



**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE WESTERN CAPE GOVERNMENT (WCG):
DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING**

BID NUMBER: DEA&DP 2/2023

CLOSING DATE: 21 July 2023

CLOSING TIME: 11:00

**THE APPOINTMENT OF A SPECIALIST SERVICE PROVIDER TO CONDUCT HOUSING
MARKET STUDIES FOR SELECTED LARGER TOWNS IN THE WESTERN CAPE (ROUND II)
OVER A THREE (3) YEAR PERIOD**

The successful bidder will be required to complete and sign a written contract form (WCBD 7.1).

**BID DOCUMENTS
MUST BE POSTED
TO:**

**The Head: Supply Chain Management
Department of Environmental Affairs and Development Planning
Private Bag X9086
Cape Town
8000**

Bidders need to ensure that their proposals are posted well in advance to reach the Department before the specified bid closure date and time since late bid documentation will not be considered.

OR

**DEPOSITED IN THE
BID BOX SITUATED
IN:**

**Ground Floor Front Entrance
Utilitas Building
1 & 3 Dorp Street
Cape Town**

The bid box will be accessible every day for 24 hours until the specified bid closure date & time, late bid documentation will not be considered.

1. Please ensure that bids are delivered **to the correct address on time**. If the bid is late, it will not be accepted for consideration. If you are uncertain about the location of the bid box, please call the responsible official, Siyabulela Ncipha at (021) 483 2759, or email DEADP.SCMHelpdesk@westerncape.gov.za for assistance during office hours.
2. Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. **Failure to complete and sign the bidding documents, certificates, questionnaires, and specification forms in all respects will invalidate the bid.**
3. Each bid must be deposited in a **sealed envelope** with the **name and address of the bidder, the bid number, and the closing date**. The envelope shall not contain documents related to any bid other than that indicated on the envelope.

4. **All Bidders must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) at the time of bid closing.**

Any prospective **unregistered bidders** must register as a supplier on the **CSD** prior to bidding.

	Central Supplier Database
Self-registration	<u>www.csd.gov.za</u> (self-registration only)

5. **Bidders already registered on the CSD** must have confirmation of their registration, by contacting www.csd.gov.za, AND ensure that their status is up to date prior to bidding.
6. **In instances where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance for the bid to be considered.**
7. Only the B-BBEE status reflected **on form WCBD 6.1 included in the bid document** will apply to the evaluation of the relevant formal bids and **not the B-BBEE status on CSD**. Bidders are further required to complete the attached **form WCBD 4 and include it in the Bid document**.
8. All other mandatory information held on CSD will be accepted by the Western Department of Environmental Affairs and Development Planning for the consideration of formal bids.
9. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract. **The 80:20 Points System is applicable to this bid.**
10. Please refer to all technical/specification enquiries to Ms Catherine Stone by email: DEADP.SCMHelpdesk@westerncape.gov.za

DIRECTOR: FINANCIAL MANAGEMENT
DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING

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PART A

INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING					
BID NUMBER:	DEA&DP 2/2023	CLOSING DATE:	21 July 2023	CLOSING TIME:	11H00am
DESCRIPTION	THE APPOINTMENT OF A SPECIALIST SERVICE PROVIDER TO CONDUCT HOUSING MARKET STUDIES FOR SELECTED LARGER TOWNS IN THE WESTERN CAPE (ROUND II) OVER A THREE YEAR PERIOD				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT DEA&DP MAIN ENTRANCE					
ENTRANCE DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING					
1 & 3 DORP STREET					
CAPE TOWN					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Siyabulela Nciphha		CONTACT PERSON	Catherine Stone	
NOTE: ALL ENQUIRIES MUST BE MADE VIA EMAIL AND WILL BE RESPONDED TO VIA EMAIL.					
E-MAIL ADDRESS	DEADP.SCMHelpdesk@westerncape.gov.za		E-MAIL ADDRESS	DEADP.SCMHelpdesk@westerncape.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
E-MAIL ADDRESS					

VAT REGISTRATION NUMBER	
-------------------------	--

SUPPLIER COMPLIANCE STATUS	WCSEB No.		TCS Pin	AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No					
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED WCB D 6.1 FORM IN ORDER TO CLAIM 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 All Questions Below]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD 7.1).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF THE STATE TO VIEW THE TAXPAYERS PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AS MENTIONED IN 2.3 ABOVE AND CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE, BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSED CORPORATIONS WITH MEMBERS/PERSONS IN THE SERVICE OF THE STATE.</p>
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

SIGNATURE OF BIDDER:

NAME AND SURNAME OF BIDDER:

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

DATE:

1. BID CONDITIONS

- 1.1** All the documentation stipulated below must be returned with the bid document. Bidders must note that some of the documents require completion by the bidder and that the Department of Environmental Affairs and Development Planning will ONLY accept duly completed bid document.
- 1.2** This document is official and may not be re-typed on forms. Only original, signed documents will be considered. Failure to complete and sign the bidding documents, required certificates or qualifications, questionnaires, and specification forms in all respects will invalidate your bid.
- 1.3** Standard Bid Forms and Related Documents - Checklist:
- 1.3.1 WCBD 1: INVITATION TO BID (PART A & B);
 - 1.3.2 WCBD 3.1: PRICING SCHEDULE – FIRM PRICES;
 - 1.3.3 WCBD 3.2: PRICE ADJUSTMENTS
 - 1.3.4 WCBD 4: PROVINCIAL GOVERNMENT WESTERN CAPE DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION
 - 1.3.5 WCBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENT'S INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS
 - 1.3.6 General Conditions of Contract
 - 1.3.7 ANNEXURE A : DRAFT SPECIAL CONDITIONS OF CONTRACT: DATA GOVERNANCE
 - 1.3.8 ANNEXURE B: HOUSING MARKET STUDY: STUDY AREAS
- 1.4** Closing time of bids and provisions relating to submission of bids - Reminder
- 1.4.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the first page / cover page of this invitation to bid document.
 - 1.4.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.
 - 1.4.3 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.
- 1.5** Pricing
- 1.5.1 Pricing must be stipulated inclusive of VAT (where the bidder is VAT registered).
 - 1.5.2 Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by the bidder in this Tender.

1.5.3 The Bidder will be liable to take out forward cover to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the tender, from a country dealing in currency other than that of South Africa.

1.5.4 The Pricing Schedule (WCBD 3.1) must be completed in all respects.

1.6 Validity

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of 90 (ninety) calendar days from the closing date and time of the bid.

1.7 Enquiries:

Enquiries relating to this bid must be directed to the person/s whose details appear on the cover page of this bid invitation.

1.8 Right of discretion to accept a bid

The Department does not bind itself to accept either the lowest or any bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the Department of certain bid requirements which the Department considers to be of minor importance and not complied with by a bidder.

1.9 Date of Commencement of Service

The bidder will be required to start service as from the date mutually agreed upon by the Department.

1.10 Evaluation Methodology:

1.10.1 The bid will be evaluated in terms of the Bid Conditions, specification requirements of the bid and Preferential Procurement Points System.

1.10.2 A bid may be regarded as non-responsive if it fails to meet Bid compliance, Specification requirements and failing to provide any requested documentation.

1.10.3 Only the qualifying bids are evaluated further in terms of the 80/20 preference points system, where the 80 points is for price and the 20 points for Black Economic Empowerment points (BEE) status.

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

- 1.11** The bid will be awarded to the bidder scoring the highest points based on the price and B-BBEE points allocated.
- 1.12** Bidders will be required to submit an accredited B-BBEE certificate or sworn affidavit as evidence and in order to claim the points in respect of 20 points (80/20) and 10 points (90/10). Should a bidder fail to submit an accredited B-BBEE certificate or sworn affidavit, the bidder may only score points for price in terms of the 80/90 points. No points will be allocated for preference.
- 1.13** This bid is subject to the General Conditions of Contract (GCC) and, applicable Special Conditions of Contract. **The 80:20 Points System is applicable to this bid.**

2. INSTRUCTIONS FOR COMPLETING BID DOCUMENTS

Bidders are advised to read all the pages of this tender document carefully and to comply fully with all requests for information and documentation. Please acknowledge that conditions have been read and understood in the 'Comply' column by responding with either a 'Yes' or 'No' entry. Bidders are required to:

Condition	Comply	
	Yes/No	Comments
1. Complete all the documents and forms provided in this bid invitation document.		
2. Supply all the requested information.		
3. The numbering system used in this bid SHALL be adhered to. If there are additional and/or alternative product options, every option/alternative proposal to an item SHALL be separately quoted, with a complete schedule, description, deviations from specifications, and technical brochures on each proposal.		
4. Submit the bid under the cover of a full table of contents referencing all the documents contained therein about the relevant page numbers.		
5. Confirm in writing that the copy submitted is a true and complete reproduction of the original and contains all the annexures submitted to the Department.		
6. The bidder is to complete the bid response document by stating in the block opposite each subsection whether the bidder will comply or will not comply with the specifications in that subsection.		
7. A response of "Noted" SHALL be interpreted as "Comply". In addition, an explanatory note MUST be provided in a separate document with a clear reference to the corresponding paragraph number or beneath each point in the bid document. The numbering in the bid document may not be altered.		
8. Items not completed in this manner SHALL be to the disadvantage of the bidder and, if excessive, SHALL lead to exclusion in the tender evaluation process.		
9. Bidders are permitted to submit video/cd/samples/product literature/catalogues to support their statements of competence and are to confirm that such are true and accurate reflections of the service/s which the bidder intends to provide.		
10. All additional supporting documentation that is submitted as part of this tender MUST be given a document number that is marked on each page of the document.		



DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING

**THIS DOCUMENT SETS OUT THE SPECIFICATIONS FOR THE APPOINTMENT OF
A SPECIALIST SERVICE PROVIDER TO CONDUCT HOUSING MARKET STUDIES
FOR SELECTED LARGER TOWNS IN THE WESTERN CAPE (ROUND II) OVER A
THREE (3) YEAR PERIOD.**

BID NUMBER: DEA&DP 2/2023

NAME OF BIDDING COMPANY.....

NAME OF SERVICE OFFERED.....

NAME OF BIDDER / CONTACT PERSON.....

CONTACT NUMBER.....(w)..... (cell)

NOTE: SHOULD THE ITEM OFFERED DEVIATE FROM ANY SPECIFIED REQUIREMENTS, FULL DETAILS OF SUCH DEVIATIONS MUST BE GIVEN. IN THE EVENT OF THE AVAILABLE SPACE BEING INSUFFICIENT, SUCH DETAILS MUST BE GIVEN ON A SEPARATE SHEET, INDICATING THE RELEVANT PARAGRAPH NUMBER IN THE SPECIFICATION.

ALL SECTIONS OF THIS BID DOCUMENT MUST BE COMPLETED IN FULL, WHERE RELEVANT. FAILURE TO REPLY TO ALL SECTIONS WILL RESULT IN THE OFFER NOT BEING CONSIDERED.

3. TERMS OF REFERENCE FOR THE APPOINTMENT OF A SPECIALIST SERVICE PROVIDER TO CONDUCT HOUSING MARKET STUDIES FOR SELECTED LARGER TOWNS IN THE WESTERN CAPE (ROUND II) OVER A THREE (3) YEAR PERIOD.

3.1	SCOPE
3.1.1	<p>PURPOSE</p> <ul style="list-style-type: none"> a. Service providers with relevant expertise and experience are invited to submit bids to prepare housing market studies for identified towns and linked settlements in seven municipalities in the Western Cape over a period of two years and update existing studies for four (4) intermediate cities and larger towns in the outer year (year three) of the appointment period. b. This is the second round of housing market studies to be undertaken, following on from the studies executed in 2021/22 for four intermediate cities and larger towns in the Western Cape. c. This project is seeking to build on and extend the work done to date, providing intelligence to ensure an evidence-led understanding of the housing markets in these cities/ towns. d. Broadly, these studies will analyse the performance of residential property markets, profile housing supply and demand, and identify the affordability gap in each selected settlement. e. This will assist municipalities to: <ul style="list-style-type: none"> i. determine the demand and supply of housing across income segments and whether there is a mismatch. ii. determine the affordability gap in the town's housing sector. iii. identify mechanisms that can respond to the demand – supply and affordability gaps across income segments. iv. provide evidence to inform other policies that can support the inclusive and spatially just performance of the housing market, such as MSDFs, IDPs and HSPs. v. identify key partners active in the sector in their towns. vi. determine the scope for an inclusionary housing policy in that town; and vii. assist with evidence to support the design parameters of such a policy for a given town and the spatial designation of areas that might be subject to such a policy.
3.1.2	<p>BACKGROUND</p> <ul style="list-style-type: none"> a. A programme of undertaking Housing Market Studies is underway in the Western Cape Government (WCG) recognising that functional residential markets that respond to the diversity of residential accommodation needs of households across the spectrum of affordability, optimising the role of the private sector (from large-scale property developers to micro-landlords), are central to the economic and social well-being of our settlements. b. Well performing housing markets are also central to the spatial efficiency and financial sustainability of our towns and cities. As such, it is important to understand the current performance of housing markets in these urban centres, to understand the drivers of urban growth and the form it takes, to develop appropriate strategies to address market failures across a range of private and public sector activities, not limited to the supply of subsidised housing opportunities. c. The importance of well performing housing markets to local economies is recognised in the Western Cape Growth Diagnostic report (2022), <i>“a large gap between demand and supply has led to rising prices across the whole housing market from top to bottom. On the one hand, this raises the household wealth of homeowners. On the other, it raises the cost of accommodation resulting in lower real ex-accommodation household incomes. It also results in upward wage pressure on local firms. Higher prices ripple across the housing market, making even the most</i>

affordable formal housing stock more expensive, with huge implications for living standards and inclusion" (Intellidex, 2022).

- d. Linked to the importance of supporting better labour market performance in the Western Cape, limited housing options, inadequate affordable housing supply and the catalytic role of well-located affordable housing are therefore consistently identified as needing attention in the Western Cape Government's Growth4Jobs (economic) Strategy. This clearly resonates with the Western Cape Government (WCG)'s Provincial Strategic Plan 2019–2024 spatial transformation priority and the associated focus area of generating more opportunities for people to live in better locations, thereby improving their well-being and by extension, their dignity.
- e. The first round of Housing Market Studies were undertaken originally to support the implementation of the [Western Cape Inclusionary Housing Policy Framework](#) (WCIHPF). the WCIHPF identifies the need to undertake settlement -level housing market studies as a first step that a municipality should follow to prepare a municipal inclusionary housing policy, based on the following two key principles:
 - i. Inclusionary housing, as a regulatory mechanism, works with land markets and is more optimal where there is a strong land market; i.e., where there is strong demand and there is the appetite to develop property and take up additional land use rights, there is value in land and land use rights that the mechanism seeks to leverage to pay for the inclusionary contribution of a development. The rate of building therefore generally has more impact on the number of affordable units created than the policy prescript itself; i.e. if developers aren't building (and landowners aren't selling), then there is limited opportunity for the realisation of inclusionary housing, in terms of this regulatory mechanism. It is therefore important to understand the nature (typology, target market) and location of property market activity in a town/city to understand the scope for inclusionary housing and inform the spatial targeting of an inclusionary housing policy. Linked to this it is important to understand the relationship between development applications and existing development rights; i.e. is there an under or over supply of development rights. This will assist to determine the extent to which development rights can serve as an effective incentive to leverage in support of inclusionary housing.
 - ii. An inclusionary housing policy aims to create affordable housing opportunities in well located areas as a contributing means to address spatial transformation in a city or town. It focuses on creating and leveraging opportunities in areas where households would otherwise be excluded or have previously been excluded based on affordability. It is therefore important to understand the demand for housing across different income segments, the supply responding to demand and if there is a supply or affordability gap and where this affordability gap occurs in space. While the WCIHPF identifies the gap market (earning a monthly household income from R3,500 – R22,000, possibly up to the Financial Services Charter's threshold) as the targeted beneficiaries of inclusionary housing policy, the demand/ supply gap may differ from one town to another and it is important that it is defined at the town scale to inform who a municipal inclusionary housing policy should seek to benefit in that town, as well as what other mechanisms might be deployed to address the identified gap(s) or what housing programmes should be focussed on. In a particular town or city this gap might also have particular characteristics in respect of household size for example. This intelligence will also assist a municipal inclusionary housing policy to determine whether bands within the affordability gap in that city/ town should be targeted differently; for example, should the municipal policy set targets for what proportion of inclusionary units should be made available to which segments within the broader income range of the gap housing market, as well as where such units are needed to mitigate against the exclusionary impact of the land markets.
- f. The findings of the first round of studies demonstrated the importance of the evidence gathered, and intelligence produced, not only to guide the formulation of a municipal Inclusionary Housing Policy but for the compilation of the municipality's Integrated Development Plan (IDP), Municipal Spatial Development Framework (MSDF) and Human Settlements Plan (HSP).
- g. The incorporation of the housing market studies' findings into the annual Municipal Economic Outlook (MERO) Reports produced by the Provincial Treasury attests to the significance of the economic intelligence generated by these studies.

	<p>h. Building on the success of the first round of studies undertaken, the WCG is funding a further round of studies for larger towns and their surrounds in seven (7) more municipalities in the Western Cape outside of the Cape Town Metro, and update to the first four studies undertaken.</p> <p>i. This will support the design of evidence-based measures to promote better performing housing markets as a key economic sector and a driver of urban growth and the form and nature of this growth.</p>
3.1.3	<p>OVERVIEW OF THE SCOPE</p> <p>a. In 2020/21 and 2021/22 the Western Cape Government commissioned housing market studies for four intermediate cities and larger towns in the Western Cape. These studies for the George city area, Mossel Bay/ Kwanongqaba/ Hartenbos, Paarl/ Mbekweni/ Wellington and Stellenbosch town areas can also be found here. The Western Cape Government would like to consolidate and extend this work to larger towns in a further seven (7) municipalities in the Western Cape.</p> <p>b. The first task is to use, learn from, build on and improve (where possible) the work done to date, by developing a housing market functionality/ performance framework which sets out practical indicators for understanding if a town's residential property market is functioning effectively.</p> <p>c. Applying this framework, the second task is to apply this framework in the preparation of seven stand-alone municipal studies for the identified towns/ study areas in these municipalities. Broadly the town-level studies for each of the seven (7) municipalities, will collect, analyse, and present, <u>in text, graphs/ data visualisations and maps</u>, data that provides intelligence on the performance of the housing market in the selected town-level study areas; specifically including a demand side and supply side analysis of the rental and owned housing market and a concluding gap analysis, observations and recommendations, with a focus on affordability and opportunity. The studies should answer the following questions <i>inter alia</i>:</p> <ol style="list-style-type: none"> What is the nature of the owned and rental housing stock and the housing market in the town (values, typology, location; etc)? Is sufficient housing being produced for those requiring housing in the different income segments? How are people accessing housing opportunities in that town? Are local housing markets affordable to those living there, now and into the future? Where and in what income segment is the appetite to develop housing units? Where is housing being produced vis a vis where the MSDP wishes to see new inclusive/ affordable housing opportunities delivered? What household incomes should municipal policy seeking improved housing market performance, including an Inclusionary Housing Policy, seek to benefit? Where might additional / changed land use rights serve as an effective incentive to enable affordable housing and possibly, inclusionary housing obligations? <p>d. The third task is to undertake an update to the four studies previously undertaken, in the final (third) year of the appointment period (April 2025 to March 2026).</p> <p>e. The final task is to prepare an overview report summarising and comparing the findings across the town-level studies and offering commentary on trends and outlook where possible.</p> <p>f. In order to allow for continuity in communication of the findings of housing market studies, to leverage capacity built in the first round of studies undertaken and to allow for comparison with this first round of studies, the methodology for analysing the data, representation of the data and structure of the report and associated presentations should be broadly consistent with the first round of housing market studies prepared in 2021/2022, allowing for improvements where the opportunity arises.</p>

	<p>g. These market studies provide valuable market intelligence to the property development sector to inform its identification of opportunities, potentially addressing information asymmetries in the market. As such, the results of the studies / study reports will be made publicly available.</p>						
3.1.4	<p>PHASING</p> <p>a. This project will run over a period of three (03) financial years from July 2023 – March 2026. It must be concluded by the 13 March 2026. Deliverables must be completed within the following timeframes at a minimum:</p> <table><tr><th>2023 – March 2024</th><th>April 2024 – March 2025</th><th>April 2025 – March 2026</th></tr><tr><td><ul style="list-style-type: none">• Inception Report.• Residential Property Functionality Framework.• A minimum of 3 housing market studies to be produced.</td><td><ul style="list-style-type: none">• A minimum of 4 housing market studies to be produced.• Knowledge Transfer Workshop.</td><td><ul style="list-style-type: none">• Updates to the first 4 Housing Market Studies published in 2022 to be undertaken and produced.• Overview report• Close out report</td></tr></table> <p>b. The confirmation of which towns & associated areas should be undertaken per year will depend on the timeous availability of all data from the municipalities concerned and will be confirmed on appointment.</p> <p>c. Provided that the quality of the work undertaken, and the quality of the associated engagement processes are not compromised, the service provider may propose in its bid to complete the project sooner but the updates to the first four Housing Market Studies published in 2022 should not commence sooner than July 2024.</p>	2023 – March 2024	April 2024 – March 2025	April 2025 – March 2026	<ul style="list-style-type: none">• Inception Report.• Residential Property Functionality Framework.• A minimum of 3 housing market studies to be produced.	<ul style="list-style-type: none">• A minimum of 4 housing market studies to be produced.• Knowledge Transfer Workshop.	<ul style="list-style-type: none">• Updates to the first 4 Housing Market Studies published in 2022 to be undertaken and produced.• Overview report• Close out report
2023 – March 2024	April 2024 – March 2025	April 2025 – March 2026					
<ul style="list-style-type: none">• Inception Report.• Residential Property Functionality Framework.• A minimum of 3 housing market studies to be produced.	<ul style="list-style-type: none">• A minimum of 4 housing market studies to be produced.• Knowledge Transfer Workshop.	<ul style="list-style-type: none">• Updates to the first 4 Housing Market Studies published in 2022 to be undertaken and produced.• Overview report• Close out report					
3.1.5	<p>STAKEHOLDER ENGAGEMENT</p> <p>a. An introductory stakeholder workshop with nominated project representatives of the participating municipalities, and the Western Cape Government's Project Steering Committee (PSC), will take place virtually to introduce the service provider to the municipalities, as well as the methodology and to discuss the process and timeframes for making data available. This may be combined with the Inception meeting.</p> <p>b. A maximum of twelve (12) targeted open-ended interviews per each of the seven municipalities are to be undertaken with key stakeholders active in each of the study areas to support data observations, including <i>inter alia</i> town planners, banks, property management companies, landlords, developers, and estate agents.</p> <p>c. A maximum of six (6) targeted open-ended interviews per each of the four town-level study areas that will be the subject of updates, are to be undertaken with key stakeholders active in each of the study areas to support data observations, including <i>inter alia</i> town planners, banks, property management companies, landlords, developers, and estate agents.</p> <p>d. A PSC workshop inclusive of municipal representatives and relevant stakeholders will be held to discuss and confirm the proposed Residential Property Functionality/ Performance Framework.</p> <p>e. One stakeholder workshop per municipality, with key representatives of the municipality and other local experts known to and invited by the municipality, with the PSC, will take place virtually to</p>						

	<p>present the draft housing market study for that town for validation purposes as well as to discuss any data gaps, assumptions, and any challenges with the data analysis. The PSC should approve the information presented at the stakeholder workshop prior to the workshop taking place.</p> <p>f. The final housing market studies should be presented to the PSC and key provincial, national, and municipal representatives, as well as other identified stakeholders, after adjustments coming out of the stakeholder workshop are undertaken, a review of the drafts by the PSC has been undertaken and other consultations have been undertaken; such as, with the banking industry.</p>
3.1.6	<p>DATA ACQUISITION AND GOVERNANCE</p> <p>a. The service provider will be required to enter into Special Conditions of Contract (SCC) associated with Data Governance (an indicative example of such conditions is presented in Annexure A to this bid document), including the necessary warranties and indemnities to the WCG in respect of compliance with the POPIA.</p> <p>b. While all data provided to the service provider should be de-identified, if necessary, the processing of data from data subjects as per the Protection of Personal Information Act (POPIA) and its aggregation and anonymising must be clearly set out.</p> <p>c. The funding for the project includes funds required for the acquisition of deeds data (in so far as this is not available from a municipality or it is inefficient to use this data should it be provided by a municipality), housing credit / household indebtedness data and rental market data, as well as income data. In so far as possible area-based credit risk metrics used by lenders should also be acquired. Data acquired should enable sub-place level analyses.</p> <p>d. The PSC will assist in making available any reports, research, databases, and datasets that are accessible to the WCG and the participating municipalities, as well as introducing the service provider to any other stakeholders that may be able to assist with data gaps.</p> <p>e. The PSC will aim to provide population projections, de-identified data on waiting lists to the extent available and a breakdown of the location and number of government-subsidised properties in the pipeline and delivered over the last 5 years, including properties delivered and handed over to beneficiaries but for which title deed transfer has not been finalised, to the extent possible.</p> <p>f. Municipalities will be requested to provide the following data to the service provider:</p> <ol style="list-style-type: none"> Valuations data (full roll and de-identified). Deeds data (de-identified). Housing waiting lists (de-identified). State subsidised housing projects in the pipeline and housing solutions delivered over the last 5 - 10 years (including the social housing and FLISP project pipeline) and detail available on these projects (i.e. Social housing - yield, age of units, location, rental price, ownership, vacancy rates; IRDP/ FLISP – number of units, type and size of unit, price, bond amount, subsidy amount, lenders, household income and bond terms). Land development and building plan applications and permissions as defined in the Land Use Planning Act, Act 3 of 2014, granted over the last 5 years, by type of development and number of units (de-identified). Applications to move the urban edge. Shapefiles of MSDF priority development areas, restructuring zones, Priority Human Settlements Development Areas (PHSHDA) and zoning. Government-subsidised properties occupied but not transferred (awaiting title deeds). Any counts and associated data, if available on number of informal houses and backyard dwellings. Any available data on private and public rental stock. Any household income data available to the municipality.

	<ul style="list-style-type: none"> xii. Population projections used by the municipality. xiii. Names and contact details of key stakeholders active in each of the study areas to support data observations, including <i>inter alia</i> town planners, banks, property management companies, landlords, developers, and estate agents. g. A method needs to be applied to the data obtained to test the accuracy and usefulness of the information to minimise delay and to ensure the robustness of the data used. h. Attention should be paid to the metadata on the data sources to ensure like with like comparison, especially for the main supply and demand data sources used. i. Other data, such as online data (e.g. online real estate listings through formal platforms and social media platforms) can be used to further understand the market. j. Data purchased and processed by the service provider for the purposes of these studies is bought on behalf of the WCG and will be owned by the WCG. k. The service provider is not required to do any raw data gathering, but to work with existing data sources to the extent that these are available and credible. l. Clearly the availability of the Census 2022 data will be an important asset to this project. It is acknowledged that the timing of the availability of sufficiently disaggregated data may influence the project plan.
3.1.7	<p>KNOWLEDGE TRANSFER</p> <ul style="list-style-type: none"> a. The studies will need to be updated on a regular basis to track changes in the housing market and the impact that might have on municipal policy. This will need to be undertaken by the municipality or the WCG. Given this, the transfer of knowledge is a key element of the appointment. b. The service provider must ensure that the methodology followed, and data used is documented and always made clear and explicit. c. The service provider will be required to transfer skill / share knowledge and build capacity of WCG and municipalities in methodologies/approaches/data methods. d. Synthesised data, data models etc. built for the project, as well as raw data sets used in analysis, must be shared with the WCG and form part of the final deliverable. For this reason, no specialist software should be used that the WCG or municipalities cannot reasonably be expected to have access to or that would impose an ongoing cost burden on the WCG or municipalities.
3.1.8	<p>TASK 1: HOUSING MARKET FUNCTIONALITY/ PERFORMANCE FRAMEWORK</p> <ul style="list-style-type: none"> a. The service provider will be required to prepare a framework, building on work done for the studies concluded in 2022, setting out practical indicators for understanding if a town's residential property market is functioning effectively. b. As far as possible, methodological and presentation consistency with the studies concluded in 2022 should be sought to allow for legibility and comparability. c. However, proposals should be made to improve the quality of the methodology originally used – in particular to improve accuracy and replicability and an understanding of the residential rental market - without raising project costs.

3.1.9	<p>TASK 2: PREPARATION OF TOWN-LEVEL HOUSING MARKET STUDIES IN SEVEN (7) MUNICIPALITIES</p> <p>a. Applying this framework, the service provider will then be required to provide housing market studies for the following larger towns and related settlements in the Western Cape, noting that the studies will be limited to main urban agglomerations/ areas as defined in the study areas attached in Annexure B and not the municipalities in their entirety;</p> <ul style="list-style-type: none"> i. Saldanha Bay Municipality: Urban Areas in the Saldanha Bay Municipality ii. Overstrand Municipality: Greater Hermanus and surrounds, Kleinmond and Greater Gansbaai iii. Breede River Municipality: Worcester iv. Bitou Municipality: Plettenberg Bay and surrounds v. Knysna Municipality: Knysna and Sedgefield vi. Swartland Municipality: Malmesbury & Abbotsdale and associated towns (Moorreesburg, Darling and Riebeek-Kasteel) vii. Oudtshoorn Municipality: Oudtshoorn <p><i>The WCG/ Department reserves the right to replace any of the above study areas with another of a similar size should it prove difficult to proceed with any of the above towns with respect to data availability.</i></p> <p>b. A report per municipality including the identified study areas within that municipality, must include, but not be limited to, the following:</p> <ul style="list-style-type: none"> i. A detailed description of the methodology used – setting out the framework for assessing the functionality / performance of the housing market; ii. A housing market analysis of the last five years, using narrative, data visualisation and maps; including: <p>Supply-side Analysis</p> <ul style="list-style-type: none"> • Number of existing dwelling units by type, tenure (freehold, sectional title, rental), location and value. • Number of dwelling units delivered in the last five (5) years by type, tenure (freehold, sectional title, rental), location and value. • Number of government-subsidies properties delivered in the last five (5) years inclusive of social housing, FLISP units delivered. • Annual number of new and re-sale transactions (or completions) by type, tenure, location, and value over the past five (5) years (data dependent). • Number of new and re-sale bonded transactions over the past 5 years. • Number of freehold properties without title deeds handed over the past 5 years (data dependent). • Number of new proposed dwelling units by type, location, tenure, and value (data dependent) (developments approved or under construction). • Vacancy rates in residential rental stock (data dependent). • Common typology of new developments (single residential, low-rise walk-ups etc.) (the categorisation of typologies to be consistent with the analysis undertaken in the first round of Housing Market Studies undertaken). • Annual estimated supply of housing for the next 5 years (private and public). • Disaggregation of the data (buyers and sellers) with respect to gender, age, and race where possible (data dependent). • Bonded vs non-bonded transaction, by market segment, source of financing, as well as credit risk metrics informing lenders' decisions. • Number of informal units constructed over a five (5) year period (data dependent). • Number of backyard shacks constructed over a five (5) year period (data dependent).

- Residential/ mixed use land price per bulk sqm in priority development areas /integration zones/ restructuring zones identified in MSDFs, based on municipal valuations data and transaction data available from the Deeds Office.

Demand-side Analysis

- Total population.
- Number of total households.
- Age, size, race, and gender break-down by household.
- Income break-down by household (investigate variety of sources – e.g. WCG-DEDAT (IHS), GTI, Quantec, StatsSA).
- Level of household indebtedness (Credit bureau data).
- Median household income to median house price ratio.
- Total employment.
- Level of employment (by sector if possible - data dependent).
- GDP or GVA growth (by sector if possible – data dependent).
- Estimated annual effective demand for housing (including rental) for the next 5 years per income segment.
- Housing need versus supply (backlog).

Current Market Activity

- Average and median house price by type, value-band, location, and tenure.
- Total and annual house price growth by type, value-band, location, and tenure over the past five (5) years.
- Average and median house rental by type, value-band, location (ideally at the sub-place level) and tenure (Develop a means of identifying rental – and other forms of tenure – through the available data sets) (data dependent).
- Annual growth in median house prices vs. annual growth in lower quartile house prices.
- Total and annual house rental growth by type, value-band, and tenure over the past five (5) years (data dependent).
- Current number of existing and new dwellings on the re-sale market by type, value-band, tenure, and location.
- Current number of existing and new dwellings on the rental market by type, rental-band, tenure, and location (data dependent).
- Number of first-time buyers over the last five years by market segment.
- Indication of areas identified as risk areas for lenders using available metrics offered for this purpose.

GAP Analysis

- Number of households that can afford to purchase a dwelling per dwelling value band versus the number of existing houses per value band
- Number of households that can afford to rent a dwelling per dwelling value band versus the number of existing houses per value band (Data dependent)
- Location of houses constructed across values vis a vis the MSDF priority development areas (to be confirmed by the municipality)
- The gap analysis should take care to compare like with like when comparing supply and demand.

iii. Spatial analysis should be done at sub-place level and maps presented at settlement scale.

iv. The analysis should use the following market segments:

- Under R300 000
- R300 000 to R600 000
- R600 000 to R900 000
- R900 000 to R1.2m
- R1.2m to R1.5m
- Over R1.5m

	<p>To the extent possible, a further segmentation of the market below R300 000 is desirable to understand this market better in these larger towns.</p> <p>iv. Concluding observations and recommendations on <i>inter alia</i>:</p> <ul style="list-style-type: none"> • Key trends in the housing market (growth/ decline, localities, price, tenure, type, etc.) • The market, in terms of household incomes and unit sale prices or rentals, to be targeted by an affordable housing programme which may be inclusive of an inclusionary housing policy, for that municipality based on the affordability gap, and how this market might need to be segmented to equitably address need. • Demand and supply of development rights; and • Spatial targeting of proactive initiatives to upzone areas in high demand with evident developer appetite and to address the exclusionary impact of the land market.
3.1.10	<p>TASK 3: UPDATE TO THE EXISTING FOUR (4) HOUSING MARKET STUDIES</p> <p>a. In the final year of the contract period, the service provider is required to undertake an update to the four existing Housing Market Studies concluded in 2021/22 for the George city area, Mossel Bay/ Kwanongqaba/ Hartenbos, Stellenbosch town and Paarl/ Wellington/ Mbekweni areas in a manner that is consistent with the framework and methodology applied to the seven housing market studies undertaken in Task 2. Following the same study areas as previously used and using the latest available housing market data available.</p>
3.1.11	<p>TASK 4: OVERVIEW REPORT</p> <p>a. On conclusion of the town-level studies, including the updates to the existing four studies, the service provider is required to prepare a summary report providing an overview and comparison of the findings across the municipalities that can be shared at provincial, municipal levels and with the public.</p> <p>b. This report should reflect on findings, trends, outlook, implications of the findings / trends for municipal planning, policy, and interventions in support of addressing housing market supply and affordability gaps or mismatches.</p>
3.1.12	<p>ROLES AND RESPONSIBILITIES</p> <p>a. Responsibilities of the Department of Environmental Affairs & Development Planning (the Department)</p> <ol style="list-style-type: none"> The Department will provide available information for the purposes of this project, from within the Department and the WCG. The PSC will be established by the Department before the inception meeting to ensure that all stakeholders are able to participate in the initial engagements. The Department will schedule engagements with each of the municipalities benefitting from these studies and ensure the participation of these municipalities at relevant milestones as well as the supply of information from these municipalities where possible. The scheduling and minuting of the meetings will be done by the Department. The staff of the Department will make themselves available for the various agreed workshops and meetings and will review and make comments on all draft documents as per the agreed schedules. Work closely with the service provider to build capacity within the Department and municipalities to consider how they may undertake subsequent updates to the studies. The Department will provide final approval for the release of any information to the public which must only be distributed once the PSC has agreed that the quality of the information is appropriate for public consumption.

	<p>b. Responsibilities of the Project Steering Committee (PSC)</p> <ul style="list-style-type: none"> i. The Inter-departmental PSC will consist at minimum, of representatives of the Department, the Provincial Treasury, the Department of Infrastructure and the Department of the Premier. ii. Manage, monitor, support and facilitate the expeditious completion of the Housing Market Studies. iii. Interact with the successful service provider on behalf of the WCG. iv. Assist the service provider to access information held within the WCG, where problems are encountered. v. Critically engage with and comment on and approve all deliverables submitted by the service providers according to milestones. vi. Undertake regular review and evaluation of the progress of the project to ensure its timeous completion; and vii. Foster cooperation amongst all stakeholders and facilitate contributions by and participation of the affected municipalities. <p>c. Responsibilities of the Service Provider</p> <ul style="list-style-type: none"> i. The service provider is responsible for the technical delivery of the project as set out in this scope of work. ii. The service provider is responsible for the inception report, monthly progress reports and the technical draft and final housing market study reports for each study area, the overview and close out reports. iii. Setting up, conducting, and recording interviews with key stakeholders active in each of the study areas to support data observations, including <i>inter alia</i> town planners, banks, property management companies, landlords, developers, and estate agents. iv. Preparation for and presentations to virtual stakeholder engagements as described in 3.1.5. v. The service provider will be required to work closely with an identified member of the PSC to build capacity within the Department to undertake subsequent updates to the studies and to ensure adherence to WCG data standards and data quality requirements. 		
3.2	<p>DELIVERABLES</p> <p><u>The service provider must provide the following deliverables:</u></p>	<p>Reply "COMPLY" or "DO NOT COMPLY" in the boxes below</p>	<p>Add comments and attachments as required</p>
<p><i>In the Project Plan submitted, the Bidder is to clearly indicate if their offered product / services comply with the stated requirements, by indicating, "Comply" or "Does not comply" next to the corresponding clauses;</i></p>			
3.2.1	<p>PROJECT INCEPTION MEETING AND INCEPTION REPORT</p> <ul style="list-style-type: none"> a. The project will begin with an Inception meeting with the successful bidder and the PSC. The purpose of the meeting will be to clarify and confirm the scope, methodology, deliverables, project timeframes, scheduled payments, meeting scheduling, access to data and related matters. b. One Project Inception Report for 11 municipalities (7 new studies + 4 updates) should be delivered to the PSC within seven working days of the Inception meeting. c. The Inception Report must include, at a minimum: <ul style="list-style-type: none"> i. The methodology to be followed. ii. A gap analysis including data requirements and data acquisition strategy. iii. A project plan including phasing of deliverables and meetings; and iv. Roles and responsibilities for both the service provider and the WCG. 		

	d. This meeting may also serve to introduce the service provider to the participating municipalities.		
3.2.2	TASK 1: RESIDENTIAL PROPERTY PERFORMANCE / FUNCTIONALITY FRAMEWORK REPORT One draft and one final digital report (in PDF and Word/ PowerPoint format) setting out the agreed upon Residential Property Functionality/ Performance Framework.		
3.2.3	TASK 2: TOWN-LEVEL HOUSING MARKET STUDIES (SEVEN) a. One draft digital report in presentation format in a standardised template per each of the seven municipal study areas including an Executive Summary, in PDF and PowerPoint format, for engagement with municipalities and review by the WCG's PSC. b. One final digital report and presentation in a standardised template per each of the selected towns including an Executive Summary, in PDF and PowerPoint format for use by the municipalities and the WCG. As well as for sharing with the public.		
3.2.4	TASK 3: UPDATES TO EXISTING HOUSING MARKET STUDIES (FOUR) (TO BE CONDUCTED IN YEAR 3 OF THIS APPOINTMENT – BETWEEN APRIL 2025 AND MARCH 2026) a. One draft digital report and presentation in a standardised template, consistent with that used to fulfil Task 2, per each of the four intermediate cities/ larger towns including an Executive Summary, in PDF and PowerPoint format, for engagement with municipalities and review by the WCG's PSC. b. One final digital report and presentation in a standardised template per each of the selected towns including an Executive Summary, in PDF and PowerPoint format for further use by the municipalities and the WCG. As well as for sharing with the public.		
3.2.5	TASK 4: OVERVIEW REPORT (PRESENTATION) a. One draft digital overview report in PowerPoint™ format consistent with the town-level study reports for review by the WCG's PSC. b. One final digital report in PowerPoint™ and PDF format consistent with the town-level study reports, for further use by the municipalities and the WCG.		

3.2.6	<p>DATA</p> <ul style="list-style-type: none"> a. All spatial data created for the analysis and reports. All shapefiles for maps created in ArcGIS. b. All data acquired for the project, all synthesised data and meta data in an accessible format not requiring specialised software. 		
3.2.7	<p>KNOWLEDGE TRANSFER</p> <ul style="list-style-type: none"> a. The service provider will be required to run a one-day workshop where officials are trained in the methodology used. b. Materials prepared for and arising from the workshop, developed by the service provider (including presentations, notes, attendance register, minute) must be provided to the WCG. 		
3.2.8	<p>MONTHLY PROGRESS MEETINGS AND MONTHLY PROGRESS REPORTS</p> <ul style="list-style-type: none"> a. The service provider will be required to work closely with the WCG's PSC and attend monthly progress meetings with the PSC. The WCG will exercise data quality and governance oversight at these progress/ PSC meetings and ensure progress and the flow of information and data where needed. b. Monthly written progress reports submitted via email must be submitted to the PSC c/o the Director: Spatial Planning. These should include an overview of the project progress and challenges from the start to the end of the project. c. PSC meetings and any other engagements will be done virtually. This project does not provide for any physical travel related costs. 		
3.2.9	<p>PROJECT CLOSE-OUT MEETING AND CLOSE OUT REPORT</p> <ul style="list-style-type: none"> a. A close-out report, together with all the deliverables as specified in this scope must be submitted by the service provider on completion of the project. b. The close-out report should include reflections on lesson learnt, limitations of the studies, recommended improvements that can be made in future iterations to improve housing market analysis over time within the WCG or municipalities. c. A record of the key stakeholder interviews conducted for each of the study areas and notes from these interviews should be included with the close-out report. d. A close-out meeting will be held with the PSC at which this report will be presented and discussed. 		

3.2.10	<p>GENERAL DELIVERABLE REQUIREMENTS</p> <ul style="list-style-type: none"> a. The service provider will be required to submit at least one draft of each deliverable electronically for comment to the PSC before the reports and presentations are finalised. b. All documents generated and submitted by the service provider must be in an editable electronic format. c. The WCG shall own and hold copyright over all deliverables. All reports must include a clear statement that the intellectual property belongs to the WCG unless otherwise specified where this is not possible due to a license being required from a third party to use certain images or documents. d. The final versions for all deliverables highlighted in the points above should be submitted to the PSC, c/o the Director: Spatial Planning, Chief Directorate: Development Planning, Department of Environmental Affairs & Development Planning (Email: catherine.stone@westerncape.gov.za.) e. Appropriate project management must ensure that information is collated and distributed to the officials of the Department timeously as per the agreed project plan. 		

4. EVALUATION OF BIDS

4.1 Bids will be evaluated in the following manner:

- Phase 1 (a): Compliance to SCM Conditions and Requirements;
- Phase 1 (b): Compliance to minimum Bid / ToR Conditions and Requirements;
- Phase 2: Evaluation of bid submission, methodology and project plan (Capability and ability functional requirements); and
- Phase 3: Preferential procurement evaluation (Price and BBBEE evaluation).

4.2 PHASE 1(A): COMPLIANCE TO SCM CONDITIONS AND REQUIREMENTS

4.2.1 This evaluation is based on the compliance to the SCM requirements which includes, among others, registration on the Central Supplier Database (CSD) and Western Cape Supplier Evidence Bank (WCSEB), submission/attaching all required documents/evidence required, completion of this document in full as per the instructions and guidelines provided.

4.2.2 All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administration and compulsory bid requirements.

Table 4.1: Compliance to the SCM conditions and requirements

Schedules	Description	Mandatory	Returnable Documents
WCBD 1	Invitation to Bid	√	√
WCBD 3.1	Pricing Schedule	√	√
WCBD 3.2	Price Adjustments (Non-firm pricing)		√
WCBD 3.3	Final Pricing Schedule	√	√
WCBD 4	Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices and Certificate of Independent Bid Determination.	√	√
WCBD 6.1	If the bidder intends to insource/sub-contract, such details must be detailed in the WCBD 6.1		√
CSD & WCSEB	Bidders must be registered on the CSD and WCSEB at the time of award - Submission of Proof of CSD Registration or latest Report.	√	√
GCC, SCC and ToR	Bidders must accept all bid conditions by: <ul style="list-style-type: none"> • initialling every page of the ToR 	√	√

4.3 PHASE 1(B): COMPLIANCE TO MINIMUM BID / TOR CONDITIONS AND REQUIREMENTS

4.3.1 During this phase, compliance will be assessed against the minimum bid conditions and bid submission requirements as indicated Table 4.2 below of this document. **Failure to submit bid documents listed in Table 4.2 below will result in the disqualification of a bid.**

4.3.2 Bids will be subjected to the responsiveness criteria to determine which bid responses are compliant or non-compliant with the bid specifications and requirements issued by the Department as part of the bid process. This evaluation is based on the compliance to the demonstrated ability and capability of the bidder to execute the bid and only bid offers that comply in all aspects will be considered for Phase two (2). (The Western Cape Government also reserves the right to conduct reference checks).

Table 4.2: Minimum Bid Conditions and Submission Requirements - NOTE: Please indicate with an "X" if the bidder complies with the compulsory requirements of the bid.
Non-compliance with the stipulated requirement will lead to the disqualification of the bid.

Minimum Bid Conditions and Submission Requirements	Comply	Do not comply
Bidders must provide:		
<p>(a) Qualifications:</p> <ul style="list-style-type: none"> a. Bidder to submit names, curriculum vitae, years of experience, and proof of the number of years' experience, and qualifications of all team members. The Project Lead and key professional staff must be identified as such. b. Applicable qualifications may be those in city and regional planning, engineering, data science, property economics (particularly residential property analysis), property valuations and finance, and are considered acceptable, together with relevant work experience as it relates to the scope of work. Other professional qualifications may be considered. Certified copies of qualifications are required. c. Note: International qualifications must be accompanied with SAQA accreditation and/or any formally recognised professional body (international/local). d. The skills and expertise described below do not need to be held by a different person for each field of expertise, provided all expertise is adequately covered by the team members. <p><u>Project Manager & Lead:</u></p> <ul style="list-style-type: none"> a. Minimum qualifications of the Project Manager and Lead should be an NQF level 8 qualification in the field related to the identified area(s), below. b. Evidence of the ability and skills to manage the project, ensure adherence to the timeframes, scope of work and budget, whilst ensuring quality of deliverables. c. The team leader / project manager should have demonstrable experience and expertise in conducting housing market studies and a demonstrated 		

Minimum Bid Conditions and Submission Requirements	Comply	Do not comply
<p>understanding of the interaction between property markets and social and economic indicators.</p> <p>d. An Honours Degree (or higher) in one of the applicable qualifications is required.</p> <p>e. At least a minimum of 5 years of relevant experience is required.</p> <p><u>Technical expert in residential property markets</u></p> <p>a. Evidence of demonstrable experience in conducting research into residential property markets in South Africa, with a focus on affordability and factors influencing the lower end of residential markets, including experience in undertaking studies similar to that described in this bid document. An understanding of South African housing and human settlements policy and a grasp of policy mechanisms that are currently available or may be introduced to influence housing supply.</p> <p>b. Evidence of technical skills in analysing spatial, economic and property market data.</p> <p>c. For the technical expert, an Honour's Degree (or higher) in one of the applicable qualifications is required.</p> <p>d. At least 5 years of relevant experience is required.</p> <p><u>Data analyst, with specific expertise in property market data</u></p> <p>a. Evidence of experience in collection and detailed spatial analysis of property market data, with a demonstrated ability to work with South African deeds registry data.</p> <p>b. An Honours Degree (or higher) in one of the applicable qualifications is required.</p> <p>c. At least a minimum of 5 years of relevant experience is required.</p> <p><u>Mapping specialist</u></p> <p>a. Suitably qualified with recognised degree/ diploma and demonstrable experience and maturity in mapping of data in such a way as to clearly communicate analysis and implications of the analysis. At least 2 years of relevant experience is required.</p>		
<p>(b) CV:</p> <ul style="list-style-type: none"> CV of experts who will be used in rendering the service(s), demonstrating qualification and experience. CV must indicate the years of experience, accreditation/professional registration, qualifications, and physical location/address. CVs of the individuals should contain projects relevant to this assignment. 		
<p>(c) Experience:</p> <p>Individual experience</p> <ul style="list-style-type: none"> Experts must have the minimum of years' experience as outlined above. <p>Service provider portfolio of evidence</p> <ul style="list-style-type: none"> Portfolio of evidence containing a minimum of three (3) similar projects relevant to the project. The portfolio of evidence must include the following: <ul style="list-style-type: none"> Scope of the project; Key outcomes of the project (objectives achieved); and Value of the project and year in which completed. Contactable work references where similar work was undertaken in the last five (5) years. 		

Minimum Bid Conditions and Submission Requirements	Comply	Do not comply
<p>(d) Approach, Methodology & Project Plan:</p> <p>Approach & Methodology Bidder to submit a relevant methodology for undertaking the project as outlined in the Bid Document, demonstrating alignment to the methodology followed in the studies published in 2022.</p> <p>Project Plan Bidder to submit a Project Plan setting out how the deliverables will be accomplished over the duration of the project, to include:</p> <ul style="list-style-type: none"> a. A schedule of the above personnel allocated to the project, their position and designation in the project team, the components of work they will be engaged with and the approximate time in hours that they will be involved in the study. b. A work breakdown structure: must include tasks, subtasks, calendar time allocation, major activities, milestones relative to cash flow expectations and team / resource allocations per task and subtasks. The main activities and milestones need to be costed separately. c. Invoicing will be based on deliverables and data acquisition. d. <u>Each of the study areas (per municipality) identified in section Error! Reference source not found. 9 a and 3.1.10 a should be costed separately and independently, and this must include stakeholder engagements, the deliverables required, as well as a pro rata share of the inception and close out phases and project management/ reporting activities. The DEA&DP reserves the right to award this bid in part or whole.</u> e. The hourly rates (inclusive of VAT) charged by the bidder must be aligned to the DPSA approved rates attached to the bid. f. The cost of data to be purchased, itemised separately by source and estimated cost; i.e., deeds data, rental market data, income data – to allow for sub-place analysis. g. The cost of administration support and of managing the project. h. A schedule of payment including a breakdown of costs (inclusive of VAT), tasks, deliverables, and timeframe as per the project plan aligned to the phasing requirements set out in this Scope of Work. i. If the service provider is unable to hand over all data ownership and copyright to the WCG this must be clearly pointed out and explained in the proposal. 		

4.4 PHASE 2: EVALUATION OF BID SUBMISSION, METHODOLOGY AND PROJECT PLAN (CAPABILITY AND ABILITY FUNCTIONAL REQUIREMENTS)

- 4.4.1 During this phase, the bidder's ability to substantively demonstrate competence to execute the scope of work against the following functionality criteria, will be assessed.

4.4.2 Only bids that obtain a minimum of **70%** (70/100) for functionality will progress to Phase 3 of the assessment.

4.4.3 Evaluation criteria (capability and ability)

Submissions will be evaluated against the following capability and ability functional responsiveness criteria in the tables below:

Functionality Criteria	Weighting Factors:
Service providers' skills and competencies	45
Proof of the relevant number of years of experience in the areas of work as stated in Table 4.2, including resumes of key professional staff. <ul style="list-style-type: none"> • Project Manager & Lead (minimum 5 years) • Technical Expert in residential property markets (minimum 5 years) • Data analyst (minimum 5 years) • Mapping Specialist (minimum of 2 years) 	15
Composition of the team and proof of relevant qualifications as stated in Table 4.2, including resumes of key professional staff. <ul style="list-style-type: none"> • Project Manager & Lead (minimum NQF level 8 or Honours in applicable qualification) • Technical Expert in residential property markets (minimum NQF level 8 or Honours in applicable qualification) • Data analyst (minimum NQF level 8 or Honours in applicable qualification) • Mapping Specialist (minimum of a recognised degree/ diploma and demonstrable experience and maturity in mapping of data) 	10
Proven experience in residential property market analysis with a focus on the lower end of the market, including descriptions of previous project experience. <ul style="list-style-type: none"> • The team leader / project manager should have demonstrable experience of at least 5 years, and expertise in conducting housing market studies and a demonstrated understanding of the interaction between property markets and social and economic indicators. 	20
Interpretation of the terms of reference and responsiveness to the methodology	40
Proposal indicates appropriate understanding of the tasks and deliverables highlighted in the terms of reference, including a detailed approach to the work. Proposals will be scored on the approach described in the proposal and other than the detailed project approach should also include the following:	
a. a project plan detailing the project schedule;	15
b. schedule of personnel allocated to the project, their positions and designations and hours they will be involved in the project as well as hourly rates (inclusive of VAT) and data acquisition costs;	10
c. major activity milestones relative to cash flow expectation; and	5
d. team resource allocation per task and sub-task.	10

Functionality Criteria	Weighting Factors:
Service provider portfolio of evidence of similar projects	15
A portfolio of evidence & proven work experience in project management in projects of similar scope to that envisaged in the terms of reference highlighting appropriate working experience in project management, by team members.	15
Total score:	100

4.4.4 Description of Scores

The description of scores, which will be used to score bids submitted, is as follows:

Service providers' skills and competencies (45)		
<p>Proof of the relevant number of years of experience in the areas of work as stated in the terms of reference, including CV's of key professional staff</p> <p>Total maximum points available: 15 and is averaged for individual points allocated to the 4 key professional staff.</p>	Proof of the relevant number of years of experience of the Project Manager & Lead (minimum 5 years)	<ul style="list-style-type: none"> • Less than 5 years' experience = 0 points • Minimum of 5 years' experience = 7.5 points • Between 6- and 10-years' experience = 11.25 points • Over 10 years' experience = 15 points
	Proof of the relevant number of years of experience of the Technical Expert in residential property markets (minimum 5 years)	<ul style="list-style-type: none"> • Less than 5 years' experience = 0 points • Minimum of 5 years' experience = 7.5 points • Between 6- and 10-years' experience = 11.25 points • Over 10 years' experience = 15 points
	Proof of the relevant number of years of experience of the Data analyst (minimum 5 years)	<ul style="list-style-type: none"> • Less than 5 years' experience = 0 points • Minimum of 5 years' experience = 7.5 points • Between 6- and 10-years' experience = 11.25 points • Over 10 years' experience = 15 points
	Proof of the relevant number of years of experience of the Mapping Specialist (minimum of 2 years)	<ul style="list-style-type: none"> • Less than 2 years' experience = 0 points • Minimum of 2 years' experience = 7.5 points • Between 3- and 5-years' experience = 11.25 points • Over 5 years' experience = 15 points
<p>Composition of the team and proof of relevant qualifications as stated in the terms of reference of key professional staff</p> <p>Total maximum points available: 10 and is averaged for individual points allocated to the 4 key professional staff.</p>	Proof of relevant qualifications of the Project Manager & Lead	<ul style="list-style-type: none"> • NQF level 7 or less OR a non-applicable qualification = 0 points • NQF level 8 or Honours in applicable qualification = 5 points • NQF level 9 or Masters in applicable qualification = 7.5 points • NQF level 10 or Doctorate in applicable qualification = 10 points
	Proof of relevant qualifications of the Technical Expert in residential property markets	<ul style="list-style-type: none"> • NQF level 7 or less OR a non-applicable qualification = 0 points • NQF level 8 or Honours in applicable qualification = 5 points • NQF level 9 or Masters in applicable qualification = 7.5 points • NQF level 10 or Doctorate in applicable qualification = 10 points
	Proof of relevant qualifications of the Data analyst	<ul style="list-style-type: none"> • NQF level 7 or less OR a non-applicable qualification = 0 points • NQF level 8 or Honours in applicable qualification = 5 points • NQF level 9 or Masters in applicable qualification = 7.5 points • NQF level 10 or Doctorate in applicable qualification = 10 points
	Proof of relevant qualifications of the Mapping Specialist	<ul style="list-style-type: none"> • NQF level 5 or less OR a non-applicable qualification = 0 points • NQF level 6 or National Diploma in applicable qualification = 5 points • NQF level 7 or Bachelor's Degree in applicable qualification = 7.5 points • NQF level 8 (Honours) or higher in applicable qualification = 10 points

<p>Proven experience in residential property market analysis with a focus on the lower end of the market, including descriptions of previous project experience. Ideally, the team leader / project manager should have demonstrable experience of at least 5 years, and expertise in conducting housing market studies and a demonstrated understanding of the interaction between property markets and social and economic indicators.</p> <p>Total maximum points available: 20</p>		<ul style="list-style-type: none"> • Less than 5 years' experience in conducting housing market studies or similar = 0 points • Minimum of 5 years' experience in conducting housing market studies or similar = 10 points • Between 6- and 10-years' experience in conducting housing market studies or similar = 15 points • Over 10 years' experience in conducting housing market studies or similar = 20 points
<p>Interpretation of the terms of reference and responsiveness to the methodology (40)</p>		
<p>Proposal indicates appropriate understanding of the tasks and deliverables highlighted in the terms of reference, including a detailed approach to the work. Proposals will be scored on the approach described in the proposal and other than the detailed project approach should also include the following:</p>	<p>a project plan detailing the project schedule.</p> <p>Total maximum points available: 15</p>	<ul style="list-style-type: none"> • No project plan or a project plan that is inherently unrealistic or unachievable or non-responsive to the terms of reference = 0 points • A weak / generic project plan that is missing key deliverables as set out in the terms of reference = 3.75 points • An acceptable project plan that is responsive to the terms of reference = 7.5 points • A good project plan that is detailed and responsive to the terms of reference = 11.25 points • An excellent project plan that is detailed, responsive to the terms of reference and illustrative of a deep understanding of what is required in the project = 15 points
	<p>schedule of personnel allocated to the project, their positions and designations and hours they will be involved in the project as well as hourly rates (inclusive of VAT) and data acquisition costs;</p> <p>Total maximum points available: 10</p>	<ul style="list-style-type: none"> • No schedule of personnel or a schedule of personnel that is non-responsive to the terms of reference = 0 points • A weak / generic schedule of personnel that is missing key information as required = 2.5 points • An acceptable schedule of personnel that is responsive to the terms of reference and includes all information = 5 points • A good / detailed schedule of personnel that is responsive to the terms of reference = 7.5 points • An excellent / detailed schedule of personnel, responsive to the terms of reference = 10 points
	<p>major activity milestones relative to cash flow expectation; and</p> <p>Total maximum points available: 5</p>	<ul style="list-style-type: none"> • No major activity milestones given or major activity milestones are not given in relation to cash flow expectations = 0 points • A weak / generic / unrealistic set of major activity milestones given in relation to cash flow expectations = 1.25 points • An acceptable set of major activity milestones given in relation to cash flow expectations = 2.5 points • A good / detailed set of major activity milestones given in relation to cash flow expectations = 3.75 points • An excellent / detailed set of major activity milestones given in relation to cash flow expectations = 5 points

	<p>team resource allocation per task and sub-task.</p> <p>Total maximum points available: 10</p>	<ul style="list-style-type: none"> No indication of team resource allocation per task and sub-task = 0 points A weak / generic / unrealistic indication of team resource allocation per task and sub-task = 2.5 points An acceptable indication of team resource allocation per task and sub-task = 5 points A good / detailed indication of team resource allocation per task and sub-task = 7.5 points An excellent / detailed indication of team resource allocation per task and sub-task = 10 points
Service provider portfolio of evidence of similar projects		
<p>A portfolio of evidence & proven work experience in project management in projects of similar scope to that envisaged in the terms of reference highlighting appropriate working experience in project management, by team members.</p> <p>Total maximum points available: 15</p>	<ul style="list-style-type: none"> no indication portfolio of evidence & proven work experience in project management in projects of similar scope = 0 points very little proven work experience (less than 5 years) and portfolio of evidence in project management in projects of similar scope = 3.75 points an acceptable level of proven work experience (5 years) and portfolio of evidence in project management in projects of similar scope = 7.5 points a good level of proven work experience (between 6 and 10 years) and portfolio of evidence in project management in projects of similar scope = 11.25 points an excellent level of proven work experience (over 10 years) and portfolio of evidence in project management in projects of similar scope = 15 points 	
Total score:		100

Minimum Functionality score to qualify for further evaluation	70%
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Important Notes:

- i) Bidders that score 70% or more for the above evaluation criteria will be considered on preferential points.
- ii) Bidders must ensure that all information requested is provided in detail. Failure on the bidder's part to provide the evidence required to award points will result in no points being awarded for the criteria.
- iii) Unclear or incomplete information provided will result in no points being allocated.
- iv) Bidders must submit applicable information for this bid. Reference to any attached documentation must be clearly indicated.
- v) Points will be allocated in terms of the evidence provided by the bidder.

4.5 PHASE 3: PREFERENTIAL PROCUREMENT EVALUATION (PRICE AND BBBEE EVALUATION)

- 4.5.1 All bidders who have met all the conditions of bidding and legislative requirements as per phase 1(a) and phase 1(b), as well as achieved a minimum score of 70 or more for capability

and ability functionality (phase 2) will be assessed in phase 3 according to the 80/20 preferential points scoring system:

- Price (80 points)
- Equity (20 points)

4.5.2 Equity will be evaluated based on the following (out of 20 points):

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING (DEA&DP) RETAINS THE RIGHT NOT TO ACCEPT THE LOWEST, HIGHEST OR ANY BID, OR TO ACCEPT PART OR WHOLE OF ANY BID.

5. CONTRACT MONITORING

- (a) The successful bidder must nominate a contact person in their bid to ensure efficient communication with DEA&DP
- (b) The DEA&DP Project Manager, Catherine Stone, DEADP.SCMHelpdesk@westerncape.gov.za; telephone number: +27 (0)21 483 4796 will interact with the successful service provider on behalf of the DEA&DP. The DEA&DP Project Manager would:
- i. Initiate the project and provide a contact person for liaison with the DEA&DP team and determine their specific roles and responsibilities, duties, and tasks in relation to the project.
 - ii. Assist to provide contact information for key role-players in the project.
 - iii. Track the progress of deliverables and take remedial action should the risks of these deliverables become evident.
 - iv. Track expenditure to ensure that it remains within budget.
 - v. Monitor progress and sign off on the progress reports.
 - vi. Ensure quality control of the final reports and related documents.

PRICING SCHEDULE – FIRM PRICES**(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

Name of bidder:	Bid Number: DEA&DP 2/2023
Closing Time: 11H00am	Closing date: 21 July 2023

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

DESCRIPTION:	QUANTITY	TOTAL COST (VAT INCLUSIVE Bid Price in RSA Rands)
		R.....
<u>GRAND TOTAL (INCLUSIVE VAT)</u>		R.....

Enquired by:

**DEPARTMENT OF ENVIRONMENTAL
AFFAIRS AND DEVELOPMENT
PLANNING**

- At:

1 & 3 Dorp street
CAPE TOWN,
8000

- Brand and model

.....

- Guarantee period

.....

- Country of origin

.....

- Does the offer comply with the specification(s)?

*YES / NO

- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm / not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price e.g., labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t..... (factors used).	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e., it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. e.g., Labour, transport etc.)	P PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

PRICING SCHEDULE
(Professional Services)

NOTE: Offer to be valid for 90 days from the closing date of bid.

Name of Bidder: _____	Bid Number: DEA&DP 2/2023
Closing Time: 11:00	Closing Date: 21 July 2023

Item No.	DESCRIPTION	BID PRICE IN RSA CURRENCY NO. *(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.	*R _____	
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.		
3.	Persons who will be involved in the project and rates applicable. (Certified invoices must be rendered in terms hereof)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	_____	R _____	_____
	_____	R _____	_____
	_____	R _____	_____
	_____	R _____	_____
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	_____	R _____	_____ days
	_____	R _____	_____ days
	_____	R _____	_____ days
	_____	R _____	_____ days

EFFECTIVE 1 FEBRUARY 2019

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____	_____	_____	R_____
_____	_____	_____	R_____
_____	_____	_____	R_____
_____	_____	_____	R_____

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

_____	_____	_____	R_____
_____	_____	_____	R_____
_____	_____	_____	R_____
_____	_____	_____	R_____

***TOTAL: R** _____

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract?

YES / NO
[DELETE IF NOT APPLICABLE]

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

SIGNATURE OF BIDDER

: _____

NAME OF BIDDER (PRINT)

: _____

DATE

: _____

CAPACITY UNDER WHICH THE BID IS SIGNED

: _____

TOTAL BID PRICE

: *R _____

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURES MAY BE DIRECTED TO:

Department : Department of Environmental Affairs and Development Planning
Contact Person : Siyabulela Ncipha
Tel : (021) 483 4138
E-mail Address : DEADP.SCMHelpdesk@westerncape.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person : Catherine Stone
Tel : (021) 483 4796
E-mail Address : DEADP.SCMHelpdesk@westerncape.gov.za

***BID PRICE IN RSA CURRENCY** and "**ALL APPLICABLE TAXES**" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies



PROVINCIAL GOVERNMENT WESTERN CAPE: DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. 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.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (EPS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.
6. **Definitions**

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"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;

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation, or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

31 May 2022

“business interest” means -

- (a) a right or entitlement to share in profits, revenue, or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“Consortium or Joint Venture” 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;

“Controlling interest” means, 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;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person, in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or not to do anything, of which the person is guilty of the offence of corruption.

“CSD” means the Central Supplier Database maintained by National Treasury;

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31 May 2022

“employee”, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

“entity” means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture, or consortium; or
- (b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person’s -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee’s Employment

“spouse” means a person’s -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

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31 May 2022

Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

- a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
7. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
8. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
9. 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). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
10. 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 authorises 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.
11. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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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.

SECTION A: DETAILS OF THE ENTITY	
CSD Registration Number	MAAA
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor, or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.	

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

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31 May 2022

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOEE")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

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31 May 2022

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
To enable the prospective bidder to provide evidence of past and current performance.			
C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES

C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT	
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO	YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					NO	YES
(To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)						
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				NO	YES	N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?				NO	YES	
C7. 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?				NO	YES	

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31 May 2022

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I have read understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor.
- iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement, or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, 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;
- v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly, or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:
- 1.4 Do you want to make an affirmation? ANSWER:
2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was placed thereon in my presence.

.....

SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date: Place

.....

Business Address:

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31 May 2022

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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 (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF

GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"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;
- 1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"consortium or joint venture"** 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;
- 1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably

has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

1.12 **“Large Enterprise”** is any enterprise with an annual total revenue above R50 million;

1.13 **“non-firm prices”** means all prices other than “firm” prices;

1.14 **“person”** includes a juristic person;

1.15 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

1.16 **“proof of B-BBEE status level contributor”** means-

- (a) The B-BBEE status level certificate issued by an authorized body or person;
- (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
- (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;

1.18 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

1.19 **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

1.20 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;

1.21 **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;

1.22 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

1.23 **“the Regulations”** means the Preferential Procurement Regulations, 2022;

1.24 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;

1.25 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

1.26 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 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).

2.2 Preference point system for this bid:

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

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

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

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

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

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

2.6 The organ of state 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.

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, **the bidder obtaining the highest number of total points will be awarded the contract.**

3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.

- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where:

P_s = Points scored for price of bid under consideration
 P_t = Price of tender under consideration
 P_{\min} = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of WCG interim strategy, 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

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51% (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51% black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 6.5 A **large enterprise** must submit a valid, original, or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium, or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5

8.1 B-BBEE Status Level of Contribution= (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? **YES / NO (delete which is not applicable)**

9.1.1 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? **YES / NO** (delete which is not applicable)

9.1.2 Sub-contracting relates to a particular contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:.....

10.4 TYPE OF COMPANY/ FIRM

☐ Partnership/ Joint Venture/ Consortium

☐ One-person business/ sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company

☐ (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

[SELECT APPLICABLE ONE]

10.5 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-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.
- (d) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person, to a fine not exceeding 10% of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (j) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct;
 - (ii) 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; and
 - (iii) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

- (i) The contents of this statement are to the best of my knowledge a true reflection of the facts.
- (ii) I am a member/director/owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

- The enterprise is _____ % Black owned;
- The enterprise is _____ % Black woman owned;
- Based on management accounts and other information available for the _____ financial year, the income did not exceed R50 000, 000.00 (fifty million Rands)
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) r l as amended (select one) _____ of **the dti** Codes of Good Practice.
- Please confirm in the table below the B-BBEE contributor **by ticking the applicable box**.

100% Black owned		Level One (135% B-BBEE procurement recognition)	
More than 51% Black owned		Level Two (125% B-BBEE procurement recognition)	
a) At least 25% of cost of sales (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; For the service industry, include labour costs capped at 15%.		b) At least 50% of jobs created are for Black people, provided that the number of Black employees in the B-BBEE measurement verified immediately before is maintained.	
c) At least 25% transformation of raw material/beneficiation, which includes local manufacturing, production and/or assembly, and/or packaging.		d) At least 12 days per annum of productivity deployed in assisting QSE end EME beneficiaries to increase their operational or financial capacity.	
e) At least 85% of labour costs should be paid to South African employees by service industry entities.			

4. I know and understand the content of this affidavit, I have no objection to taking the prescribed oath, I consider the oath binding on my conscience and not on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date of signature by the commissioner.

Deponent signature: _____

Date: _____

Commissioner of Oaths signature & stamp

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 about 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 anything 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.
- 1.17 "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.

1.3 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 (17) 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 fulfilment 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.
- 17. Contract amendments**
- 17.1 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 contract 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 cancelling 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 wilful 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.

ANNEXURE A: DRAFT SPECIAL CONDITIONS OF CONTRACT: DATA GOVERNANCE

**SPECIAL CONDITIONS OF CONTRACT
SERVICE LEVEL AGREEMENT**

between

**THE WESTERN CAPE GOVERNMENT VIA ITS DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND
DEVELOPMENT PLANNING**

represented herein by **XXXXXX** in his capacity as Accounting officer, duly authorised thereto

("the Department")

and

XXXXXXXXXX

a company registered in terms of the relevant laws of the Republic of South Africa with registration number XXXXXX, represented herein by **XXXXXX** in XXX capacity as XXXXX, duly authorised thereto

("the Service Provider")

(collectively referred to as the "Parties")

TERMS AND CONDITIONS

PREAMBLE

- A. WHEREAS** the Department has appointed the Service Provider to undertake housing market studies in selected larger towns in the Western Cape Province to provide an evidence base for understanding housing markets more holistically, to support integrated planning and inform the need for and parameters of inclusionary housing policies in the relevant municipal areas;
- B. AND WHEREAS** the Service Provider has accepted such appointment and shall render such services to the Department on the terms and conditions as set out in this Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

- 1.1. In this Agreement unless the context indicates a contrary intention a word or expression which denotes –
- 1.1.1. any gender shall include the other genders;
 - 1.1.2. a natural person shall include juristic persons and vice versa; and
 - 1.1.3. the singular shall include the plural and vice versa.
- 1.2. Subject to the provisions below, and conditions contained in the Government Procurement: General Conditions of Contract ("GCC") (attached marked as Government Procurement: General Conditions of Contract (**GCC**)), forms part of this Agreement.
- 1.3. For interpretation purposes of this Agreement and the GCC –
- 1.3.1. the terms 'Purchaser' and 'Supplier', as it appears in the GCC, shall refer respectively to the Department and the Service Provider as defined in this Agreement; and
 - 1.3.2. the term "goods" in the GCC includes Services as referred to in this Agreement.
- 1.4. In the event of any inconsistency between the provisions of this Agreement and the provisions of the GCC, the provisions of this Agreement will prevail.
- 1.5. All the provisions of this Agreement should be read to give effect to all other provisions. In the event of a direct conflict between provisions in this Agreement, the following order of precedence shall govern the Agreement's interpretation –
- 1.5.1. the terms and conditions of this Special Conditions of Contract;
 - 1.5.2. the annexures to this Special Conditions of Contract which are as follows –
 - 1.5.2.1. **Annexure A** – Government Procurement - General Conditions of Contract, July 2010;

Contractor to initial.....

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- 1.5.2.2. **Annexure B** – the Department's Terms of Reference (TOR) ("the Specifications");
- 1.5.2.3. **Annexure C** - Protection of Personal Information and Related Aspects Addendum;
- 1.5.2.4. **Annexure D** – the Service Provider's bid response, but only to the extent that it is not in conflict with the GCC and the Specifications; and
- 1.5.2.5. **Annexure E** – Pricing Schedule, but only to the extent that it is not in conflict with the GCC and the Specifications;

provided, however, that silence on a topic in one document and treatment of that topic in another document shall not be construed as a conflict.

- 1.6. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 1.7. The cancellation or termination of this Agreement shall not affect the provisions of this Agreement which of necessity must continue to have effect after such cancellation or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.8. The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of it shall not apply to this Agreement.
- 1.9. Words and expressions defined in any clause shall, for the purpose of that clause, bear the meaning assigned to such words and expressions in that clause.

2. DEFINITIONS

- 2.1. In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meaning –
 - 2.1.1. **"Agreement"** shall mean this Special Conditions of Contract together with all annexures hereto;
 - 2.1.2. **"Business Day"** means any other day than Saturday, Sunday, or public holiday in terms of the laws of the Republic of South Africa;
 - 2.1.3. **"BBBEE"** means broad-based black economic empowerment as contemplated in the Board-Based Black Economic Empowerment Act 53 of 2003;
 - 2.1.4. **"Calendar Day"** means any day of the week and includes weekends and statutory public holidays proclaimed as such in the Republic of South Africa;
 - 2.1.5. **"Calendar Month"** means any month of the year and includes weekends and statutory public holidays proclaimed as such in the Republic of South Africa;

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- 2.1.6. **"Commencement Date"** means XXXXX, notwithstanding the signature date of these Special Conditions of Contract;
- 2.1.7. **"Data"** means (i) a representation of facts, concepts, images, statistics or instructions in a formal manner, suitable for communication, interpretation, or processing by humans or by automatic means; (ii) electronic representations of information in any form; (iii) the raw elements of a collection of logically related data, made up of characters, fields and records; and (iv) may consist of lines, polygons, points, or pixels (picture elements or dots that make up a picture or image) if the data is spatial or imagery;
- 2.1.8. **"Data Management"** means the process of collecting, collating, classifying, storing, owning, protecting, use, and disseminating Data;
- 2.1.9. **"Housing Market Studies"** means a set of city or town level studies that aim to understand housing markets in selected Western Cape Province settlements, with the specific aim of determining whether local housing markets are affordable to the people living there, the housing gap (being the difference between the average which a household can afford versus the average sales price of a housing unit in the area) and the nature of the housing market activity in different areas of these cities or towns;
- 2.1.10. **"Intellectual Property"** means, but is not limited to, all outputs of creative endeavour in any field that can be protected either statutorily or not, within any jurisdiction, including but not limited to all forms of copyright, design right, whether registered or unregistered, patent, patentable material, trademarks, know-how, trade secrets, rights in databases, information, data, discoveries, computer software and programmes;
- 2.1.11. **"Intellectual Property Rights"** means all intellectual property rights of whatever nature, including (i) all patents and other patent rights, including divisional and continuation patents, utility models; (ii) rights in and to inventions, whether patentable or not; (iii) rights in trademarks, service marks, logos, slogans, corporate, business and trade names, trade dress, brand names and other indicia of origin; (iv) rights in designs, topography rights, rights in circuit layouts and mask-works; (v) copyright, including all copyright in and to computer programs; (vi) rights in internet domain names, reservations for internet domain names, uniform resource locators and corresponding internet sites; (vii) rights in databases and data collections; (viii) know-how, show-how, trade secrets and confidential information, in each case whether or not registered and including applications for the registration, extension, renewal and re-issuance, continuations, continuations in part or per division of, any of these and the right to apply for any of the foregoing, all claims for past infringements, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;

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- 2.1.12. **“Personal Information”** means personal information as defined in section 1 of the Protection of Personal Information Act 4 of 2013 (“POPIA”);
- 2.1.13. **“Prescribed Purpose”** means to gather, analyse, and interpret Data and Personal Information to provide the intelligence to ensure an evidence-led understanding of the housing markets in these cities/ towns, including the performance of residential property markets, profiling housing supply and demand, and identifying the affordability gap in each selected settlement; and
- 2.1.14. **“Services”** means the rendering of Housing Market Studies and project deliverables as set out in this Agreement (read with the Specifications/TOR, specifically paragraphs 3 to 4) and includes the the acquisition, collation, organisation, analysis, graphic and spatial representation, interpretation and sharing of Data, and Personal Information, in a format which is at all times accessible and available to the Department and also includes any future changes to the Services, which the Parties have agreed to in writing.

3. APPOINTMENT AND COMMENCEMENT

- 3.1. The awarding of the contract to, and the conclusion of this Agreement with the Service Provider, are based on the information provided by the Service Provider in its bid response. The Service Provider shall maintain its status in respect of its BBBEE compliancy and tax matters for the duration of this Agreement. Should any deviation or changes occur, the Service Provider shall advise the Department accordingly. Material deviations may result in the Department having to apply remedial action, suspending, or terminating this Agreement. If any material deviations occur as a result of a change in legislation, the Service Provider shall be afforded a reasonable amount of time to comply with the legislative change. The Service Provider shall for the duration of this Agreement be in possession of a valid tax clearance certificate.

4. TERMINATION OF APPOINTMENT

- 4.1. Notwithstanding any other provision in this Agreement, the Department shall be entitled to terminate this Agreement forthwith by written notice to the Service Provider if the Service Provider –
- 4.1.1. enters into insolvency;
 - 4.1.2. commits a fraudulent or dishonest act;
 - 4.1.3. is, through its own actions, prevented from performing its duties as set out in clause 7 of this Agreement for a period exceeding 7 (seven) Calendar Days;
 - 4.1.4. conducts itself in any way which is prejudicial to the Department's interest and such prejudice to be determined by the Department;
 - 4.1.5. has a civil judgment entered against it;

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- 4.1.6. renders a standard of service which is below the standards set out in the Specifications and fails to remedy such standard of Service within 7 (seven) Calendar Days of receiving written notice informing it of such breach;
- 4.1.7. fails to provide a valid tax clearance certificate during the contract period if requested by the Department;
- 4.1.8. has not disclosed all relevant information regarding it, or its controlling entities or persons, including any pending litigation against the South African government or government entities, including national, provincial, and local spheres, in its bid response and which may have resulted in the Department not electing to award the contract to the Service Provider; or
- 4.1.9. due to a change during the contract period, qualifies for lower BBBEE status points than its status points as at time of the award of the bid to the Service Provider.

5. THE SERVICES

5.1. The Service Provider will conduct the Services strictly in accordance with this Agreement and in compliance with the Specifications (Annexure B) and the Protection of Personal Information and Related Aspects Addendum (Annexure C to this Agreement). The Department shall make use of the Services for the Prescribed Purpose, unless agreed to otherwise in writing.

5.2. The Service outputs consist of several reports, as set out in the Specifications, read with the Service Provider's bid response (Annexure D to this Agreement) and for which the Service Provider will be paid in accordance with this Agreement.

5.3. Completeness of Data

5.3.1. The Service Provider warrants that the Services and Data it supplies to the Department shall be reliable and guarantees, to the extent within its control, the accuracy and completeness of the Services.

5.3.2. The Department recognises that it will continuously determine the usefulness of the Services and the Service Provider acknowledges that it is responsible for the entire risk with respect to the quality, format and performance and reliance that the Department places on the Data provided through the Services.

5.4. Changes to Content

The Department acknowledges that since the Services may continually be amended and updated by the Service Provider, the Service Provider may, from time to time, change the content or the format of the Data and the location of delivery of the Services, in order to improve the operation and

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efficiency of the Services, provided that (a) such changes deliver a measurable improvement to the operation and efficiency of the Services; and (b) major changes (at the sole determination of the Department) are approved in writing by the Department prior to it being effected and which consent the Department shall not unreasonably withhold.

5.5. **Harmful of Malicious Code**

The Service Provider shall take all reasonable steps to ensure that no harmful or malicious code is introduced, which includes viruses, trojan horses, worms, or spiders, to interfere with or access any Data, communications or any of the Services performed under this Agreement.

5.6. **Use Limits**

- 5.6.1. The Service Provider will use Data and Personal Information exclusively for the purpose of carrying out its obligations set out in the Agreement and the Terms of Reference.
- 5.6.2. All Data supplied by the Department is provided without distribution rights.
- 5.6.3. The Service Provider acknowledges that the Department is entitled to maintain control over its Data and shall follow the Department's instructions in respect of how it is used.
- 5.6.4. Data supplied by the Department may not be copied, redistributed, or sold in any form (for value or not) by the Service Provider to any other third parties.
- 5.6.5. Data may only be used for projects assigned/approved by the Department.
- 5.6.6. The Department shall not be held responsible for any errors that may occur in providing Data.

5.7. **Performance Verification and Audit Rights**

The Service Provider will, upon reasonable request and at its own expense, cause an independent third party, that is acceptable to the Department, to -

- 5.7.1. verify the performance of the Service Provider with the obligations set forth in this Agreement;
- 5.7.2. provide evidence of such verification to the Department, which shall be satisfactory to the Department in its reasonable discretion; and
- 5.7.3. in addition, the Service Provider will allow and assist in the audit of its obligations under this Agreement by the Department or its authorised representatives.

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5.8 Security

- 5.8.1. The Service Provider shall take all reasonable precautions, including use of encryption technology and strong physical security measures to preserve the integrity and prevent any corruption or loss, damage or destruction of the Department's Data and Personal Information.
- 5.8.2. The Service Provider shall be responsible for the following privacy and security safeguards:
 - 5.8.2.1. As far as reasonably practicable, deploy safeguards against threats and hazards to the security, integrity, and confidentiality of any Data (including Personal Information) collected and stored by the Service Provider.
 - 5.8.2.2. If new or unforeseen threats or hazards are discovered by either the Department or the Service Provider, or if existing safeguards have ceased to function efficiently, the discoverer shall immediately bring the situation to the attention of the other Party so that the necessary safeguard(s) can be applied.
- 5.8.3. The Service Provider shall not publish or disclose in any manner, without the Department's written consent, the details of any organisational or technical safeguards either designed or developed by the Service Provider under this Agreement or otherwise provided by the Department.
- 5.8.4. The Service Provider shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of all Data and Personal Information.
- 5.8.5. If the Data that is processed and stored by the various applications within the network infrastructure contains Personal Information, this shall be protected against unauthorised access, disclosure or modification, theft, or destruction. The Service Provider shall ensure that the facilities that house the network infrastructure, if applicable, are physically secure.
- 5.8.6. Personnel working on any of the described tasks must sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of the Department's Data, Personal Information, and documents.
- 5.8.7. Personnel working on any of the described tasks may, at the Department's request, be required to go through background screening checks.
- 5.8.8. The Service Provider shall generally, substantially, and in good faith follow the Department's security guidelines and guidance.
- 5.8.9. In situations where there are no procedural guides, the Service Provider shall use generally accepted industry best practices for IT security, unless otherwise directed by the Department.
- 5.8.10. The Service Provider shall limit disclosure of, or access to, Data and Personal Information to its employees who have legitimate business needs to know relating to this Agreement, and who have received proper training and instruction as to the requirements of this Agreement. The Service Provider will advise any individual to whom any of the Data and Personal Information

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is disclosed, or made accessible to, of the provisions of this Agreement dealing with the security and protection of the Data and Personal Information.

- 5.8.11. The Service Provider accepts full liability for any breaches of this Agreement by any of its employees or agents as if the employees or agents were directly bound by this Agreement and the Service Provider had guaranteed their obligations hereunder.

5.9. **Sub-Contractors' Access to Data and Personal Information**

- 5.9.1. The Service Provider may make the Data and Personal Information available to its sub-contractors without prior written consent solely for the purpose of fulfilling its obligations under this Agreement, and only if:

- 5.9.1.1. the sub-contractor is located in the Republic of South Africa; and
- 5.9.1.2. the Service Provider enters into a written agreement with such sub-contractor pursuant to which the sub-contractor agrees with the Service Provider to comply with at least the same level of obligations with respect to the processing of the Data and Personal Information as the Service Provider has agreed upon in this Agreement.

- 5.9.2. The Service Provider acknowledges that if it chooses to use sub-contractors to fulfil its obligations under this Agreement, it will remain responsible towards the Department and the Data Subjects which the Data and Personal Information relates to for any breaches of this Agreement caused by actions or omissions of the sub-contractors.

5.10. **Incident Processing and Breach Responses**

- 5.10.1. The Service Provider will maintain sufficient procedures to detect and respond to any destruction, loss, theft or unauthorised alteration, access, disclosure, erasure, copying, use or manipulation, or attempt thereof, or other security breaches involving the Data or Personal Information.
- 5.10.2. The Service Provider will, promptly after it becomes aware of an event described above, notify the Department of such event. The corresponding notice shall include full details of the destruction, loss, theft or unauthorised possession, disclosure, use, alteration, theft, manipulation, or attempt thereof. If full details are not known, the Service Provider will disclose to the Department the information as it has and keep the Department informed on a timely basis of facts as they are ascertained.

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- 5.10.3 The Service Provider shall provide all assistance reasonably requested by the Department to assist the Department in investigating or preventing the recurrence of any destruction, loss, theft or unauthorised alteration, access, disclosure, erasure, copying, use or manipulation, or attempt thereof, of the Data or Personal Information.
- 5.10.4. The Service Provider will use its best effort to cooperate with the Department to take corrective action in connection with any destruction, loss, theft or unauthorised alteration, access, disclosure, erasure, copying, use or manipulation, or attempt thereof, or other security breaches, and in any litigation and investigation against third parties deemed necessary by the Department to protect the Data or Personal Information.
- 5.10.5. The Service Provider will use all reasonable efforts to prevent a recurrence of any such destruction, loss, theft or unauthorised possession, disclosure, use, alteration, theft, manipulation, or attempt thereof, of the Data or Personal Information and shall, upon request, advise the Department of such effort.

6. DUTIES OF THE DEPARTMENT

- 6.1. The Department hereby entrusts all such powers and duties to the Service Provider as are required to enable the Service Provider to lawfully perform its duties effectively and competently in terms of this Agreement.
- 6.2. The Department shall convene meetings with the Service Provider in order to discuss, inter alia, the Service Provider's progress in rendering the Services, or any aspect related to the Services.
- 6.3. The Department shall provide the Service Provider with timely access to information reasonably required by the Service Provider to perform its duties under this Agreement. Failure or delay by the Service Provider to provide such information as a result of the Department not complying with this duty will not result in a breach.

7. DUTIES OF THE SERVICE PROVIDER

- 7.1. The Service Provider shall perform the Services according to best practices and with the requisite skills, expertise, and knowledge.
- 7.2. The Service Provider shall ensure that all Services conform to all the Specifications and its annexures and render the Services strictly in accordance with the Specifications (annexure B).
- 7.3. The Service Provider must ensure that the Department has access to the historical data and transactions that are in draft form on the system when this Agreement is terminated.
- 7.4. The provision of the Services by the Service Provider is, where required, subject to the consent of the person whose information is gathered. It is the responsibility of the Service Provider to obtain the necessary written consent of such persons, to authenticate such consent and to inform the person of

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the meaning of the consent. The Service Provider must retain the original consent and provide same to the Department if requested.

- 7.5. The Service Provider must ensure that it keeps and maintains accurate records of all Services which are rendered by it and that it retains all Personal Information, Data or databases for the contract period and that thereafter all such information is disposed of in compliance with all regulatory requirements including, but not limited to, those set out in the Protection of Personal Information Act 4 of 2013 and in the attached Protection of Personal Information and Related Aspects Addendum (annexure C).
- 7.6. The Service Provider must provide the Department with progress reports as and when required by the Department in addition to any reporting functions provided for within this Agreement.
- 7.7. The Services shall be rendered in a professional and impartial manner. The reporting requirements and levels of Service to be rendered by the Service Provider must be in accordance with the Specifications (annexure B).
- 7.8. The Service Provider confirms that it is aware of and agrees to the penalty provisions as provided for in clause 22 of the GCC.
- 7.9. The Service Provider must make available all data to enable the migration of it from its system to that of any new service provider at no additional costs when this Agreement is terminated.
- 7.10. The Service Provider shall provide the Department with progress reports at every fortnightly meeting as convened by the Department.
- 7.11. The Service Provider agrees to attend all meetings when so requested by the Department. The Department shall attend to the meeting agenda, keep minutes, and action lists in respect of all such meetings and shall make such documents available to the Service Provider.

8. INVOICING AND PAYMENTS

- 8.1. The Department shall only pay the Service Provider for Services rendered and strictly in accordance with the amounts and against the deliverables as set out in the Pricing Schedule attached and marked **Annexure E**. The all-inclusive maximum amount payable in terms of this Agreement is XXXXXX (XXXXXXX) which amount is inclusive of value added tax at a rate of 15%.
- 8.2. The Department shall pay the Service Provider within 30 (thirty) Calendar Days of receipt of a detailed tax invoice, subject to the provisions stated in this clause 8. Tax invoices may be sent to the Department via e-mail to an official so nominated by the Department.
- 8.3. The following details must be reflected on tax invoices forwarded to the Department –
 - 8.3.1. the bid/contract number;

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- 8.3.2. the total amount payable with reference to the Services that have been rendered during a particular Calendar Month;
 - 8.3.3. the invoice number;
 - 8.3.4. order number as received from the Department;
 - 8.3.5. the amount of value added tax payable; and
 - 8.3.6. a short description of the Services rendered in respect of the amount claimed in such invoice, including the dates on which the Services were rendered.
- 8.4. The Department will verify the correctness of a tax invoice and notify the Service Provider of any possible discrepancies within 10 (ten) Business Days of receipt of the tax invoice. Provided that the tax invoice is correct, and the Services have been rendered to the satisfaction of the Department, the amount due shall be payable within 30 (thirty) Calendar Days from receipt of the tax invoice.
- 8.5. If the Department identifies any material discrepancies, the tax invoice will be referred back to the Service Provider, and the amount due will be payable within 30 (thirty) Calendar Days from receipt of the corrected tax invoice.
- 8.6. Payments by the Department to the Service Provider shall be made by electronic funds transfer into a bank account in South Africa, as nominated in writing by the Service Provider.

9. INDEPENDENT CONTRACTOR

- 9.1. The Service Provider, in rendering the Services hereunder, is acting as an independent contractor. Neither Party is an agent of the other, nor has any authority to represent the other in any matters, except as expressly authorised in this Agreement.
- 9.2. Nothing contained in this Agreement shall be construed as creating a company, close corporation, joint venture, partnership, or association of any kind, between the Parties; nor is anything contained in this Agreement to be construed as creating or requiring any continuing relationship or commitment of a Party's or its affiliates with regard to the other Party and its affiliates other than as specifically set out herein.
- 9.3. Unless expressly authorised by this Agreement, neither of the Parties (nor their respective agents) shall have the authority or right, nor shall any Party hold itself out as having the authority or right, to assume, create or undertake any obligation of any kind whatsoever, express, or implied, on behalf of or in the name of the other Party.
- 9.4. Nothing in this Agreement shall be construed as creating an exclusive arrangement between the Parties.

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- 9.5. The Parties undertake to co-operate with each other in the utmost good faith in all respects to give effect to the intent and import of this Agreement.

10. ENTIRE AGREEMENT AND ASSIGNMENT

- 10.1. This Agreement replaces any other previous verbal or written agreement between the Parties.
- 10.2. This Agreement constitutes the entire agreement between the Parties and no amendment, alteration, addition or variation of any right, term or condition of this Agreement will be of any force or effect unless reduced to writing and signed by the Parties to this Agreement.
- 10.3. The Parties agree that there are no conditions, variations, or representations, whether oral or written and whether expressed or implied or otherwise, other than those contained in this Agreement.
- 10.4. Notwithstanding any provision to the contrary in the Agreement, the primary responsibility for supplying the Services vests with the Service Provider and it may not subcontract, assign, cede, delegate or transfer, in whole or in part, any of its obligations to perform under this Agreement to any other person, without the prior written consent of the Department.

11. WAIVER

- 11.1. No waiver of any of the terms and conditions of this Agreement shall be binding unless expressed in writing and signed by the Party giving the same, and any such waiver shall be affected only in the specific instance and for the purpose given.
- 11.2. No failure or delay on the part of either Party in exercising any right, power or privilege precludes any other or further exercising thereof or the exercising of any other right, power, or privilege.
- 11.3. No indulgence, leniency, or extension of time which any Party ("the Grantor") may grant or show the other Party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of this Agreement.

12. SEVERABILITY

If any of the terms of this Agreement are found to be invalid, unlawful, or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

13. INTELLECTUAL PROPERTY

- 13.1. Nothing contained in this Agreement shall be construed to confer or be deemed to confer on either Party the Intellectual Property Rights of the other Party.

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- 13.2. Notwithstanding anything to the contrary contained herein, all right, title, and interest worldwide, including all Intellectual Property Rights, relating to any item of Intellectual Property developed pursuant to or in connection with any component of the Services that is unique and exclusive to the Department (including, in particular, any documentation) shall vest exclusively in the Department.
- 13.3. The Service Provider shall not publish its rendering of the Services for marketing and advertising purposes without the prior written consent of the Department.
- 13.4. This clause shall survive termination of this Agreement.

14. BREACH

- 14.1. Should a Party breach any of the terms and conditions of this Agreement and remain in such breach for 7 (seven) Calendar Days after receipt of a written notice calling upon it to remedy such breach, then the Party who served such notice shall be entitled, in addition to any remedy which it may have in law, to claim specific performance or to cancel this Agreement by delivering a written notice to that effect to the Party, in either case, coupled with a claim for damages if applicable.
- 14.2. In the case where the Service Provider remains in breach despite the notice as contemplated in clause 14.1, the Department may impose penalties as contemplated by clause 7.8 above or claim damages in lieu of penalties.
- 14.3. Notwithstanding the provisions of clauses 14.1 and 14.2, the Department may elect to appoint a third party without notice to render all or part of the Services at the Service Provider's expense, if the Service Provider fails to render any part of the Services for a period of more than 7 (seven) Business Days.
- 14.4. Any penalties which are imposed in terms of this Agreement do not detract from the Department's right to cancel this Agreement in the event of the Service Provider's breach thereof.

15. SETTLEMENT OF DISPUTES

- 15.1. Without detracting from a party's right to institute action or motion proceedings in the High Court or other Court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this Agreement, the parties may, by mutual consent, follow the mediation and/or arbitration procedure as set out in clauses 15.2 and 15.3.

15.2. Mediation

- 15.2.1. Subject to the provisions of clause 15.1, any dispute arising out of or in connection with this agreement may be referred by the parties without legal representation to a Mediator.
- 15.2.2. The dispute shall be heard by the Mediator at a place and time to be determined by him or her in consultation with the parties.

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- 15.2.3. The Mediator shall be selected by agreement between the parties.
- 15.2.4. If an agreement cannot be reached upon a particular Mediator within 3 (three) Business Days after the Parties have agreed to refer the matter to mediation, then the Western Cape Provincial Director of the Legal Practice Council shall nominate the Mediator within 7 (seven) Business Days after the Parties have failed to agree.
- 15.2.5. The Mediator shall at his or her sole discretion determine whether the reference to him or her shall be made in the form of written or verbal representations, provided that in making this determination he or she shall consult with the Parties and may be guided by their common reasonable desire of the form in which the said representations are to be made.
- 15.2.6. The Parties shall have 7 (seven) Business Days within which to finalise their representations. The Mediator shall within 7 (seven) Business Days of the receipt of the representations express in writing an opinion on the matter and furnish the Parties each with a copy thereof by hand or by registered post.
- 15.2.7. The opinion so expressed by the Mediator shall be final and binding upon the Parties unless a Party is unwilling to accept the opinion expressed by the Mediator. In such event, the aggrieved Party may institute legal proceedings in a court of competent jurisdiction, unless the Parties agree to refer the dispute to arbitration in accordance with clause 15.3. The expressed opinion of the Mediator shall not prejudice the rights of either Party in any manner whatsoever in the event of legal proceedings or arbitration, as the case may be.
- 15.2.8. The cost of mediation shall be determined by the Mediator.
- 15.2.9. Liability for such cost shall be apportioned by the Mediator and shall be due and payable to the Mediator on presentation of his or her written account.

15.3. **Arbitration**

- 15.3.1. Subject to the provisions of clause 15.1, the Parties may agree to refer any dispute arising out of or in connection with this Agreement, to arbitration.
- 15.3.2. Arbitration shall be held in Cape Town informally and otherwise in accordance with the provisions of the Arbitration Act 42 of 1965, it being intended that, if possible, it shall be held and concluded within 10 (ten) Business Days.
- 15.3.3. Save as otherwise specifically provided herein, the Arbitrator shall be if the matter in dispute is –
 - a) primarily a legal matter, a practising Senior Advocate of the Cape Bar;
 - b) any other matter, an independent and suitably qualified person as may be agreed upon between the Parties to the dispute.

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15.3.4. If agreement cannot be reached on whether the question in dispute falls under 15.3.3(a) or 15.3.3(b) and/or upon a particular Arbitrator within 3 (three) Business Days after the Parties have agreed to refer the dispute to arbitration, then the Chairperson for the time being of the Cape Bar Council shall –

- a) determine whether the question in dispute falls under 15.3.3(a) or 15.3.3(b); and/or
- b) nominate the Arbitrator within 7 (seven) Business Days after the Parties have failed to agree.

15.3.5. The Arbitrator shall give his or her decision within 5 (five) Business Days after the completion of the arbitration. The Arbitrator may determine that the costs of the arbitration are to be paid either by one or the other or by both of the Parties.

15.3.6. The decision of the Arbitrator shall be final and binding and may be made an order of the Western Cape High Court, Cape Town, upon the application by any Party to the arbitration.

15.4. Notwithstanding the provisions contained in clause 27 of the GCC, disputes between the Parties shall be governed exclusively by, and settled in terms of, clauses 15.1 to 15.3 of this Agreement.

16. CONFIDENTIALITY

16.1. The Service Provider shall not, during the currency of this Agreement, or at any time thereafter, utilise or cause to be utilised, and/or directly or indirectly publish or cause to be published or otherwise disclose or cause to be disclosed to any third party, any of the Confidential Information (as defined below), information of the Department or of any government in any other sphere, or any government institution or organ of state, without the Department's prior written consent.

16.2. For purposes of this Agreement "Confidential Information" shall mean –

16.2.1. any information disclosed, revealed or exchanged which pertains to, but is not limited to, Personal Information, Data, all intellectual property rights, all trade secrets, all agreements (whether in writing or not) which exist at the time of revealing the content to the Service Provider, the content of all future agreements which may be entered into with any other party, all knowledge obtained by way of research and development, irrespective of whether the aforementioned information that is revealed is applicable to technical, operational or financial aspects of the Department, government in any other sphere, or any other government institution or organ of state;

16.2.2. any information of whatever nature, which has or may be obtained by the Service Provider, whether in writing or in electronic form or pursuant to discussions between the Parties, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, scientific, clinical, personal, business or financial data or information, know-how formulae, processes, designs, sketches, photographs, plans, drawings,

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specifications, sample reports, models, studies, findings, computer software, inventions or ideas;

16.2.3. analyses, concepts, compilations, studies, and other material prepared by or in possession or control of the Service Provider which contain or otherwise reflect or are generated from any such information as is specified in this definition;

16.2.4. all information which a third party has in terms of any agreement made available to the Department and which has become known to the Service Provider in the course of discharging the duties required in relation to the Services; and

16.2.5. any dispute between the Parties resulting from this Agreement.

16.3. The Service Provider shall -

16.3.1. use the Confidential Information only for purposes of discharging its duties required by the Agreement;

16.3.2. treat and safeguard the Confidential Information as private and confidential; and

16.3.3. ensure proper and secure storage of all Confidential Information.

16.4. Any documents or records (including written instructions, notes or memoranda) relating to the Services which are to be provided to the Service Provider or which come into the Service Provider's possession during the currency of this Agreement, are deemed to be the property of the Department and shall be surrendered to the Department on demand, and in the event of the expiry or termination of this Agreement, the Service Provider may not retain any copies thereof or extracts therefrom or use it in any manner whatsoever without obtaining the prior written permission of the Department.

16.5. The Service Provider undertakes to comply with applicable laws and regulation on the protection of Personal Information which it may have access to executing its obligations. To this end the Service Provider will implement technical and organisational measures to address risks of alteration, loss and unauthorised access or processing of such Personal Information and as set out further in this Agreement (see clause 17 below and Annexure C).

16.6. Upon termination of this Agreement for whatever reasons, and notwithstanding any other provision contained in this Agreement, the Service Provider will at its cost, destroy and delete all Confidential Information (as defined in clause 16.2 above) on its or any other servers (or in any other format it may be stored) and return to the Department any copies thereof, unless: (a) the Service Provider is authorised by the Department in writing to keep such information for specific purposes and under specified conditions; or (b) the Service Provider is prevented from doing so, for instance by law, in which event such information must be kept confidential and will not be processed for any purpose other than those necessary to comply with legal obligations and thereafter the Service Provider shall ensure that such information is deleted. If the Service Provider fails to comply with its obligation to destroy and delete all such information, as stated above, the Department (or its service provider) will

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have the right to have access to such the Confidential Information (kept on servers or otherwise) and delete all such information and this will be done on the cost of the Service Provider.

16.7. This clause shall survive termination of this Agreement.

17. PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013

17.1. The Parties acknowledge that the provision of the Services as stipulated in this Agreement includes and requires the processing of Personal Information by the Service Provider.

17.2. As per section 21(1) of the Protection of Personal Information Act 4 of 2013, it is required that the Parties conclude an addendum to this Agreement, to ensure that the Service Provider establishes and maintains the appropriate security measures for the purpose of safeguarding the integrity and confidentiality of such Personal Information.

17.3. The Parties thus accept and agree to the provisions of the Protection of Personal Information and Related Aspects Addendum attached to this Agreement marked **Annexure C**.

17.4. This clause shall survive the termination of this Agreement.

18. WARRANTY

18.1. The Service Provider warrants to the Department that it will render the Services in accordance with this Agreement, that it has the requisite skills and expertise to do so and will, at its own cost, remedy any failures or unsatisfactory performance.

18.2. This warranty may not be delegated or transferred without prior written consent of the Department.

19. INDEMNITY

19.1. The Service Provider specifically indemnifies the Department against all and any claims, including claims for consequential damages, which might arise from personal injury, death, loss or damage to property or person, or any other claim of whatsoever nature, arising from negligence, gross negligence or any other cause howsoever, which any person may have or institute against the Department and where the cause of such claim can be directly or indirectly attributed to the rendering of the Services by the Service Provider and/or any subcontractor appointed by the Service Provider.

19.2. This clause shall survive the termination of this Agreement.

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20. NOTICES AND DOMICILIUM

20.1. The Parties choose as their respective *domicilium citandi et executandi* for the purposes of legal proceedings and notices issued in terms of this Agreement the following addresses –

20.1.1. The Department:

1 Dorp Street
Cape Town
8001

E-mail: XXXXXXX@westerncape.gov.za; XXXXXXXXXX@westerncape.gov.za.

20.1.2. The Service Provider:

XXXXXXX

E-mail: XXXXXXX

20.2. All notices referred to in clause 20.1 above that are to be given in terms of this Agreement shall be given in writing and be delivered by hand or sent by prepaid registered post to the Party's chosen *domicilium citandi et executandi*.

20.3. If delivered by hand, a notice shall be presumed to have been received on the date of delivery, or, if sent by prepaid registered post, be presumed to have been received 7 (seven) Business Days after the date of posting.

20.4. A written notice or communication actually received by a Party (shall be deemed to be adequate notice notwithstanding that it was not delivered or sent to its chosen *domicilium* address. If transmitted by electronic mail message be deemed to have been received by the addressee on the expiration of 24 (twenty-four) hours after transmission.

21. SUB-CONTRACTS

21.1. The Service Provider may only subcontract any part of the Services with the prior written consent of the Department and in compliance with the Preferential Procurement Policy Framework Act 5 of 2000.

21.2. The Service Provider shall not be relieved of any obligation, responsibility, or liability under this Agreement by the appointment of any subcontractors to carry out any part of the Services.

21.3. The Department acknowledges and hereby consents to the Service Provider engaging with the subcontractors listed in the Service Provider's bid response and for the purpose as described in the bid response.

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- 21.4. The Service Provider shall be directly responsible for the payment, performance, acts, defaults, omissions, breaches, and negligence of all sub-contractors.
- 21.5. All references in this Agreement to any performance, payment, act, default, omission, breach, or negligence of the Service Provider shall be deemed to include any of the same by a sub-contractor.

22. FORCE MAJEURE

- 22.1. Neither of the Parties shall be liable for a failure to perform any of its obligations insofar as it proves –
- 22.1.1. that the failure was due to an impediment beyond its control;
- 22.1.2. that it could not reasonably be expected to have taken the impediment and its effects upon the Party's ability to perform into account at the time of the conclusion of this Agreement; and
- 22.1.3. that it could not reasonably have avoided or overcome the impediment or its effects.
- 22.2. An impediment, as aforesaid, may result from events such as the following (this list is not exhaustive) –
- 22.2.1. war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage.
- 22.2.2. natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning.
- 22.2.3. explosions, fires, destruction of machines, of factories and of any kind of installations.
- 22.2.4. acts of authority, whether lawful or unlawful, part from acts from which the party seeking relief has assumed the risk by virtue of any other provisions of this Agreement.
- 22.3. Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the Party seeking relief gives notice of the impediment relied upon and shall terminate upon the date upon which such impediment ceases to exist; provided that if such impediment continues for a period of more than 60 (sixty) Business Days, either of the Parties shall be entitled to terminate this Agreement.

SIGNED ON BEHALF OF THE **DEPARTMENT** AT _____ ON THIS THE
_____ DAY OF _____ 2023

XXXXXX, duly authorised

IN THE PRESENCE OF THE UNDERSIGNED WITNESS

Witness signature

Witness name

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SIGNED ON BEHALF OF THE **SERVICE PROVIDER** AT _____ ON THIS THE
_____ DAY OF _____ 2023

IN THE PRESENCE OF THE UNDERSIGNED WITNESS

XXXXXXX, duly authorised

Witness signature

Witness name

Contractor to initial.....

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ANNEXURE B: HOUSING MARKET STUDIES FOR SELECTED LARGER TOWNS IN THE WESTERN CAPE: STUDY AREAS

Attached as separate document.