

BID

Bid No: SCMU7-23/24-0001.

Bid Description	TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP CEDARVILLE - MALUTI MASTER PLAN & QACHA'S NEK PRECINCT PLAN TO MEET THE REQUIREMENT OF THE PROVINCIAL SMALL-TOWN DEVELOPMENT FRAMEWORK.	
Contact Persons/s:		
Technicalities on Terms of Reference	Name: Email.	Luthando.plaatjie@eccogta.gov.za & sobantu.ndyoko@eccogta.gov.za
Bid Procedures:	Name: Email.	Miss B. Aplom / Mr T. Nchukana busisiwe.aplom@eccogta.gov.za / thembani.nchukana@eccogta.gov.za
Non – Compulsory Hybrid Briefing Session:		19 September 2023 @ 12h00
Venue	Main Building	2nd Floor Boardroom
Bid Closing: Time & Date	Date and Time	03 October 2023 @ 11H00
	Conditions	<ol style="list-style-type: none"> Quotation must be returned in one sealed envelope and be clearly marked, with the above bid number, description and Department of Cooperative Govt and Trad. Affairs The SBD forms and all other forms relating to this bid must be completed and signed in the original black ink. Forms with photocopied signatures or other such reproduction may be rejected. Bids by telegraph, facsimile, electronically or other similar apparatus will not be acceptable for consideration. <p>NB. Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.</p>

TENDER / BID SUBMISSION CHECKLIST

The Bidder's authorised signatory is required to tick the checkbox after completion of the required activity and sign the document in the space provided at the bottom. A hardcopy of the checklist must be included in the Bidder's Tender response pack.

BIDDER NAME

BID NUMBER SCMU7-23/24-0001.

Have all the required bid documents (SBDs) as stipulated on the Specification been submitted?	<input type="checkbox"/>
Are the required certificates attached	<input type="checkbox"/>
Are the required securities attached where necessary / required?	<input type="checkbox"/>
Are the documents prepared in a prescribed format of "one envelope"	<input type="checkbox"/>
The price should include SBD1 & 3.3 - Pricing Schedule	<input type="checkbox"/>
Have all the documents been signed and witnessed where necessary?	<input type="checkbox"/>
Has the specified validity period in line with period required by the Specification?	<input type="checkbox"/>

This checklist has been prepared by:

Name:

Signature

(Authorised signatory of Bidder)

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPT OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

BID NUMBER: SCMU7-23/24-0001. CLOSING DATE: 03 October 2023 CLOSING TIME: 11H00

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP CEDARVILLE - MALUTI MASTER PLAN & QACHA'S NEK PRECINCT PLAN TO MEET THE REQUIREMENT OF THE PROVINCIAL SMALL-TOWN DEVELOPMENT FRAMEWORK.

DESCRIPTION

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS) Departmental Bid Box at the main entrance,
foyer.

Tyamzashe Building

Phalo Avenue

Bisho

5605

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN:

OR

CSD No:

B-BBEE STATUS LEVEL
VERIFICATION CERTIFICATE
(TICK APPLICABLE BOX)

Yes

B-BBEE STATUS
LEVEL SWEORN
AFFIDAVIT

Yes

No

IF YES, WHO WAS THE
CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS
CONTEMPLATED IN THE CLOSE
CORPORATION ACT (CCA) AND
NAME THE APPLICABLE IN THE
TICK BOX

- AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
- A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION
SYSTEM (SANAS)
- A REGISTERED AUDITOR
NAME:

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

ARE YOU THE ACCREDITED
REPRESENTATIVE IN SOUTH
AFRICA FOR THE GOODS
/SERVICES /WORKS OFFERED?

Yes

No

[IF YES ENCLOSURE PROOF]

ARE YOU A FOREIGN
BASED SUPPLIER FOR
THE GOODS
/SERVICES /WORKS
OFFERED?

Yes

No

[IF YES ANSWER PART B:3 BELOW]

SIGNATURE OF BIDDER

.....

DATE

CAPACITY UNDER WHICH THIS
BID IS SIGNED (Attach proof of
authority to sign this bid; e.g.
resolution of directors, etc.)

**TOTAL NUMBER OF ITEMS
OFFERED**

**TOTAL BID PRICE (ALL
INCLUSIVE)**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY

COGTA EC

CONTACT PERSON

Mr. L Plaatjie & Mr. S. Ndyoko

CONTACT PERSON

Themba Nchukana/ Busisiwe Aplom

TELEPHONE NUMBER

040 940 7353

TELEPHONE NUMBER

040 -940 7022/040 940 7033

FACSIMILE NUMBER

luthando.plaatjie@eccogta.gov.za

&

FACSIMILE NUMBER

040 609 5837

E-MAIL ADDRESS

Themba.nchukana@eccogta.gov.za

E-MAIL ADDRESS

Themba.nchukana@eccogta.gov.za

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORCIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

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

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: SCMU7-23/24-0001.

CLOSING TIME 11:00

CLOSING DATE: 03 October 2023

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

4. PERSON AND POSITION

HOURLY RATE DAILY RATE

-----	R-----	-----

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

-----	R-----	----- days

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

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

TOTAL: R.....

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

Name of Bidder:

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

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

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract?
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.

*YES/NO

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS
TYAMZASHE BUILDING
PHALO AVENUE
5605

SCM enquiries

Mr. T. Nchukana

040 940 7022

Email: thembani.nchukana@eccogta.gov.za

Or for technical information –

Mr. L. Plaatjie & Mr. S. Ndyoko

Email: luthando.plaatjie@eccogta.gov.za & sobantu.ndyoko@eccogta.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

SBD4

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

SBD4

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$80/20 \quad \text{or} \quad 90/10$$

$$PS = 80 \left(1 - \frac{Pt - P_{min}}{P_{max}} \right) \quad \text{or} \quad PS = 90 \left(1 - \frac{Pt - P_{min}}{P_{max}} \right)$$

Where

Ps ≡ Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$80/20 \quad \text{or} \quad 90/10$$

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Rs. = Points scored for price of tender under consideration.

Pt = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4 POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black		6		
Women		4		
Youth		4		
Disabled		3		
Military		3		
		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>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:</p> <ul style="list-style-type: none"> (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 <p>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.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or</p>

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

	may be due to him
25. Force Majeure	<p>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.</p> <p>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.</p>
26. Termination for insolvency	<p>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.</p>
27. Settlement of Disputes	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ul style="list-style-type: none"> (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	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <ul style="list-style-type: none"> (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.

Js General Conditions of Contract (revised July 2010)



Province of the
EASTERN CAPE
COOPERATIVE GOVERNANCE
& TRADITIONAL AFFAIRS

TERMS OF REFERENCE

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP CEDARVILLE - MALUTI MASTER PLAN & QACHA'S NEK PRECINCT PLAN TO MEET THE REQUIREMENT OF THE PROVINCIAL SMALL-TOWN REVITALISATION FRAMEWORK.

TENDER NUMBER: **SCMU7-23/24- 0001**

NAME OF BIDDER

CLOSING DATE: 03 October 2023

TIME: **11H00**

Tyamzashe Building
Phalo Avenue
Private Bag X0035
Bhisho
5605

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP CEDARVILLE - MALUTI MASTER PLAN AND QACHA'S NEK PRECINCT PLAN

1. PURPOSE

The purpose of these terms of reference is to invite a suitable and competent service provider to develop Cedarville - Maluti Master and Qacha's Nek Precinct Plans for the Eastern Cape Department of Cooperative Governance and Traditional Affairs (ECCOGTA).

2. BACKGROUND

The majority of small towns within the Eastern Cape Province were planned to benefit a few select citizens and later affected by disinvestment that emanated from the previous apartheid system. This disinvestment consequently resulted in old, overloaded, and collapsing infrastructure, which is becoming more constrained by in-migration within these small towns. Furthermore, these towns are characterised by skills deficit as well as low levels of economic development and inability to serve as catalysts for regional economic development.

COGTA developed a provincial small-town development framework in 2019 to address the development challenges faced by small towns through advocating for a concerted public sector led and private sector driven spatial transformation of small towns. The framework was approved by the Provincial Executive Council (EXCO) at the end of August 2020.

Matatiele Local Municipality is located in the Northern part of Eastern Cape Province. It joins Elundini Local Municipality (Southwest) and Greater Kokstad Local Municipality (East) as well as Umzimvubu Local Municipality (South) and Lesotho - Qacha's Nek (North). It has 3 towns; Matatiele, Cedarville and Maluti. Maluti is about 27 km away from Qacha's Nek along DR 08012 road. Qacha's Nek route should be linked to Maluti Master Plan Development due to its economic potential.

Some of the notable characters of Matatiele Local Municipality are:

- Steep mountainous terrain, valleys and open spaces (vacant land)
- Predominantly rural in nature
- Large tracts of agricultural land in rural areas that are under-utilised
- R56- a primary corridor
- Matatiele town- is a main commercial node

The municipality, through its Spatial Development Framework and Integrated Development Plan, identified the need for the development and review of local area plans for the two towns, namely, Maluti and Cedarville. Maluti and Cedarville Master and Precinct plans will therefore serve as a guide for public and private sector investments as well as coordination mechanisms for bulk infrastructure, energy and human settlements. The project is planned to commence on the 01 October 2023 and be finalised by 31 May 2024.

3. OBJECTIVES OF THE PRECINCT PLAN

Objectives of the project are as follows:

- To improve the current condition and image of the Cedarville and Maluti towns including Qacha's Nek hiking trail.
- To support service delivery through spatial reconfiguration and infrastructure investments.
- To lobby for blended funding options through fostering public private partnerships.
- To foster and promote partnerships for the enhancement of cooperative development initiatives.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP CEDARVILLE - MALUTI MASTER PLAN AND QACHA'S NEK PRECINCT PLAN

4. DEFINITIONS

PSP	Professional Service Provider
EC-COGTA	Eastern Cape - Department of Cooperative Governance and Traditional Affairs
Small Town	<p>Small towns are categorised in terms of their role to the region, namely Local Towns as well as Rural Service Centres. Local Towns are small settlements that have characteristics of rural settlement with small features of urban settlements, and they service the immediate town area.</p> <p>On the other hand, Rural Service Centres provide both commercial and government services to the population of the town as well as surrounding villages. It is an economic hub and provides livelihood for communities within the immediate villages as well as the residents of the town</p>
SLA	Service Level Agreement

5. LEGISLATIVE FRAMEWORK OF THE BID

5.1 Tax Legislation

- 5.1.1 The tax matters of the successful bidder must be in order, or satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 5.1.2 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 5.1.3 Bidders are required to be registered on the Central Supplier Database and the Department shall verify the bidder's tax compliance status through the Central Supplier Database.
- 5.1.4 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP CEDARVILLE - MALUTI MASTER PLAN AND QACHA'S NEK PRECINCT PLAN

5.2 Procurement Legislation

CoGTA has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and Preferential Procurement Regulations of 2022.

5.3 Local Economic Development Procurement Framework

In its procurement processes, CoGTA employs contents of the Framework of Local Economic Development (LED) in line with Paragraph 2 of the Eastern Cape Provincial Treasury Instruction Note No. 7 of 2016/17, with the purpose of ensuring maximum retention of Provincial fiscal spend. This is aligned to the purpose of the LED Framework which is to provide a platform for state institutions to promote LED through their procurement processes. In so doing ensuring that at least 60% of their procurement is spent on products produced and supplied by suppliers in the Eastern Cape Province including SMMEs/ Qualifying Small Enterprises (QSEs).

6. TIMELINE OF THE BID PROCESS

The period of validity is 120 days, from date of tender closure.

The project timeframes of this bid are set out below:

Activity	Due Date
Bid closing date	03 October 2023at 11:00
Non-compulsory Hybrid Briefing Session Date	19 September 2023at 10:00

A non-compulsory hybrid briefing session will be held at CoGTA Department, Tyamzashe Building, Phalo Avenue, Bhisho 2nd floor boardroom at 10H00 AM. Bidders who are going to attend online must send emails to the SCM officials listed below to get the link for the session.

All dates and times in this bid are South African standard time.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP CEDARVILLE - MALUTI MASTER PLAN AND QACHA'S NEK PRECINCT PLAN

7. CONTACT AND COMMUNICATION

- 7.1 Please refer all SCM enquiries to Ms B. Aplom 040 9407033; busisiwe.aplom@ecoga.za; and Mr. T. Nchukana at 040 940 7022; thembani.nchukana@ecoga.za during normal office hours viz. 08:00 – 16:30 Mondays to Fridays. Bidder(s) must reduce all enquiries in writing and send to the above email addresses.
- 7.2 All technical enquiries to Mr L. Plaatje at Luthando.plaatje@ecoga.za and or Mr S Ndyoko at sobantu.ndyoko@ecoga.za during normal office hours viz. 08:00 – 16:30 Mondays to Fridays. Bidder(s) must reduce all enquiries in writing to the above email addresses.
- 7.3 Any communication by the Bidder(s) with an official or a person acting in an advisory capacity for CoGTA in respect of this tender is not allowed between the closing date and the award of the bid.
- 7.4 Whilst all due care has been taken in connection with the preparation of this bid, CoGTA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. CoGTA, its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 7.5 If Bidder(s) finds, or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by CoGTA (other than minor clerical matters), the Bidder(s) must promptly notify CoGTA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford CoGTA an opportunity to consider what corrective action is necessary (if any).
- 7.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by CoGTA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 7.7 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

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8. LATE BIDS

Bids submitted after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

9. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

10. FRONTING

- 10.1 Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 10.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies CoGTA may have against the Bidder / contractor concerned.

11. SUPPLIER DUE DILIGENCE

CoGTA reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

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12. SUBMISSION OF PROPOSALS

- 12.1 Proposals must be placed in the tender box situated at the Department's main entrance foyer at Tyamzashe Building, Phalo Avenue, Bisho OR couriered to the aforesaid address not later than 03 October 2023 Bidders will have access to the tender opening register. **No emailed documents will be accepted.**
- 12.2 Completed bid documents must be submitted in a sealed envelope (one envelope), clearly marked:

"APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CEDARVILLE - MALUTI MASTER PLAN & QACHA'S NEK PRECINCT PLAN TO MEET THE REQUIREMENT OF THE PROVINCIAL SMALL-TOWN REVITALISATION FRAMEWORK.", TENDER NUMBER" AND "THE BIDDER'S NAME"

- 12.3 Bid documents will only be considered if received by CoGTA on or before the closing date and time, regardless of the method used to send or deliver such documents to CoGTA.
- 12.4 It is the responsibility of the bidder to ensure that the bid document reaches the Department on or before the closing date and time.
- 12.5 Bidders are requested to initial each page of the tender document.

13. DURATION OF THE BID

The successful bidder will be appointed for a period of eight (8) months.

14. SCOPE OF WORK

The appointed service provider will compile the master and precinct plans that will include the following:

- 14.1 Development of Cedarville - Maluti Masterplan and Qacha's Nek precinct plan to guide spatial development, economic as well as infrastructure investments.
- 14.2 Identify points of attraction within the towns.
- 14.3 Identify Infrastructure requirements to develop the points of attraction in line with the precinct design toolkit from National Treasury.
- 14.4 Develop a GIS to map the town as well as points of attractions.
- 14.5 Make a 3D design reflecting the futuristic impression of the towns.
- 14.6 Identify points of attraction for future development.

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14.7 Design the Cedarville - Maluti Masterplan in line with Precinct Design Toolkit from National Treasury.

14.8 Develop a project plan for the development of the master plan.

14.9 Develop a bankable business plan for the Cedarville - Maluti Masterplan with Qacha's Nek precinct.

14.10 **Consultations:** Undertake site analysis and stakeholder consultations for the development of the plans.

14.10.1. A minimum of five (5) stakeholder engagement sessions wherein municipal, sector departments, community and private sector representatives will be engaged.

14.10.2. Provide a list of consulted stakeholders and issues raised.

14.10.3. Prepare minutes of all meetings.

14.10.4. Develop ToR for Project Steering Committee.

15. METHODOLOGY AND PAYMENT MILESTONES

A detailed step-by-step methodology and a project plan relevant to the assignment with clear timeframes and costed deliverables must be included in the proposal as follows: -

NR	MILESTONE/DELIVERABLE	CONTENT	PAYMENT MILESTONE IN PERCENTAGE	DURATION PER MILESTONE
1	Inception Report	<ul style="list-style-type: none"> • Confirmation of the Professional Service Provider (PSP) multidisciplinary teams. • PSP strategic Approach and methodology for the programme. • Workplan with Cashflows, Milestones, Key tasks, Timelines, costs and Invoice Schedule. • Programme Management Structure. • Stakeholder engagement plan and approach (identification and segmentation, including: Strategic approach and multidimensional engagement from <i>investment concept development</i> to <i>Final investment design stage</i>. 	3%	2 Weeks

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NR	MILESTONE/ DELIVERABLE	CONTENT	PAYMENT MILESTONE IN PERCENTAGE	DURATION PER MILESTON E.
		<p><i>Note that the service providers will be required to confirm the following actions within the inception report:</i></p> <ul style="list-style-type: none"> • Preparation of action minutes of all meetings • Develop ToR for Project Steering Committee. 		
2	<p>Cedarville – Maluti master plan with GIS, 3D designs and project plan.</p>	<ul style="list-style-type: none"> • Confirmation of study area. • Development of the town profile(enablers and inhibitions) that includes the following: <ul style="list-style-type: none"> ▪ The regional and local context, ▪ Land legal status (eg. Land availability, use, zoning, leases, ownership etc), ▪ Environmental considerations, ▪ Bulk services capacity and or constraints, ▪ Transport and roads considerations (public and private), ▪ Housing options and plans for the area, ▪ Pedestrian access and movement, ▪ Non-motorised transport mobility. ▪ Economic opportunities and informal trading. ▪ Unemployment, SMMEs (existing and possible opportunities) <p>Community profile through a thorough stakeholder engagement process - which is based on the following:</p> <ul style="list-style-type: none"> ▪ Community demographics 	45%	3 months

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NR	MILESTONE/ DELIVERABLE	CONTENT	PAYMENT MILESTONE IN PERCENTAGE	DURATION PER MILESTON E.
		<ul style="list-style-type: none"> ▪ Community needs/concerns ▪ Social facilities ▪ Identify other public and private organisations working/offering services within the investment area. ▪ Safety concerns ▪ SWOT analysis of investment area(consolidation of all above matters/issues) ▪ Status of infrastructure (operation and maintainance) • Development of the <i>draft Master plan</i> with GIS and 3D designs. • Stakeholder Engagement on the draft master plan. • Project Plan. 		
3.	Qacha's Nek Precinct plan.	<ul style="list-style-type: none"> • Sub precinct definition and prioritisation • Propose a list of other precinct interventions. • Identify infrastructure requirements. • Draft Precinct Plan. • Stakeholder engagement on the draft precinct plan. 	30%	3 months
4	Business for the precinct plan	<p>Draft Business Plan</p> <ul style="list-style-type: none"> • Project description. • Market Analysis and Plan. • Financial projections. • Funding requirements • Potential funders. • Proposed implementation plan 	15%	1 month
5	Development of a close out report	<ul style="list-style-type: none"> • Develop a Close out report for the project. • Hand Over the required project documents. 	7%	2 Weeks
Total			100%	8 months

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16. PROJECT DELIVERABLE

The service provider must submit the following documents:

- 16.1 Project inception report.
- 16.2 Cedarville - Maluti master plan with GIS, 3D designs and project plan.
- 16.3 Qacha's Nek Precinct plan entailing the interventions required for economic optimisation of the trail.
- 16.4 Business plan for mobilising funding for the development of the targeted precinct.

NB: The documents must be submitted in soft and five (5) hard copies as well as one (1) digital fly through video for the precinct model with a voice – over.

17. PROJECT PAYMENT

The service provider should indicate in the financial proposal their project payment plan in line with the above payment milestones.

18. KEY COMPETENCIES AND MINIMUM REQUIREMENTS OF PROJECT MANAGEMENT TEAM

- Service providers must provide at least proof of three (3) verifiable reference letters from satisfied previous clients that have been serviced with similar projects/contracts, in a client's letter head with contactable fixed line telephone /contact numbers and a contact person confirming within the past five (5) years.
- Furthermore, the key human resources of the Project Management Team must consist of the following persons (which will form the basis of the functionality evaluation). The team must be capable of undertaking a project of this nature and experience should be clearly outlined in their CV's.

ITEM NO	Description of Resource in the Project Team	Number of Resources	Minimum Qualifications and experience
1.	Professional Planner.	1	<p>A three (3) or four (4) year degree in Town and Regional Planning from a recognised tertiary institution and current registration with a professional body recognised in the Republic of South Africa e.g., South African Council for Planners (SACPLAN).</p> <p>At least 5 years' experience in spatial planning.</p> <p>Proven track record in conducting a similar project.</p>

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ITEM NO	Description of Resource in the Project Team	Number of Resources	Minimum Qualifications and experience
2.	Urban Designer	1	<p>A post graduate degree on Urban Design from a recognised tertiary institution and current registration with a recognised professional body in the Republic of South Africa e.g., Urban Design Institute of South Africa (UDISA).</p> <p>At least 5 years' experience in urban design.</p> <p>Proven track record in conducting a similar project.</p>
3.	Civil Engineer	1	<p>A three (3) or four (4) year degree in Civil Engineering from a recognised tertiary institution and current registration with a professional body recognised in the Republic of South Africa e.g., Engineering Council of South Africa (ECSA).</p> <p>At least 5 years' experience in civil engineering</p> <p>Proven track record in conducting a similar project.</p>
4.	Architect	1	<p>A three (3) or Four (4) year degree in Architecture from a recognised tertiary institution and a current registration with a professional body recognised in the Republic of South Africa e.g., South African Council for the Architectural Profession (SACAP)</p> <p>At least 5 years' experience in architecture.</p> <p>Proven track record in conducting a similar project.</p>
5.	Geographic Information Systems (GIS) Specialist.	1	<p>A three (3) or Four (4) year degree in Geographic Information Systems (GIS) from a recognised tertiary institution and a current registration with a professional body recognised in the Republic of South Africa e.g., South African Geomatics.</p> <p>At least 5 years' experience in GIS mapping.</p> <p>Proven track record in conducting a similar project.</p>

- All proposals must include detailed Curriculum Vitae (CVs), certified copies of qualifications as well as proof of professional registration for the proposed team members who will undertake the project.

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- Provide a proof of financial viability in the form of any of the following:
 - ✓ An overdraft facility with a minimum of R100 000 available.
 - ✓ Audited financial statements for those service providers that are compelled to have audited financial statements in terms of the companies act. In a case where the submitted financial statements are not audited (not compelled). The following information must be submitted for verification of the Public Interest Score Factors:
 - The average number of employees of the company during the financial year;
 - The total third-party liability of the company, at the financial year end (Full amount);
 - Total turnover during the financial year (Full amount);
 - Total number of individuals with a direct or indirect beneficial interest in the company e.g. Shareholders:
 - ✓ An agreement confirming financial support from an accredited financial institution (guaranteed funding).
 - ✓ Stamped Bank statement of at least 6 months confirming available funds of R100 000.

NB: Failure to comply with the above requirements will lead to the bid being regarded as non-responsive and will not be considered.

19. SUPPORT, MONITORING AND REPORTING

- 19.1 The successful bidder will report directly to the Director Urban and Small-Town Development who is the designated contact officer (Project Manager) of the Department of Cooperative Governance & Traditional Affairs.
- 19.2 A Project Management Steering Committee (PMSC) chaired by Director Urban and Small-Town Development will be appointed to manage the contract on a monthly basis.
- 19.3 At the end of the contract the service provider must submit a final close out report. The report must be authenticated by the Project Management Steering Committee detailing how performance issues were resolved if there was non-satisfactory performance as well outlining successful execution of the project.

20. EVALUATION AND SELECTION CRITERIA

CoGTA has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

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Administrative Requirements (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and Preference Point (Gate 2)
Bidders must submit all documents as outlined in paragraph 20.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 2	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met the threshold of 70 points.

20.1 Gate 0: Administrative Requirements

Without limiting the generality of CoGTA's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal will be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification.

DOCUMENT THAT MUST BE SUBMITTED	NON-SUBMISSION WILL RESULT IN DISQUALIFICATION	
	YES / NO	REQUIRED EVIDENCE
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Tax Status	YES	i. Proof of Registration on the Central Supplier Database ii. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.
Pricing Schedule (SBD 3.3)	YES	Submit full details of the pricing proposal.
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	YES	Complete and sign the supplied pro forma document.
Supported by relevant portfolio of evidence in support of preference points claimed on SBD 6.1.	NO	A copy of company registration document, Proof in support of disability from a medical recognised body and proof of membership from a recognised body (military veteran).
NB: Non-submission will lead to forfeiture of the		

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DOCUMENT THAT MUST BE SUBMITTED	NON-SUBMISSION WILL RESULT IN DISQUALIFICATION	
YES / NO	REQUIRED EVIDENCE	
	relevant preference points.	
Registration on Central Supplier Database (CSD)	YES	Bidders must be registered as a service provider on the Central Supplier Database (CSD) and on LOGIS. If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor / supplier number. Submit proof of registration.
A Degree in Town Planning and Regional Planning; Architect; Urban Design; GIS as well as Civil Engineering.	YES	Provide certified valid copies of certificates (no copies of certified copies will be accepted).
Proof of registration with any relevant professional body on the following fields of study; Town and Regional Planning; Architect; Urban Design; GIS as well as Civil Engineering.	YES	Provide certified copies of valid registration certificates (no copies of certified copies will be accepted).
Proof of at least three (3) relevant assignments provided to any organisation and executed successfully within the past five (5) years.	YES	Provide proof of relevant assignments provided by your company in a form of reference letters on a client's letter head with contactable fixed land line telephone /contact numbers and a contact person.
Financial viability	YES	<p>Prospective bidder must provide a proof of financial viability in the form of any of the following:</p> <ul style="list-style-type: none"> ✓ An overdraft facility with a minimum of R100 000 available. ✓ Audited financial statements for those service providers that are compelled to have audited financial statements in terms of the companies act. Provide the following information for verification of the Public Interest Score Factors: <ul style="list-style-type: none"> - The average number of employees of the company during the financial year; - The total third-party liability of the company, at the financial year end (Full amount); - Total turnover during the financial year (Full amount); - Total number of individuals with a direct or indirect beneficial interest in the company e.g. Shareholders; ✓ An agreement confirming financial support from an accredited financial institution (guaranteed funding). ✓ Stamped Bank statement of at least 6 months confirming

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DOCUMENT THAT MUST BE SUBMITTED	NON-SUBMISSION WILL RESULT IN DISQUALIFICATION	
	YES / NO	REQUIRED EVIDENCE
		available funds of R100 000.

NB: Failure to comply with the above requirements will lead to the bid being regarded as non-responsive and will not be considered for further evaluation.

20.2 Gate 1: Evaluation Criteria for functionality = 100 points

Criteria	Sub criteria	Max score	Evidence required
Proof of at least three relevant assignments performed within the past five years	<ul style="list-style-type: none"> ▪ Service Providers with 3 reference letters will score 60% of 25. ▪ Service Providers with 4 reference letters will score 80% of 25. ▪ Service Providers with 5 or more reference letters will score 100% of 25. 	25	<ul style="list-style-type: none"> • Service providers must provide at least proof of three (3) verifiable reference letters from satisfied previous clients that have been serviced with similar projects/contracts, in a client's letter head with contactable fixed line telephone /contact numbers and a contact person confirming within the past five (5) years. • Letters of completion from three (3) or more previous clients. • Portfolio of work done and completed.
Methodology	<ul style="list-style-type: none"> ▪ Fully detailed methodology aligned to the terms of reference with clear timeframes 	40	Detailed Project Plan with time frames

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Criteria	Sub criteria	Max score	Evidence required
Qualifications and CVs of key personnel, demonstrating at least five (5) years' experience in conducting similar projects.	<ul style="list-style-type: none"> ▪ A Degree and a Post Graduate Certificate in Town and Regional Planning; Architecture; Urban Design; GIS as well as Civil Engineering. ▪ Proof of registration with any relevant professional body in the following fields of study: Town and Regional Planning; Architect; Urban Design; GIS as well as Civil Engineering. 	25	CVs and certified valid copies of qualifications as well as proof of registration with any relevant professional body must be provided.
Locality	<ul style="list-style-type: none"> ▪ Service providers operating in the Eastern Cape =100% ▪ Service providers operating outside Eastern Cape =60%. 	10	Provide proof of locality in a form of municipal bill / utility bill in the bidder's name or a valid lease agreement signed by both parties (Lessor and Lessee) in the bidder's name accompanied by utility bill of the landlord.
Total		100	
Minimum qualifying score		70	

Only Bidders that have met the Administrative Requirement in (Gate 0) will be evaluated in Gate 1 Evaluation for functionality. Functionality will be scored as follows:

- i. Functionality – Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 70 points.
- ii. The score must be equal or above 70 points in order to proceed to Gate 2 for Price and Preference Points Evaluation.

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20.3 Gate 2: Price and Preferential Points Evaluation (80+20) = 100 points

Only Bidders that have met the 70-point threshold in Gate 1 will be evaluated in Gate 2. In terms of regulation 4 of the Preferential Procurement Regulations 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- Specific goals (maximum 20 points)

20.3.1 Stage 1 – Price Evaluation (80 Points)

This following formula will be used to calculate the points for price:

Criteria	Points
Price Evaluation	80

Where: $Ps = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$ Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

20.3.2 Stage 2 – Specific Goals (20 Points)

a. Specific Goals allocation

A maximum of 20 points may be allocated to a bidder for in accordance with the table below:

Specific Goals	Number of Preference Points
HDI	6
Women	4
Youth	4
Disability	3
Military Veteran	3
Points Scored	20

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Preference points will be allocated to bidders on submission of the following set of documentation or evidence in support of preference claimed on disability and military veterans:

- Company registration document.
- A proof in support of disability from a medical recognised body.
- A proof of membership with a recognised military veteran body.
- A completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1) must be submitted.

21. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which CoGTA is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to CoGTA together with its bid, duly signed by an authorised representative of the bidder.

22. SPECIAL CONDITIONS OF THIS BID

- 22.1 The quotation price is to be in South African currency and must include value-added tax, where applicable and must include disbursements.
- 22.2 The rates of remuneration will be subject to negotiations and must not exceed the remuneration guidelines issued by DPSA, where applicable.
- 22.3 CoGTA reserves the right not to accept any of the submitted bid proposals. The lowest, or only bid proposal, will not necessarily be accepted.
- 22.4 CoGTA will not be liable to reimburse any costs incurred by the contractor during the tender process.
- 22.5 Penalties will be applied in respect of late completion of work defined in the final contract provided that the delay is attributed on the part of the service provider.
- 22.6 The service provider:

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- 22.6.1 Undertakes to act as an independent contractor in respect of the work.
- 22.6.2 Shall exercise all reasonable skill, care and diligence in the execution of the work and shall carry out all its obligations in accordance with professional standards.
- 22.6.3 Shall, in all professional matters, act as a faithful adviser to the CoGTA.
- 22.6.4 Shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices set out in the contract for the work to be rendered.
- 22.6.5 Shall, whenever so required by the representative, furnish the representative with particulars in writing regarding the Service Provider's arrangement for the execution of the work. Should the parties be of the opinion that the proposal submitted by the Service Provider does not ensure, *inter alia*, the completion of the work within a stipulated time for completion, the representative shall have the right to request that the proposal be amended to his/her satisfaction.
- 22.6.6 Shall attend meetings with officials whenever required to do so.
- 22.6.7 Shall not have the power or authority to enter into any contracts or otherwise to bind or incur any liability on behalf of CoGTA.
- 22.6.8 All documents, database or any other material in any format prepared by the service provider in relation to the work shall be delivered to CoGTA immediately upon the CoGTA's request.
- 22.6.9 The Service Provider shall not attempt to recruit employees of the department during the execution of the contract or any part thereof.
- 22.6.10 The service provider must seek the approval of the department when requiring the replacement of project team members.

- 22.7 The department undertakes to pay the service provider within (30) days from the date of receipt of the correct invoice.
- 22.8 The department shall not enter into a contract where a company has directors, partners, or employees who are employed by the state.

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- 22.9 No late, faxed, electronically transmitted, photocopied, incomplete, copies or unsigned bids will be accepted.
- 22.10 All the submitted documents must be completed in full and signed.
- 22.11 All service providers enlisted by National Treasury in the restricted service provider's register will not be considered.
- 22.12 Completed bid documents must be submitted in a sealed envelope (one envelope).

NB: Failure to comply with the above requirements may lead to disqualification.

23. CoGTA reserves the right:

- 23.1 To award this tender to a bidder that did not score the highest total number of points, in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).
- 23.2 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 23.3 To accept part of a tender rather than the whole tender.
- 23.4 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 23.5 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

24. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

CoGTA reserves its right to disqualify any bidder who either itself or any of whose members or directors.

- 24.1 Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

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- 24.2 Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 24.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of CoGTA's officers, directors, employees, advisors or other representatives;
- 24.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 24.5 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 24.6 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 24.7 Has in the past engaged in any matter referred to above; or
- 24.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

25. PREPARATION COST

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing CoGTA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP CEDARVILLE - MALUTI MASTER PLAN AND QACHA'S NEK PRECINCT PLAN

26. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, CoGTA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the

bidder indemnifies and holds CoGTA harmless from any and all such costs which CoGTA may incur and for any damages or losses CoGTA may suffer.

27. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

28. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. CoGTA shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

29. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. CoGTA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to CoGTA, or whose verification against the Central Supplier Database (CSD) proves non-compliant. CoGTA further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

30. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.

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CoGTA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

31. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

32. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with CoGTA's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by CoGTA remain proprietary to CoGTA and must be promptly returned to CoGTA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure CoGTA's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

33. CoGTA PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any CoGTA proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP CEDARVILLE - MALUTI MASTER PLAN AND QACHA'S NEK PRECINCT PLAN

34. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this tender, CoGTA may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.


END USER:
MR. L. PLAATJIE

31 July 2023
DATE


CHAIRPERSON: BID SPECIFICATION COMMITTEE
MR. M.S. ZITHA

31/07/2023
DATE

RECOMMENDED /~~NOT RECOMMENDED~~


ACTING DIRECTOR: SUPPLY CHAIN MANAGEMENT
MR. S. MATHUMBU

1 August 2023
DATE

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP CEDARVILLE - MALUTI MASTER PLAN AND QACHA'S NEK PRECINCT PLAN

RECOMMENDED /NOT RECOMMENDED

Recommended on the basis that the meeting of the BSC members and HOD representative was held on 28 July 2023 to consider the issues raised by the office of the HOD (with HOD's office represented) and changes made and effected as agreed.



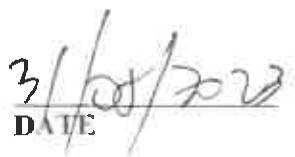
02/08/2023

DATE

**MR A. NGEWU
ACTING CHIEF FINANCIAL OFFICER**

APPROVED / NOT APPROVED


**MR. A. A. FANI
HEAD OF DEPARTMENT
COOPORATIVE GOVANANCE AND TRADITIONAL AFFAIRS**



31/08/2023

DATE