintenance Risk	Potential Service Provider
Environmental Risk	Potential Service Provider
Financing	Potential Service Provider

5 DELIVERABLES

It is anticipated that the Potential Service Provider must demonstrate the following aspects in the expression of interest:

- Tenant Management
- Facility Management
- Maintenance & Repair
- Fire, health, safety and Security
- Access control
- Cooking facilities
- Ablution facilities
- Recreational facilities

6 TEAM COMPOSITION

The Potential Service Provider should demonstrate a minimum of the following skills and capacity to manage and operate a facility:

- Tenant management.
- Facility management skills to operate a residential facility.
- Maintenance & repair skills (handyman, plumber, electrician) to deal with minor repairs.
- Health and Safety skills to demonstrate compliance with fire safety and operational safety of the facility.

7 OTHER RELATED MATTERS

The Potential Service Provider should familiarise themselves with regard to government policy dealing with temporary residential accommodation.

8 DURATION

The expected project duration is **24 months**, dependent on the methodology, from the date of receipt of an appointment letter. The lease may be extended if suitable alternative accommodation has not been found for the beneficiaries within the 24-month period, but this will not be an automatic extension or renewal. In the event of such extensions, any increases in price will be subject to limits of the consumer price index, and subsidy guidelines and subject to the approval of the KZN Department of Human Settlements. The appointed service providers are expected to submit a project implementation plan within two weeks after the appointment/signature of the contract.

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- 9.1 In order to facilitate a transparent selection process that allows an equal opportunity for all service providers, the HDA will adhere to its policy on the appointment of service providers.
- 9.2 The HDA needs to be satisfied, in all respects, that the organisation/individual selected has the necessary resources, qualifications and abilities for this project, and that all submissions are regarded in a fair manner in terms of evaluation criteria and process.

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 either the **80:20 or 90/10** formula for Price and **B-BBEE**
- c. as per the PPPFA.

Table 2 - Functionality criteria

The Agency shall consider, assess and evaluate each Bidder Response on the basis of the following stages:

Stage	Requirements
0 Administrative Compliance	This stage will involve an evaluation of the administrative requirements and confirming that the bid complies with a number of general supply chain requirements. Bidders must submit all documents as outlined in the RFP appendix 2.
1 Pre-Qualification of Bidders	Only bidders that meet the requirements of Stage 0 will proceed to Stage 1. In Stage 1 of the evaluation, Bidders are to respond to the questions contained in appendix 2 (Response Form). Bidders will be required to demonstrate their knowledge and expertise in rental accommodation or other similar project. The in depth knowledge should be articulated through verifiable information and references. Bidders shall be subject to 100% compliance to the requirements of stage 1. Only bidders that meet the requirements of Stage 1 will proceed to Stage 2.
2 Project Evaluation	Stage 2 will focus on evaluating the proposed Project, in accordance with the functional criteria as set in this RFP document. A minimum score of 75 points is required to proceed to Stage 3 evaluation. Only bidders that meet the minimum score in Stage 2 will proceed to Stage 3.
	3 Site Inspection

At this stage, the site inspection will be conducted at the acceptable bidders premises to confirm the suitability of the offered building/s or properties. Buildings or properties not found suitable will not proceed to the next stage of the evaluation process. i.e. price & B-BBEE.

**4
Price and B-BBEE**

At this stage, B-BBEE points will be allocated based on the BEE rating certificate submitted by the Bidder. Where a Bidder has not submitted (or submitted an invalid certificate), the Bidder shall not be awarded any B-BBEE points. The Price (financial proposal) of the Bid shall be evaluated based on the following proposed terms and conditions:

- Proposed Rental Rate and Escalation Rate
- Proposed Term of Contract
- Additional Costs, if any, and Terms of Proposed Asset Transfer Arrangement

The Suite of Agreements will be provided to Bidders that are shortlisted for award to prepare for Stage 4. At this stage, the Agency intends to hold Pre-award Negotiations with shortlisted bidders on requirements such as socio-economic development requirements and any other factors that may arise from the Bidder's Response.

5 Contracting and Negotiations

At this stage the shortlisted Bidders and the Agency will negotiate with a view to concluding the process to reach lease agreements. Bidders will be required to submit a final project implementation including information on the: Socio-economic and Transformation targets (commitment to B-BBEE and Localisation) The targets are to be provided for Facilities Management stages of the Project.

The bids must be complete in all respect and should cover the entire scope of work as stipulated in the RFP document. This tender exercise is open to all bidders who meet the eligibility criteria as provided below:

Stage 0: Administrative Compliance

The Bidder will be required to provide the following documents:

	Criterion	Remarks
1	Business Registration Certificates	Must be submitted with the bid.
2	Tax Pin or Valid Tax Clearance Certificate	Must be submitted with the bid. Non-submission will result in a disqualification.

3	Central Supplier Database (CSD) Summary Report	Must be submitted prior final negotiation stage
4	Valid B-BBEE Certificate	Non-submission will result in the non-award of B-BBEE points
5	Declaration of Interests (SBD 4)	Must be submitted with the bid. Non-submission will result in a disqualification.
6	Declaration of Procurement above R10million (SBD 5)	Must be submitted with the bid. Non-submission will result in a disqualification.
7	PPPFA Points Claim Form 2011 (SBD 6.1)	Must be submitted with the bid. Non-submission will result in a disqualification.
8	Declaration of Bidders past SCM Practices (SBD 8)	Must be submitted with the bid. Non-submission will result in a disqualification.
9	Certificate of Independent Bid Determination (SBD 9)	Must be submitted with the bid. Non-submission will result in a disqualification.
10	Audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	Must be submitted with the bid. Non-submission will result in a disqualification.

Stage 1: Pre-Qualification of Bidders

The bidders MUST possess the requisite experience, strength, and capability in providing the services necessary to meet the requirements as described in this RFP. The bidders MUST possess the knowledge and technical know-how that would be required to successfully deliver the Project.

The form and substance of the information to be provided is set out in Appendix 2. The Responses for Track Record and Experience are to be provided in Appendix 2 of the Response Forms.

Preliminary - Site Suitability Assessment

- a) A preliminary site suitability assessment will be conducted to evaluate the site's ability to meet the Project requirements, based on the following criteria:
 - b) Site Suitability
 - Site location
 - Distance from the relevant mass care centre
 - c) Household and Bed Capacity
 - The ability of the Bidder/s to provide a minimum of 50 households
 - d) Land Ownership
 - Provide evidence of proof of title to the property or proof of the offer to purchase the property or proof of option on the property or any other acceptable proof that the bidder has or will have legal access to the property.
 - A resolution from the landowner confirming the use of the property for this purpose
 - A resolution from the Trustees/Directors in the event of properties being held by a Trust/Company

Bidder Capability and Strength

- e) Technical and Financial Capacity
 - i. Design and Construction
 - Bidder's experience in the design and construction, management of new or refurbished developments covering the services required, undertaken in large scale facilities of a similar size to and nature residential accommodation or rental housing) of the Project (namely with a value greater than R1.5 million)
 - f) Contract Management
 - Experience in property management in Operations and Maintenance (and/or PPP) contracts for large scale residential accommodation developments

similar rental facilities of a similar size to the Project (namely with a value greater than R1.5 million).

- At least 1 contactable reference to support the Bidder's experience.
- g) Facilities Management
 - Experience in the provision of facilities management services for facilities of a similar size and nature (residential accommodation or rental housing) of the Project (namely with a value greater than R1.5 million).
 - At least 1 contactable reference to support the Bidder's experience.
- h) Financial Standing
 - A copy of the recent (not more than three years) where the Bidder/s has more than 100 households on offer, audited financial statements, the latest of which should not be older than 18 months before the RFP submission date. And where the audited financial statements are older than 12 months, Bidders are to provide the year-to-date management accounts.
 - A letter from auditors confirming that the entity and its members are solvent where the Bidder/s have less than 100 households on offer.

Stage 2: Project Evaluation

Stage 2 will focus on the quality of the Proposed Project's ability to meet the Agency's requirements, in accordance with the functional criteria as set in this RFP document.

Technical

The Bidder to provide its general strategy and approach for delivering the Project in a manner that will enable the Agency to achieve the Project Requirements, including the following

- a) Demonstrate that the property is **occupation ready and fit for purpose and that it meets the Minimum Norms and Standards**. Provide information of the Bidder's position with regard to sustainable living, including key environmental characteristics such as waste disposal, recycling and energy conservation.
- b) Timelines to commencement date of occupation.
- c) Buildings that have passed the functionality evaluation will be subjected to a physical inspection prior to any negotiations taking place

Financial Capacity

Given that each Project will require capital injection by the POTENTIAL SERVICE PROVIDER, it is important that the Bidder demonstrate financial strength. The Bidder is required to demonstrate that it has the requisite equity required for this Project.

Risk Management

To be evaluated on the extent to which Bidder has identified and proposes to mitigate the risks that it anticipates for the Project; and how insurance will be used to mitigate

against such risks. It is important that the POTENTIAL SERVICE PROVIDER assumes a substantial portion of all forms of project life-cycle risk (including construction, financing, operation and maintenance risks of technologies).

Note that a minimum score of at least 75, must be achieved in order to advance to further evaluation. Each Bid will be scored in each category. The relative number of points available in respect of the various categories will vary to reflect the relative importance of each category. The weighting attributed to each of the following categories of evaluation, for purposes of evaluating each Bid to this RFP, are —

#	Functional Criteria	Points
i.	Technical	50
ii.	Floor Plans and Compliance Certificates	40
iii.	Risk Management	10
	Total	100
	<i>Minimum Score Required to Qualify for Further Evaluation</i>	75

FUNCTIONAL CRITERIA	POINTS
Technical Capacity	50
Demonstration of Compliance with Minimum Norms and Standards for Social Housing and Adoption of Innovative Approaches to Project Delivery	
The Project designs should demonstrate that once the development is completed, the Facility will meet the minimum norms and standards. (Bidders are to demonstrate how the selected Project Site and its surrounding environments caters to the safety, security and well-being of beneficiaries as per the minimum norms and standards).	
FUNCTIONAL CRITERIA	POINTS
Please note that compliance with the Minimum Norms is as an important requirement, which may lead to bidders being disqualified if not adequately addressed in the submission.	
-Distance from the Project Site to the Mass Care Centres	30
3 Kilometres or less	15
More than 3 but less than or equal to 5 Kilometres	10
More than 5 but less than or equal to 10 Kilometres	5

More than 10 but less than or equal to 20 Kilometres	0
Demonstration of Bidder's ability and plan to achieve timely occupation commencement (Please note that this commitment will form part of the contract conditions should the Bidder be successful.)	20
o Ability to deliver capacity to accommodate more than 150 households.	20
o Ability to deliver capacity to accommodate 50 - 100 households.	10
o Ability to deliver capacity to accommodate less than 50 households	0
Submission of Floor Plans and Certificates of Compliant	40
Approved Floor Plans with clear dimensions, all certificates of Compliance provided (viz Electricity, Plumbing, Fire & Safety, Gas (If applicable), Building Occupation Certificate	40
No Approved Floor Plans with clear dimensions, but all certificates of Compliance provided (viz Electricity, Plumbing, Fire & Safety, Gas (If applicable), Building Occupation Certificate are provided	30
No Approved Floor Plans with clear dimensions, not all certificates of Compliance provided (viz Electricity, Plumbing, Fire & Safety, Gas (If applicable), Building Occupation Certificate are provided	20
Approved Floor Plans with clear dimensions, but no certificates of Compliance provided (viz Electricity, Plumbing, Fire & Safety, Gas (If applicable), Building Occupation Certificate are provided	5
No Floor Plans with clear dimensions and no certificates of Compliance provided (viz Electricity, Plumbing, Fire & Safety, Gas (If applicable), Building Occupation Certificate are provided	0
Risk Management	10
o All Project relevant risks were identified and listed	10
o Bidder assumes a substantial portion of the identified risks	
o Bidder has identified efficient and innovative riskmanagement approaches to mitigate against assumed risks.	
o Bidder has identified specific risks but did not adequately identify and list all Project relevant risks	5
o Bidder did not adequately identify suitable riskmanagement approaches to mitigate against identified risks	
o The Bidder has submitted no information or inadequate information to determine a score.	0

Stage 3: Site Inspection

At this stage, the site inspection will be conducted at the acceptable bidders premises to confirm the suitability of the offered building/s or properties. Buildings or properties not found suitable will not proceed to the next stage of the evaluation process. i.e. price & B-BBEE.

Stage 4: Price and B-BBEE

B-BBEE

B-BBEE points will be allocated based on the BEE rating certificate submitted by the Bidder. Where a Bidder has not submitted (or submitted an invalid certificate), the Bidder shall not be awarded any B-BBEE points

Financial Proposal

Here the evaluation will focus on the total life cycle project costs. The Bidder will be required to provide a general strategy and approach to financing the Project, in the form of a financial model, in a manner that will enable the Agency to achieve the Project Requirements, including the following:

- a) The Bidder is required to submit a comprehensive financial model for the proposed term of contract, and to specify:
 - a. The proposed rental rate per bed;
 - b. The proposed escalation rates;
 - c. To propose an all-in price, as the Agency will not assume any payment obligations other than the contracted lease costs, subject to the agreements and the risk sharing agreed between the POTENTIAL SERVICE PROVIDER and the Agency.
 - d. The proposed term of contract.

The Price (financial proposal) of the Bid shall be evaluated based on the following proposed terms and conditions:

- a) Proposed Rental Rate and Escalation Rate;
- b) Proposed Term of Contract;
- c) Additional Costs, if any; and

Post-Award Negotiations (Conditional Award)

The Agency intends to hold pre-award negotiations with the shortlisted Bidders. The purpose of this process will be to:

- (i) Clarify the socio-economic and transformation requirements, and the level of detail required from the Bidders;
- (ii) To provide the suite of agreements provided for the Programme in preparation for the negotiations stage, Stage 4;
- (iii) To clarify on the next steps of procurement and what is required from the Bidders (which includes the provision of lender term sheets).

Stage 4: Contracting and Negotiations

At this stage of the evaluation, the HDA will consider inputs on the Suite of Agreements with the aim of concluding and signing the agreements with the Preferred Bidders.

Socio-economic and Transformation targets in the Project

In line with its targeted procurement policy and contract participation goals, the Agency expects the Bidders to commit to optimise the participation of B-BBEE entities, local entities and local labour in the Project.

The Bidder will be required to submit detailed plans that meet the requirements of the Agency, listing the targeted enterprises to be sub-contracted/appointed into the Project, at both construction and facilities management stages, and also outlining how the Project will benefit local employment and others. The HDA encourages the Bidders to make proposals as to how the Project will benefit the local communities indirectly through outreach initiatives, women and youth development and skills transfer opportunities.

Either the 80/20 OR 90/10 Preference Point System is applicable for this tender.

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

Where

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration, and;

P_{\min} = Price of lowest acceptable tender.

- (1) The following table must be used to calculate the score out of 10/20 for B-BBEE:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4

8	1	2
Non-compliant contributor	0	0

11.4 The following criteria will be used for points allocation for price and B-BBEE compliance on a 80/20 or 90/10-point system: -

CRITERIA	SUB-CRITERIA	WEIGHTING/ POINTS
Price	Detailed budget breakdown	80 or 90
B-BBEE Status Level Verification Certificate from accredited verification agencies.	B-BBEE Level Contributor	20 or 10
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 HDA Supplier Registration form if not already on our database and submit together with:
 - 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.
- c. Further information regarding supply chain matter and queries can be send via email to: jerry.makofane@thehda.co.za
- d. There will be a tender no briefing session 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 **20 OCTOBER 2022** by no later than 11h00 to the following address:

**The Procurement Officer
The Housing Development Agency
Block B, 2nd Floor Megawatt Park Offices
Maxwell Drive, Sunninghill**

There will be a non-compulsory briefing session on MS Teams on 6 October 2022 at 10H00AM. Kindly see the link below for the briefing session.

[Click here to join the meeting](#)

MeetingID:317799715408

Passcode: 43ioHa

Whilst the selection of the qualifying proposal will be at the HDA's sole discretion, the HDA does not bind itself to accept any bid/proposal, and the HDA reserves the right not to appoint the service provider.

APPENDIX 1: TABLE OF MASS CARE CENTRES & HOUSEHOLD SIZE

BREAKDOWN OF HALLS WARDS & TOTALS APRIL 2022 STORM			
ETHEKWINI MUNICIPALITY			
NO	WARD	HALL & AREA OF ORIGIN	No of Households
1	3	Umzinyathi (Includes Faith Mission & Faith in Action Halls)	94
2	4	Nondlini Community Hall	6
3	7	Ntshongweni Hall	62
4	9	Kwadinabakubo	38
5	9	Tribal Authority eNkantolo (Upper Molweni Enkantolo)	2
6	9	Bethal Church	11
7	9	St Leo Catholic Church (Emaromeni)	23
8	12	KwaNdengezi Hall - (kwaNdengezi, Coffefarm, Rockdale)	56
9	12	Ruffaro Hall - (Snethemba info sett) (Rufalo Hall)	33
10	12	Thokoza	14
11	12	Mbalenhle Hall / Coffee Farm	34
12	12	Isithundu Hills	51
13	13	Mariannridge Hall	37
14	13	Dassenhoek Hall	13
15	14	Cutshwayo Hall	8
16	15	Ekhehleni Hall - Itshelimnyama Ph4 (Shekinah/Ndlovu Church)	44
17	15	Motala Farm / Emmause	70
18	15	Tshelimnyama/Marianridge	17
19	15	Mpola Hall - Mpola	40
20	16	St Wendolins Hall	16
21	16	Nazareth Island Hall	50
22	16	Nazareth Hall	27
23	17	Savannah Park Daycare - Savanah Park	16
24	17	Umbhedula Hall	3
25	19	Kwadabeka Sub 5 Hall	31
26	21	Clermont Hall (KwaShembe)	9
27	23	Trurro Hall - Primary -Annet Drive info sett	53
28	39	Duffs Road	322
29	23	Palmiet Hall - Palmiet zone 1 info sett	39
30	24	Chesterville Hall - (Marikana & Ntwenhle info sett)	37
31	29	Gospel of Jesus Ministry Church	38
32	36	Greenwood Park Hall - Siyathuthuka	87
33	38	Ntuzuma A Hall	38
34	43	Ntuzuma F Hall (KwaNozaza) - (Ntuzuma E,D,G, KwaNdlazi)	78
35	44	Hlangabeza	10
36	44	Emachobeni	53
37	50	Shastri Park Hall - Peace Palm	5
39	57	Nhlungwana - Newtown C Hall (Area 4)	16
40	58	Mount View Hall - (Coniston info sett)	406

41	58	La Mercy - Pholani	77
42	58	Canelands Training Centre - Canelands info sett	38
43	59	Jabulani Hall - (Buffelsdraai, Trenence Park 2C)	65
44	59	Zwelisha	87
45	60	Redcliff Community Hall - Redcliffe (Danielle's House Hall)	187
46	60	KwaTommy Container (Everest Heights Container)	12
47	60	Redcliffe	27
48	62	Tongaat Town Hall - (Thuthukani info sett)	101
49	64	Yellowwood Park B - (Mega Village info sett)	75
50	65	Burlington Hall - Burlington Emfuleni sett	310
51	65	Queensburgh Hall - Burlington	43
52	69	Bayview Hall - (Unity Avenue & Khokhoba Info Sett)	104
53	71	Shallcross Hall	81
54	73	Montford Hall	51
55	74	Tehuis Hall - (Mega Village info sett)	148
56	76	Umlazi V Hall - (Pump house, Monkey Town, Ringini, Thandanani info sett)	62
57	78	Umlazi K Hall (Lusaka, AA, K2, L)	9
58	79	Umlazi G Hall (Umlazi C & R)	64
59	90	Isipingo Beach Hall	63
60	92	38 Avenue Hall (37 & 38th Avenue Info Setts & Nippir Rd BNG)	3
61	92/22	Vezunyawo Hall (Molokohlo Info Sett)	78
62	92/22	Umhlabunzima Hall	18
63	22	Shembe Hall	12
64	98	Market Place (Ultra City North & South)	47
65	103	Mthombomuhle	63
66	106	Waterloo Hall	21
67	107	Ntuzuma H Hall	16
68	108	Unyazi College (Ebuhleni School)	51
69	42/44	SASSA Hall - (White City, Emaplazini, Soweto, Newtown A)	18
			3956
		TOTAL	No of H/H
BREAKDOWN OF HALLS WARDS & TOTALS APRIL 2022 STORM			
		MSUNDUZI MUNICIPALITY	
NO	WARD	HALL & AREA OF ORIGIN	No of Households
1	TBC	Truro Hall	24
		TOTAL	No of H/H

APPENDIX 2 : SCHEDULE OF BIDDER'S PROPERTY

Address	Property Description	Zoning	Development Status	Ownership	Extent (m ²)	Number of Units	Link to Mass Care Centre

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APPENDIX 3 : MINIMUM NORMS AND STANDARDS

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF HIGHER EDUCATION AND TRAINING**NO. R. 897****29 SEPTEMBER 2015****HIGHER EDUCATION ACT, 1997 (ACT NO. 101 OF 1997)****THE POLICY ON THE MINIMUM NORMS AND STANDARDS FOR STUDENT
HOUSING AT PUBLIC UNIVERSITIES**

I, Bonginkosi Emmanuel Nzimande, MP, Minister of Higher Education and Training, in terms of section 3 of the Higher Education Act, 1997 (Act No. 101 of 1997), after consulting the Council on Higher Education, hereby publish the Policy on the Minimum Norms and Standards for Student Housing at Public Universities, as contained in the attached Schedule. The effective date for the implementation of this policy will be the date of gazetting the policy.

**Dr BE Nzimande, MP****Minister of Higher Education and Training****Date: 17/09/15**

SCHEDULE

POLICY ON THE MINIMUM NORMS AND STANDARDS FOR STUDENT HOUSING AT PUBLIC UNIVERSITIES

1. INTRODUCTION

The Report on the Ministerial Committee for the Review of the Provision of Student Housing at South African Universities, September 2011 (hereinafter referred to as the Report) established that the accommodation of students is broader than the mere provisioning of beds; it is about establishing living, learning and social communities.

The Report established that there are widely varying standards for housing university students across the public higher education sector. A significant proportion of the current stock was found to be sub-standard. Amongst others, the lack of adequate food and nutrition was identified as a challenge for most students living in student residences. The Report also showed that there is a severe shortage of accommodation for students with disabilities. Most universities have no suitable residences for students who require wheelchair accessible buildings, rooms and bathroom facilities.

In the past there has been no national policy or guideline to provide minimum standards for the housing of students in the university sector.

The *Policy on the Minimum Norms and Standards for Student Housing at Public Universities* has been developed in response to the findings of the Report.

The aim of the *Policy on the Minimum Norms and Standards for Student Housing at Public Universities* (hereinafter referred to as the Policy) is to regulate the provision of on- and off-campus student housing at South African public universities. The norms and standards must be applied at all public universities and university-accredited student housing providers across the sector.

The application of these norms and standards will ensure that students are provided with adequate, fit-for-purpose accommodation of reasonable quality, and enjoy learning and living environments that promote academic success.

This Policy must be implemented when planning specifications for the building of new student housing and where practical, the refurbishment and renovation of existing student housing. Student housing must provide for universal access for students with disabilities, and all

reasonable measures must be taken to ensure that disability is incorporated into the design of new residences.

This Policy does not absolve or release any student housing provider from any local, provincial and national legislation which applies to any aspect of the housing and housing of students for example the National Building Regulations and Occupational Health and Safety Act.

2. GENERAL DEFINITIONS

In this policy, words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders, and vice versa and any word or expression to which a meaning has been assigned in the Higher Education Act bears the meaning so assigned, unless the context indicates otherwise-

“accessible” means public places must be accessible to individuals with disabilities through architectural design (such as ramps, wheelchair-wide doorways) and/or the use of assistive technologies;

“audits” means a random sampling of facilities;

“council controlled funds” means the total of all funds, inclusive of both encumbered and designated funds, that are under the control of the council, but does not include non-discretionary funds;

“Department” means the Department of Higher Education and Training as the government department responsible for higher education;

“Higher Education Act” means the Higher Education Act, 1997 (Act No. 101 of 1997);

“on-campus accommodation” means units for accommodation on the premises of the university, which can vary from large blocks of rooms similar to residence halls, to multiple bedroom houses that house students;

“off-campus privately owned housing” means privately owned housing units. This can vary from large blocks of rooms similar to residence halls, to multiple bedroom houses that house only students, through to individual rooms in houses occupied by the home owner. This includes a housing facility leased by the university directly with a landlord or indirectly through an accredited leasing agent;

“paraplegic” means complete paralysis of the lower half of the body including both legs, usually caused by damage to the spinal cord;

“public university” means any public higher education institution that is established, deemed to be established, or declared as a public higher education institution under the Higher Education Act, 1997 (Act No. 101 of 1997), or any amendment thereof;

“residence hall” means a block with large numbers of individual or twin rooms, with shared bathrooms on each floor, and where in self-catering residences there are usually shared kitchen facilities;

“student village” means a number or a cluster of buildings on- or off-campus exclusively used to house the students of the university;

“universal design” means architectural design of a device, physical plant or workplace environment which is intended to be used by all, i.e. does not represent an impediment for persons with disabilities; and

“Vice-Chancellor” means the head/chief executive or accounting officer of a public higher education institution and includes a principal or a rector.

3. APPLICATION

The Policy is applicable to all public universities and privately owned accommodation accredited by public universities. These Norms and Standards should be incorporated into the criteria developed by each public university and stipulated in the university’s policy and rules. Private providers shall establish clear and comprehensive standard lease agreements after consultation with relevant University officials and student representatives. Universities should rate and differentiate off-campus student accommodation according to standards set by each University.

4. PHYSICAL INFRASTRUCTURE

The following Minimum Norms and Standards, including the standards contained in the room specification manual (appended to this Policy at Annexure A) must be applied to all new residence buildings. The refurbishment and renovation of existing residences must aim to bring existing residence buildings in line with these minimum standards, with the exception of room size, within a reasonable and fair time period (see section 12 of this Policy).

4.1. Sites of residences

The site or location of student housing can have a profound impact upon access, equity and redress for students requiring housing as well as upon their academic success. In order to ensure equitable access to the academic facilities and support services of the university/campus, the following minimum standards are recommended:

- a. the housing facility must preferably be situated within the campus security perimeter, thereby affording residents the freedom to make full use of the academic, social, cultural and sporting programs of the university without restriction or hindrance; and
- b. should on-campus locations be unavailable, then student housing sites must be within a radius of no more than 20 kilometres of the campus. Plans for any newly planned university-owned or leased student residence that do not conform to the 20 kilometre radius must be submitted to the Department for approval. Affordable and secure transport running at regular intervals from early morning to late night must be provided for housing further than 5 kilometres from the campus. Such sites should be carefully selected with the safety, security and well-being of students in mind.

4.2. Design of residences

The following minimum design standards are applicable:

- a. new residence designs must accommodate a maximum of two students per room;
- b. single rooms must be no smaller than 8m², and double rooms must be no smaller than 14m². These room dimensions are applicable to the design of all new buildings from the date of publication of this Gazette, but are not applicable to existing stock;
- c. dormitory/hall type residence buildings must comply with the following minimum standard and norms for ablution facilities:
 - wash basins – 1 basin per 4 student residents
 - shower cubicles – 1 shower cubicle per 7 student residents
 - lavatories – 1 lavatory per 5 student residents
 - shower and lavatory cubicles must be designed in such a way that individual privacy is provided (i.e., no communal showers or toilets)
 - telephones and/or alarm bells (depending on affordability to the university) must be placed in accessible and strategic locations, so that students with disabilities are not disadvantaged;

- d. the following minimum **social spaces** should be provided:
- large common/meeting rooms – a minimum of 1,5m² of communal space per student resident for the first 100 students and 1m² per student resident for numbers in excess of 100. Such communal space shall comprise a combination of some or all of the following: communal lounges, games rooms, gymnasias, television rooms, meeting/seminar rooms, dedicated group study spaces, computer centres, or other appropriate spaces
 - smaller TV/meeting rooms – at least 9m²;
- e. in terms of the provision of meals, residences are designed to be either self-catering or non-self-catering. In the case of non-self-catering residences the university must provide meals. In the case of self-catering residences, the following minimum food preparation standards must be provided in a separate kitchen(s):
- suitable food storage, preparation and kitchen space shall be provided
 - stove – 1 four plate stove (with oven) per 8 students
 - cold storage – a minimum of a 320 litre capacity fridge / freezer combination is a the minimum requirement per 8 students
 - sink – 1 per 15 students
 - lockable cupboards – 1 per student
 - microwave oven – 1 per 15 students
 - countertop space – sufficient for 25% of the capacity of the student residents for simultaneous usage;
- f. the most cost effective access to internet, as determined by the university, is required in all residences. It is preferable that all student rooms have access to the internet for study purposes. All communal spaces designed for study purposes in residences must have internet access; and
- g. where self-catering facilities are provided for **students with disabilities**, universal design must include consideration of space to allow for independent movement of the student in the food preparation area and bathrooms. The positioning of all announcement features such as intercoms, telephones, counter loops and induction loop systems for those with hearing impairments, door handles, gates and warning signals must be considered to ensure universal design and barrier-free access to all pathways, entrances and doorways.

5. HEALTH AND SAFETY

All providers of student housing must comply with all of the legislative requirements (national, regional and municipal) regulating health and safety at *all* times.

Additional requirements pertinent to the provision of student housing are listed below. Certificates of compliance must be obtained from the relevant authority on an annual basis with regard to the following services:

- a. fire safety, prevention and detection mechanisms and procedures;
- b. electricity and gas installations;
- c. security staff, mechanisms and procedures;
- d. in any building used to accommodate students, *each* student room as well as the building itself must be secure;
- e. internal monthly hygiene inspections of all University food preparation facilities, communal self-catering facilities and areas, and ablution facilities should be carried out in addition to annual municipal or equivalent hygiene audits. Audits entail a random sampling of facilities;
- f. all ablution areas must be cleaned at least once daily using cleaning industry standard chemicals and products. Shower doors or curtains must be fitted to shower cubicles to ensure privacy;
- g. a certificate of compliance with occupational health and safety regulations, and an evacuation diagram must be displayed on notice boards; and
- h. universities must liaise with local enforcement agencies dealing with the safety of students.

6. FURNISHINGS AND FITTINGS

The minimum furnishings and fittings required for each room type or area within a student housing facility are detailed in the Room Specification Manual (see Annexure A). Furnishings and fittings must be maintained in a sound and working order, and must be replaced as soon as possible when broken beyond repair by the relevant University, landlord or agent. Appropriate, fair and adequate mechanisms for determining responsibility for damage and/or breakage to property must be established by the relevant authority at universities or landlord in the case of private residences.

7. CONSTRUCTION, REPAIRS AND MAINTENANCE

Any and all construction, repairs and maintenance to on-campus or off-campus accommodation must comply at all times with all relevant legislation, and must be carried out by appropriately qualified staff or contractors. The following additional requirements pertinent to the provision of student housing are listed below:

- a. in the case of new buildings and/or refurbishment of existing buildings whether funded by the Department of Higher Education and Training (DHET) or not, the DHET may inspect such buildings after completion to satisfy itself that the buildings are fit-for-purpose, provide value for money, and comply with relevant legislation;
- b. reasonable response times for emergency, urgent and routine repairs should be established after consultation with all stakeholders, and should be incorporated into a service level agreement;
- c. any construction, maintenance or repairs must be carried out with minimum disruption to the academic programme and requirements of student residents, and with due regard for their safety and security;
- d. areas surrounding residence buildings must be kept clear of refuse and litter; and
- e. where construction of a student residence is done through a Public Private Partnership, universities are required to consult the DHET and obtain Ministerial approval before proceeding with the project.

8. STUDENT WELL-BEING AND SUPPORT

The University student housing must provide for adequate provision for access to medical and psychological services to cater for the well-being of student residents during work hours, and must ensure that emergency support is available after hours. This includes the provision of a first aid kit and instructions on the use thereof.

As part of the orientation process, the University must provide a list of accredited private student housing providers to students who have not been allocated a place in the University owned residence system.

9. STUDENT HOUSING GOVERNANCE AND MANAGEMENT

9.1. Governance of student housing

Each Council must create a designated committee to govern residence life on behalf of the Council of the University. The committee must be composed of equal numbers of University staff and residential students, and must be chaired by a senior official of the University. Membership of the committee must include University staff and student representatives from off-campus student housing units housing ten or more students. The committee must meet quarterly, and its minutes must be presented to Council.

9.2. Staffing levels

Residence staff to resident student ratios must be at least 1:150 in the case of wardens, house parents, residence managers or the equivalent, and 1:100 in the case of student sub-wardens or the equivalent. In addition, provision must also be made for dedicated administrative and facilities management personnel responsible for student housing. Universities must provide a breakdown of the staff responsible (structure) for residences in the university's annual report.

9.3. Professional development of student housing staff

Training as stipulated by the University must be provided by both universities and private housing providers to student housing staff at all levels. Such training must encompass at least emergency procedures. The ongoing professional development of student housing staff must be encouraged by both universities and private housing providers.

9.4. Policy, procedure and agreement

Universities must have clear and comprehensive documentation providing information about the nature of the housing available, the fee or rental rates (indicating clearly what is included in the rate as well as all terms and conditions), the rules and regulations, the management structure, the complaints procedure, and maintenance/repairs requisition procedures.

9.5. Student discipline

Universities are responsible for the discipline of students in University-owned or University-accredited rented housing. Suitable disciplinary codes and mechanisms must be developed and published for implementation in university-owned residences. Providers of accredited private student housing must consult and collaborate with their 'feeder' universities to establish agreed upon disciplinary codes and mechanisms.

9.6. Residence admissions and allocations policies

The Report indicated that in 2010 only 5.3% of new first year contact students were accommodated in University residences. The most vulnerable group of students are first year students. Therefore, all universities must develop strategies for increasing the percentage of residence places available for new first year students to at least 30% of the total residence capacity within ten years. In general, with respect to admission into and allocation of student housing, all universities must:

- a. develop and implement a comprehensive residence admissions and allocations policy. The policy should be developed in consultation with relevant stakeholders. Accountability for the implementation of this policy should reside at senior management level;
- b. strictly manage, control and monitor the fair allocation of students to residences and rooms in accordance with the approved residence admissions and allocations policy;
- c. manage and administer waiting lists for residence vacancies in accordance with the residence admissions and allocations policy;
- d. develop plans, strategies and mechanisms to increase access to university residences by poor, working class and rural students; and
- e. develop sensitive support mechanisms for poor, working class and rural students which empower and enable them to participate fully in the academic, social and cultural life of the University.

10. FINANCIAL CONTROL AND MANAGEMENT OF STUDENT HOUSING

The following financial mechanisms and procedures must be implemented at all public universities which provide student housing:

- a. the residence budget and management accounts shall be separated completely from the University budget and management accounts. The basis for future allocations on student housing infrastructure will be determined in line with the extent to which the University has met the above requirement;

- b. quarterly residence management accounts shall be submitted to the University Council for scrutiny and evaluation;
- c. the DHET will establish a standardised reporting framework for the presentation of the annual residence financial reports;
- d. the DHET may undertake annual site visits to inspect student residences operated by universities; and
- e. in relation to NSFAS housing funding restrictions, a recipient of NSFAS funding for housing may only be allowed to 'unbook' a maximum of 30% of meals which may be credited to the student's accounts; in other words, 70% of the boarding/meal funding component of the housing/accommodation grant must be used for meals.

11. COMPLIANCE WITH MINIMUM NORMS AND STANDARDS

- a. The Department of Higher Education and Training is the custodian of this Policy, and will provide a consultative, facilitative and supportive service to universities in assisting them to attain their student housing targets and goals.
- b. NSFAS-funded students may only be accommodated in housing which meets the minimum norms and standards requirements set out in this Policy. Responsibility for accrediting private student housing will be the responsibility of the 'feeder' University through which the NSFAS funding allocation is made.
- c. The level of compliance with student housing minimum norms and standards is to be included in the university's annual report.

12. PHASING IN OF MINIMUM NORMS AND STANDARDS

- a. The council of each public university must submit approved plans and strategies for the phasing in of the minimum norms and standards in terms of its existing stock to the Department by June 2016. The university must stipulate the extent to which it has consulted with internal stakeholders on these plans. This is also applicable to off-campus student housing owned by the university.

- b. Universities must comply with the governance and management standards elaborated in section 9 by December 2017, with the exception of the staff (9.2) and first year occupancy requirements (9.6), which may be phased in over 10 years.
- c. In the case of existing university residence stock, a reasonable and fair period of time will be allowed to bring existing stock to a minimum standard in terms of the contents of rooms. Structural changes in terms of room sizes will not necessarily be required. What will be considered a reasonable and fair time period will depend on the circumstances of each individual university and be determined in consultation with the Department.
- d. This Policy will apply in its entirety to any new planned residences, and while without any legal (contractual) or substantial financial implications, a university can still change the structure/plans/design of a residence to conform to this Policy when gazetted, the necessary changes should be effected.
- e. Due to the shortage of housing and the importance of partnering with private providers, Universities will need to ensure that private housing meets the minimum norms and standards of this Policy before entering into an agreement with any private provider.
- f. In the case of existing university accredited private residences, universities must ensure that these providers submit approved plans and strategies for the phasing in of the minimum norms and standards in terms of its existing stock to the university by June 2016. Failing which such providers should be deaccredited, in line with the university's policy.

ANNEXURE A: MINIMUM NORMS AND STANDANDARDS ROOM SPECIFICATION DATA

1. Single student room
2. Double student room
3. Principal Common Room
4. Minor Common Room
5. Student Study Area
6. Passages
7. Utility Area
8. Foyer
9. Guest Toilet
10. Kitchenettes
11. Ablutions
12. Laundry
13. Cleaner's Store
14. Box rooms
15. Linen Room
16. Water heating room
17. Hub/IT room
18. Grounds
19. Warden/Residence Manager's Flat
20. Warden/Residence Manager's Office
21. General

1. Single student room

A. Room Use: Bedroom

B. Area: 8m²

C. Finishes:

- i. Walls: Plaster, painted
- ii. Floors: Durable lino/tiles/carpet
- iii. Ceiling: Plastered concrete or ceiling board

D. Fittings, furniture & equipment

- i. Fitted/installed by contractor
 - CBD joinery
 - Curtain rail (double track)
 - Towel rail
 - Mirror
- ii. Furniture & Fittings
 - Bed
 - Mattress
 - Study table
 - Desk chair
 - Book shelf
 - Curtains
 - Study lamp (low energy)
 - Pin board (mounted)
 - Wastepaper bin
 - Bedside table

E. Services

- i. Mechanical
 - Wall mounted heater
 - Firefighting: Hosereel & extinguisher in passage
- ii. Electrical
 - Lighting: 100 lux
 - 15 Amp socket (x2)
- iii. Communication
 - Network: fibre-optic and/or wireless

F. Notes

- i. Bookshelf: If self-catering is allowed, the bookshelf must have a separate section to make provision for storage of 2 small pots and 1 pan.

- ii. Cupboards: Built-in cupboards with sufficient hanging space and shelf space. A separate built-in cupboard for groceries is to be provided if self-catering facilities are available.
- iii. Windows: Bedroom windows on ground floor and other vulnerable windows must be fitted with burglar bars.

2. Double student room

A. Room Use: Bedroom

B. Area: 14m²

C. Finishes:

- i. Walls: Plaster, painted
- ii. Floors: Durable lino/tiles/carpet
- iii. Ceiling: Plastered concrete or ceiling board

D. Fittings, furniture & equipment

- i. Fitted/installed by contractor
 - CBD joinery
 - Curtain rail (double track)
 - Towel rail (x2)
 - Mirror (x2)
 - Privacy partition/curtain
- ii. Furniture & Fittings
 - Bed (x2)
 - Mattress (x2)
 - Study table (x2)
 - Desk Chair (x2)
 - Book shelf (x2)
 - Curtains
 - Study lamp (low energy) (x2)
 - Pin board (mounted) (x2)
 - Wastepaper bin (x2)
 - Bedside table (x2)

E. Services

- i. Mechanical
 - Wall mounted heater (x2)
 - Firefighting: Hosereel & extinguisher in passage
- ii. Electrical
 - Lighting: 100 lux (x2)
 - 15 Amp socket (x4)

- iii. Communication
 - Network: fibre-optic (x2) and/or wireless

F. Notes

- i. Bookshelf: If self-catering is allowed, the bookshelf must have a separate section to make provision for storage of 2 small pots and 1 pan.
- ii. Cupboards: Built-in cupboards with sufficient hanging space and shelf space. A separate built-in cupboard is to be provided if self-catering is available.
- iii. Windows: Bedroom windows on ground floor and other vulnerable windows must be fitted with burglar bars.

3. Common Room (Principal)

- A. Room Use: Recreation/meeting
- B. Area: refer to section 4.2d of this Policy
- C. Finishes:

- i. Walls: Plaster, painted
- ii. Floors: Durable lino/tiles/carpet
- iii. Ceiling: Plastered concrete or ceiling board

D. Fittings, furniture & equipment

- i. Fitted/installed by contractor
 - TV shelf/bracket
 - Curtain track (double)
 - AV equipment cupboard (theft proofed)
- ii. Furniture & Fittings
 - Tub/easy chairs (1/2 bed capacity)
 - Plastic stacking chairs (1/4 bed capacity)
 - Curtains
 - Rubbish bin (large)
 - DVD player
 - TV (theft-proof bracket)

E. Services

- i. Mechanical
 - Wall mounted heater (x2)
 - Firefighting: Hosereel & extinguisher in passage
 - Smoke detector
- ii. Electrical

- Lighting: 200 lux (x2)
 - 15 Amp socket (x4)
 - iii. Communication
 - Network: fibre-optic (x2) and/or wireless
- F. Notes
- i. Windows: Windows on ground floor and other vulnerable windows must be fitted with burglar bars.

4. Common Room (Minor)

- A. Room Use: Recreation/meeting
- B. Area: at least 9m²
- C. Finishes:
 - i. Walls: Plaster, painted
 - ii. Floors: Durable lino/tiles/carpet
 - iii. Ceiling: Plastered concrete or ceiling board
- D. Fittings, furniture & equipment
 - i. Fitted/installed by contractor
 - TV shelf/bracket
 - Curtain track (double)
 - AV equipment cupboard (theft proofed)
 - ii. Furniture & Fittings
 - Tub/easy chairs (1/4 bed capacity)
 - Curtains
 - Rubbish bin (large)
 - DVD player
 - TV (theft-proof bracket)
- E. Services
 - i. Mechanical
 - Wall mounted heater (x2)
 - Firefighting: Hosereel & extinguisher in passage
 - Smoke detector
 - ii. Electrical
 - Lighting: 200 lux (x2)
 - 15 Amp socket (x4)
 - iii. Communication
 - Network: fibre-optic (x2) and/or wireless

F. Notes

- i. Windows: Windows on ground floor and other vulnerable windows must be fitted with burglar bars.
- ii. Additional security: This smaller common room should be made secure (security gates & burglar guards) so that it can be used as a storage/box room during vacations.

5. Student Study Area

A. Room Use: Student study area

B. Area: 0,1m² per bed capacity

C. Finishes:

- i. Walls: Plaster, painted
- ii. Floors: Durable lino/tiles/carpet
- iii. Ceiling: Plastered concrete or ceiling board

D. Fittings, furniture & equipment

- i. Fitted/installed by contractor
 - Curtain track (double)
 - Whiteboard
- ii. Furniture & Fittings
 - Study tables
 - Desk chairs

E. Services

- i. Mechanical
 - Wall mounted heater
 - Firefighting: Hosereel & extinguisher in passage
 - Smoke detector
- ii. Electrical
 - Lighting: 500 lux
 - 15 Amp socket (x4)
- iii. Communication
 - Network: fibre-optic (x2) and/or wireless

6. Passages

- A. Use: Passage
- B. Area: As per design
- C. Finishes:
 - i. Walls: Plaster, painted
 - ii. Floors: Durable lino/tiles/carpet
 - iii. Ceiling: Plastered concrete or ceiling board
- D. Fittings, furniture & equipment
 - i. Fitted/installed by contractor
 - Statutory fire equipment & signage (exit & fire)
 - ii. Furniture & Fittings
 - Noticeboards (where applicable)
- E. Services
 - i. Mechanical
 - Firefighting: Hosereel & extinguisher in passage
 - Smoke detector
 - ii. Electrical
 - Lighting: 100 lux
 - 15 Amp socket (x2)
 - iii. Communication
 - Intercom system linked to front entrance
- F. Notes
 - i. Passage lights on time-delay motion sensor switch

7. Utility Area

- A. Room Use: General Utility Area
- B. Area: As per design
- C. Finishes:
 - i. Walls: Plaster, painted
 - ii. Floors: Durable lino/tiles/carpet
 - iii. Ceiling: Plastered concrete or ceiling board

- D. Fittings, furniture & equipment
 - i. Fitted/installed by contractor
 - CBD joinery
 - ii. Furniture & Fittings
 - Waste bins (x3)
 - Fridge (1 per floor)
 - Vacuum cleaner
 - Broom
 - Dustpan & handbrush
- E. Services
 - ii. Mechanical
 - Firefighting: Hosereel & extinguisher in passage
 - Smoke detector
 - iii. Electrical
 - General
 - 15 Amp socket

8. Foyer

- A. Room Use: Entrance
- B. Area: As per design
- C. Finishes:
 - i. Walls: Plaster, painted
 - ii. Floors: Durable lino/tiles/carpet
 - iii. Ceiling: Plastered concrete or ceiling board
- D. Fittings, furniture & equipment
 - i. Fitted/installed by contractor
 - Recessed floor mats
 - Statutory fire equipment & signage (exit & fire)
 - ii. Furniture & Fittings
 - Noticeboards (where applicable)
 - Rubbish bin
 - Table
- E. Services
 - i. Mechanical/Security
 - Firefighting: Hosereel & extinguisher in passage

- Smoke detector
 - CCTV
 - Biometric access control
 - Door alarm
 - Fire alarm control box
- ii. Electrical
- Lighting: 200 lux
 - 15 Amp socket
- iii. Communication
- Intercom system linked to each passage

F. Notes

- i. Biometric access control system, magnetic locks and door alarm to be integrated in door design/installation. Access control to be easily accessible to wheelchairs.

9. Guest toilet

A. Use: Passage

B. Area: 2 ASM

C. Finishes:

- i. Walls: Plaster, painted
- ii. Floors: Durable lino/tiles/carpet
- iii. Ceiling: Plastered concrete or ceiling board

D. Fittings, furniture & equipment

- i. Fitted/installed by contractor
- Statutory fire equipment & signage (exit & fire)
- ii. Furniture & Fittings
- Noticeboards (where applicable)

E. Services

i. Mechanical

- Firefighting: Hosereel & extinguisher in passage
- Smoke detector

ii. Electrical

- Lighting: 100 lux
- 15 Amp socket (x2)

iii. Communication

- Intercom system linked to front entrance

F. Notes

- i. Passage lights on time-delay motion sensor switch

10. Kitchenettes in non-self-catering student housing

NB: These specifications are for kitchenettes in residences where catering is provided to the student residents and must not be used for self-catering residences. Food preparation area specifications for self-catering residences are to be found in section 4.2 e of this Policy.

A. Use: Kitchen

B. Area: 8.2 ASM

C. Finishes:

- i. Walls: Plaster, painted
- ii. Floors: Durable lino/tiles
- iii. Ceiling: Plastered concrete or ceiling board

D. Fittings, furniture & equipment

- i. Fitted/installed by contractor
 - Single bowl sink with drain
 - Counter top with 2 door cupboard beneath
 - Towel rail
 - Fire extinguisher
- ii. Furniture & Fittings
 - Fridge 325l
 - Microwave 26l
 - Flip top bin large
 - Urn 20l

E. Services

- i. Mechanical
 - Firefighting: Hosereel & extinguisher in passage
 - Smoke detector
- ii. Electrical
 - Lighting: 200 lux
 - 15 Amp socket (x2)

F. Notes

- i. Lights on time-delay motion sensor switch
- ii. Hatch to large common room.

11. Ablutions

- A. Use: Ablution facilities
- B. Area: Size driven by ratios below
- C. Finishes:
- i. Walls: Tiles to ceiling
 - ii. Floors: Non-slip tiles
 - iii. Ceiling: Plastered concrete or ceiling board
- D. Fittings, furniture & equipment
- i. Fitted/installed by contractor

• Shower rail	2/shower
• Wash basin	1/4 students
• Shower cubicle	1/7 students
• Robe hook per cubicle	1/cubicle
• Mirror 300x400	1/wash basin
• Soap dish	1/cubicle
 - ii. Furniture & Fittings

• Shower curtains	2/cubicle
-------------------	-----------
- E. Services
- i. Mechanical

• Mechanical extract

 - ii. Electrical

• Lighting: 200 lux
• 15 Amp socket
- F. Notes
- i. Lights on time-delay motion sensor switch
 - ii. Fall from door to showers
 - iii. Ablution per passage
 - iv. Paraplegic toilet/shower in ablution at entry wing
 - v. Shower cubicle to have dry/wet zone

12. Laundry

- A. Room Use: Laundry 1/40 students
- B. Finishes:
- i. Walls: Plaster, painted

- ii. Floors: Durable lino/tiles
 - iii. Ceiling: Plastered concrete or ceiling board
- C. Fittings, furniture & equipment
- i. Fitted/installed by contractor
 - Double trough
 - Fixed ironing board
 - Shelving 300x1500
 - ii. Furniture & Fittings
 - Industrial tumble dryer 1/25 students
 - Industrial washing machine 1/25 students
 - Clothes horse
- D. Services
- i. Mechanical
 - Mechanical extract
 - ii. Electrical
 - Lighting: 200 lux
 - 15 Amp socket (x2 double)
- E. Notes
- i. Lights on time-delay motion sensor switch
 - ii. Floor tiles laid to fall with floor drain
 - iii. Dryer Direct Expel through outer wall
 - iv. Preferably one laundry per floor
 - v. Window on external wall preferable
 - vi. Sufficient power points for washing machines, tumble dryers & student iron

13. Cleaner's store

- A. Room Use: Cleaner's store
- B. Area: 2 ASM
- C. Finishes:
- i. Walls: Plaster, painted
 - ii. Floors: Durable lino/tiles
 - iii. Ceiling: Plastered concrete or ceiling board
- D. Fittings, furniture & equipment
- i. Fitted/installed by contractor
 - Shelves 300x1000 (x3)
- E. Services
- i. Electrical

- Lighting: 160 lux
- 15 Amp socket

F. Notes

- i. One cleaner's cupboard per cleaner
- ii. No service ducts to pass through room

14. Box room

A. Room Use: Storage

B. Area: ASM 0.15 m²/student

C. Finishes:

- i. Walls: Plaster, painted
- ii. Floors: Durable lino/tiles
- iii. Ceiling: Plastered concrete or ceiling board

D. Fittings, furniture & equipment

- i. Fitted/installed by contractor
 - Slatted shelving (3 rows)
 - Security gate
- ii. Furniture & Fittings
 - Noticeboards (where applicable)

E. Services

- i. Mechanical
 - Firefighting: Hosereel & extinguisher in passage
- ii. Electrical
 - Lighting: 200 lux
 - 15 Amp socket

F. Notes

- i. Small common room doubles as a box room during vacations.
- ii. Solid door
- iii. 1 trunk per student
- iv. Ventilation louvre
- v. Air bricks
- vi. Burglar bars on window; but preferably no window

15. Linen room (if applicable)

A. Room Use: Linen storage

- B. Area: ASM 0.15m²/student
- C. Finishes:
 - i. Walls: Plaster, painted
 - ii. Floors: Durable lino/tiles
 - iii. Ceiling: Plastered concrete or ceiling board
- D. Fittings, furniture & equipment
 - i. Fitted/installed by contractor
 - Slatted shelving
- E. Services
 - i. Mechanical
 - Firefighting: Hosereel & extinguisher in passage
 - Smoke detector
 - ii. Electrical
 - Lighting: 200 lux
 - 15 Amp socket
- F. Notes
 - i. Adequate space for laundry collection & distribution
 - ii. Adequate ventilation
 - iii. Ventilation louver
 - iv. Air bricks
 - v. Stable door with service flap

16. Water heating room

- A. Room Use: Water heating
- B. Area: ASM 0.12m²/student
- C. Finishes:
 - i. Walls: Plaster, painted
 - ii. Floors: Screed
 - iii. Ceiling: Plastered concrete or ceiling board
- D. Fittings, furniture & equipment
 - i. Fitted/installed by contractor
 - Preferably heat pumps with boiler backup.
- E. Services
 - i. Mechanical
 - Adequate water supply
 - Fire extinguisher

- ii. Electrical
 - Lighting: 200 lux
 - 15 Amp socket (x2)

F. Notes

- i. Low energy heating units to be explored

17. Hub/IT room (if

- A. Room Use: IT equipment space
- B. Area: ASM 0.03m²/student
- C. Finishes:
 - i. Walls: Plaster, painted
 - ii. Floors: Durable lino/tiles
 - iii. Ceiling: Plastered concrete or ceiling board
- D. Fittings, furniture & equipment
 - i. Fitted/installed by contractor
 - Equipment as per IT&S Division specifications
- E. Services
 - iii. Mechanical
 - Firefighting: Hosereel & extinguisher in passage
 - Smoke detector
 - iv. Electrical
 - Lighting: 250 lux
 - 15 Amp socket (x3)
- F. Notes
 - i. Adequate ventilation – riser duct to roof space
 - ii. Reinforced louvre in door

18. Grounds

- A. Use: Recreation & access
- B. Area: Reasonable space for social and recreation purposes
- C. Fittings, furniture & equipment
 - i. Fitted/installed by contractor
 - ii. Furniture & Fittings
- D. Services
 - i. Mechanical
 - Garden tap

- Fire Hydrants
 - ii. Electrical
 - Security and accent lighting
 - 15 Amp socket (x2)
- E. Notes
 - i. Landscaping should include a flat lawned area sufficient for a volleyball court
 - ii. Parking provision – 1bay/20 students
 - iii. Service vehicles access to front door should be no greater than 20m

19. Warden/residence manager's flat

- A. Facility Use: Accommodation for warden/res manager and family
- B. Area: 2/3 bedroomed flat which includes lounge/dining room, kitchen, bathroom and guest bathroom/toilet.
- C. Finishes:
 - i. Walls: Plaster, painted
 - ii. Floors: Durable lino/tiles
 - iii. Ceiling: Plastered concrete or ceiling board
- D. Fittings, furniture & equipment
 - i. Fitted/installed by contractor
 - Determined by each institution
 - ii. Furniture & Fittings
 - Determined by each institution
- E. Services
 - i. Mechanical
 - Firefighting: Hosereel & extinguisher in passage
 - Smoke detector
 - ii. Electrical
 - Lighting: min 100 lux per room
 - Sufficient 15 Amp sockets per room
 - iii. Communication
 - External line telephone
 - Wireless and/or fibre optic network access
- F. Notes
 - i. Separate 200l geyser (NOT supplied from residence)
 - ii. Lock up garage adjacent to flat
 - iii. Small enclosed garden where possible with drying yard & clothes-line

20. Warden/Residence Manager's office

- A. Room Use: Study/office
- B. Area: Sufficient to interview 2/3 students simultaneously
- C. Finishes:
 - i. Walls: Plaster, painted
 - ii. Floors: Durable lino/tiles
 - iii. Ceiling: Plastered concrete or ceiling board
- D. Fittings, furniture & equipment
 - iii. Fitted/installed by contractor
 - Door bell
 - Double curtain rail
 - iv. Furniture & Fittings
 - Curtains/blinds
 - Office desk
 - Office chair
 - Filing cabinet
 - Visitors chairs (x2)
 - Wall safe
 - First Aid box
 - Door pin board
 - Wall pin board
 - Bookcase (3 tier)
- E. Services
 - i. Mechanical
 - Firefighting: Hosereel & extinguisher in passage
 - Smoke detector
 - ii. Electrical
 - Lighting: 200 lux
 - 15 Amp socket (x2)
 - iii. Communication
 - Telephone extension
 - Wireless and/or fibre-optic network connection

21. General

- a. Residence name to be prominently located at front entrance
- b. Statutory safety signage to be fitted throughout
- c. One fridge per floor, but not less than one fridge/30 students (catering provided)
- d. Front entrance and facilities to be wheelchair accessible
- e. Adequate fire alarm system to be fitted
- f. Fire safety doors to be fitted to all fire escapes
- g. Rain water tanks should be provided in easily accessible places.

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.efiling.co.za



Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

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

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company?..... YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

SBD4

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature Date

.....
Position Name of bidder

**DECLARATION FOR PROCURMENT ABOVE R10MILLION
VAT INCLUDED (SBD 5)**

(DELETE IF NOT APPLICABLE)

BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

1. Are you by law required to prepare annual financial statements for auditing? **YES / NO**

1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

1.2. If no, un-audited financial statements must be submitted with your bid.

.....
.....

2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES / NO**

2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2. If yes, provide particulars.

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

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES / NO**

3.1. If yes, furnish particulars.

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?
***YES / NO**

4.1 If yes, furnish particulars

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

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore either the **80/20** or **90/10** preference point system shall be applicable; or
- b) Either the **80/20** or **90/10** preference point system will be applicable to this tender.

NB: either the 80/20 or 90/10 preference point system will apply for this tender and the lowest acceptable tender will be used to determine the applicable preference point system;

(b) determine whether pre-qualification criteria are applicable to the tender

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	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

Or

	POINTS
PRICE	90

B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

1. BID DECLARATION

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

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

- 2.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 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.)

3. SUB-CONTRACTING

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

(Tick applicable box)

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

3.1.1 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		

4. DECLARATION WITH REGARD TO COMPANY/FIRM

4.1 Name of company/firm:.....

4.2 VAT registration number:.....

4.3 Company registration number:.....

4.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation

- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

4.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

4.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g., transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference Certificates in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	PREF POINTS CLAIMED FOR HDIs	PREF POINTS CLAIMED FOR RDP GOALS

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(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)?</p> <p>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 (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 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.