



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

DEPARTMENT	DEPARTMENT OF HUMAN SETTLEMENTS
TENDER DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS TO A DEPARTMENTAL PANEL OF TURNKEY CONTRACTORS (DEVELOPERS) TO UNDERTAKE THE IMPLEMENTATION OF INTEGRATED RESIDENTIAL DEVELOPMENT (IRDP) PROJECTS ON LAND OWNED AND/ OR ACQUIRED BY THE DEPARTMENT FOR A PERIOD OF 36 MONTHS.
TENDER NUMBER	HLA 4/2/4-2024/01

BRIEFING SESSION	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	SESSION COMPULSORY	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
BRIEFING	VENUE	MICROSOFT TEAMS		TIME	11H00
	DATE	21 JUNE 2024			

CLOSING DATE	05 July 2024
CLOSING TIME	11H00
VALIDITY PERIOD	120 DAYS

Notes:

- All bids / tenders must be deposited in the Tender Box at the advertised address:
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations 2022, the General Conditions of Contract (GCC) 2010 and, if applicable, any other special conditions of the contract.
- **ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

Tender Number	Service	Briefing Session	Closing Date
HLA 4/2/4-2024/01	Appointment of service providers to a departmental panel of turnkey contractors (developers) to undertake the implementation of integrated residential development (IRDP) projects on land owned and/ or acquired by the Department for a period of 36 months.	<p>There will be a Non-Compulsory Briefing Session on Microsoft Teams on the 21 June 2024 @ 11h00.</p> <p>For all bidders who are interested in attending the briefing session kindly note that the link is in the e-tender portal. Alternatively, you can request a link by sending your request to Nkele.Maleka@gauteng.gov.za and Lerato.Mokoena5@gauteng.gov.za on or before 20 June 2024</p>	<p>Date: 05 July 2024 Venue: Department of Human Settlements 11 Diagonal Street 17th Floor Reception Newtown, Johannesburg 2107</p>

Documents can only be downloaded from Treasury website from: <http://etenders.gauteng.gov.za/Pages/Home.aspx> 2.Human Settlements website www.gauteng.gov.za >>> **Human Settlements >>> Announcement >>> Human Settlements Advertised Tenders** from the **07 June 2024** . Completed tender documents clearly marked with the relevant reference number and placed in a sealed envelope must be deposited in the tender box on the 17th Floor Reception Department of Human Settlements ,11 Diagonal Street, Newtown, Johannesburg, 2107 no later than 11:00 on or before the relevant stipulated date above.

All enquiries related to the content of the Terms of Reference may be directed in writing for attention to infogdhus.tenders@gauteng.gov.za and copy Rethabile.Baloyi@gauteng.gov.za. Any other enquiry related to bid process may be directed in writing for attention to Ms Nkele Maleka and Ms. Lerato Mokoena at Nkele.Maleka@gauteng.gov.za and Lerato.Mokoena5@gauteng.gov.za The bid number should be mentioned in all correspondences. Telephonic requests for clarification will not be accepted.

All the bids advertised will remain valid for 120 days from the official bid closing date. Only companies who have submitted all the information required (mandatory documents) will be considered for the evaluation process. Please note that should you be not contacted 120 days after the closing date, consider your bid unsuccessful. All shortlisted bidders may be subjected to undergo a security screening in terms of Section 2 (1)(b) of the National Security Intelligence Act 7 of 2002 as amended.



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

IT IS A CONDITION OF BIDDING THAT –

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 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.
- 1.4 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.
- 1.5 Please note that not all Government Institutions will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, bidders must supply** unique Personal Identification Number (PIN) issued by SARS
- 1.6 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

REQUIREMENTS FOR REGISTERED BIDDERS ON CENTRAL SUPPLIER DATABASE PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER _____

Registered Suppliers to ensure that all details completed below are CURRENT

MANDATORY SUPPLIER DETAILS	
CSD Supplier number	
Company name (Legal & Trade as)	
Company registration No	
Tax Number	
VAT number (If applicable)	
Street Address	Postal Address
CONTACT DETAILS	
Contact Person	
e-mail address	
Telephone Number	
Cell Number	

NB: Bidders are requested to include their CSD reports in their submission of the tender documents.

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT

Name(s): _____

Signature(s): _____

Date: _____



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

Submission of Financial Statements

Where applicable the latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than three years, then the financial statement for the two years of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS					
BID NUMBER:	HLA 4/2/4-2024/01	CLOSING DATE: 05 July 2024		CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS TO A DEPARTMENTAL PANEL OF TURNKEY CONTRACTORS (DEVELOPERS) TO UNDERTAKE THE IMPLEMENTATION OF INTEGRATED RESIDENTIAL DEVELOPMENT (IRDP) PROJECTS ON LAND OWNED AND/ OR ACQUIRED BY THE DEPARTMENT FOR A PERIOD OF 36 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
11 Diagonal Street, 17 th Floor Reception					
New Town					
Johannesburg					
2107					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nkele Maleka		CONTACT PERSON	Rethabile Baloyi	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Nkele.Maleka@gauteng.gov.za		E-MAIL ADDRESS	Rethabile.Baloyi@gauteng.gov.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER.....

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

DATE.....

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 with any person who is employed by the procuring institution?

YES/NO

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.

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 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.

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.

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



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

FOR THE APPOINTMENT OF SERVICE PROVIDERS TO A DEPARTMENTAL PANEL OF TURNKEY CONTRACTORS (DEVELOPERS) TO UNDERTAKE THE IMPLEMENTATION OF INTEGRATED RESIDENTIAL DEVELOPMENT (IRDP) PROJECTS ON LAND OWNED AND/ OR ACQUIRED BY THE DEPARTMENT FOR A PERIOD OF 36 MONTHS.

1. PURPOSE

The purpose of these Terms of References (TOR) is to appoint service providers to a departmental panel of turnkey contractors to undertake integrated residential developments on land owned and/ or acquired by the Provincial Department of Human Settlements.

2. BACKGROUND

- 2.1.** In line with the policy approach to deliver human settlements in optimal locations that offer better mobility and access to a wider network of socio-economic amenities, the province has, over the years, acquired land in various strategic locations.
- 2.2.** The Comprehensive Plan for the Creation of Sustainable Human Settlement sought to shift the focus from merely providing housing to improving the quality of housing and housing environments by integrating communities and settlements through a holistic development orientation. It also introduced new minimum standards for housing products improving privacy and sustainability by providing for the development of a range of social and economic facilities in human settlements.
- 2.3.** One of the key lessons learnt in the review of the outcomes of housing programmes since 1994 is that, owing to a variety of reasons, low income settlements continued to be located on the urban periphery without the provision of social and economic amenities and by and large constituted "housing subsidised beneficiary islands". This

is the primary reason that the Gauteng Department of Human Settlements focussed on acquiring land parcels in a variety of locations in order to intervene spatially in the development of new settlements.

- 2.4. The Integrated Residential Development Programme (IRDP) provides for the acquisition of land, servicing of stands for a variety of land uses including commercial, recreational, schools and clinics, as well as residential stands for both low-, middle- and high-income groups. The land use and income group mix is the subject of local planning and needs assessment as well as agreed (or approved) financial modelling.
- 2.5. At the heart of the policy objective is the inescapable need to realize spatial transformation and integration in the face of rapid urbanization. The rapid urbanization observed in the Gauteng province has placed considerable pressure for equally rapid supply of additional housing in the province covering all income brackets, typologies as well as tenure options.

3. AIM OF THE TERMS OF REFERENCES

- 3.1. These TOR are aimed at identifying and appointing suitably experienced and capacitated service providers to a departmental panel of turnkey contractors to be contracted as 'developers' in partnership with the department in respect of realizing development of land parcels owned by the department.
- 3.2. The department intends to utilize the panel so appointed to select and contract with turnkey contractors to undertake the planning and development of integrated residential developments on land parcels acquired by the department in recent years.
- 3.3. In view of the growing demand for additional housing in the province covering all income brackets, typologies as well as tenure options, the department seeks to fast track the development on land parcels it has acquired and in turn accelerated job creation and economic growth.
- 3.4. Turnkey contractors must be in a position to complete the delivery of key planning and development milestones in the implementation of integrated residential development projects.
- 3.5. Additionally, service providers appointed to the departmental panel of turnkey contractors must be capable of mobilizing finance to realise delivery of non-subsidy components in the developments as well as project bridging finance as may be required.

4. CRITICAL MATTERS TO INCLUDE IN THE PLANNING, BUDGETING AND PROJECT IMPLEMENTATION

- 4.1. All planning, programming, contracting and development implementation must be undertaken in accordance with relevant legislation, policy and known best practice.
- 4.2. Provision should be made for consultations with relevant stakeholders as may be required.
- 4.3. The appointed service provider must demonstrate capability of undertaking high-level strategic communication and consultation.
- 4.4. The appointed service providers **MUST** demonstrate understanding of human settlements policy in general, but specifically the integrated residential development programme and urban management in context.
- 4.5. Application of The National policy (Housing Code) as well as the fiscal framework which are specifically geared to enable integrated residential developments and integrated human settlements.
- 4.6. The appointed service provider shall report to and be monitored by the designated Departmental Programme Manager.

5. SCOPE OF WORK AND DELIVERABLES

It is envisaged that a turnkey contractor or developer should be capable of undertaking the full extent of IRDP project implementation in phases or in one single phase inclusive of the following:

- a. Project inception (contracting and detailed scope)
- b. Land assembly (completed – land is already acquired by the department)
- c. Town Planning (statutory) approvals – where applicable
- d. Project enrolment with the National Home Builders Registration Council (NHBRC)
- e. Beneficiary management – as directed by the department
- f. Social Facilitation (social compact etc) and stakeholder management
- g. Manage/coordinate local economic development
- h. Engineering designs
- i. Site establishment and implementation of Occupational Health and Safety Plan
- j. Installation of all required municipal engineering services including bulk services
- k. Construction of residential and non-residential buildings

- l. Coordination of the sale of serviced stands to persons who don't qualify for subsidies (house construction option to be agreed at project inception) as directed by the Department
- m. Coordination of Disposal of other stands such as commercial uses as directed by the Department
- n. Coordination of Financial reconciliation (proceeds from the sale of non-subsidy properties) as directed by the Department
- o. Monitor health and safety related aspects of a development during construction phase.
- p. Hand over and allocation of houses to qualifying beneficiaries and Conveyancing as directed by the Department
- q. Support the establishment of community schemes as directed by the Department
- r. Project closure

6. EVALUATION METHODOLOGY

The evaluation of bids will be done in terms of the PFMA, the GDHS Supply Chain Policy and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential Procurement Regulations, 2022.

The first stage will be the evaluation of bids on **Administrative Compliance** and **Mandatory Compliance**. During these stages, bids that do not meet the mandatory compliance requirements will be disqualified and will not be considered for **Functionality** evaluation.

Bids that do not meet the minimum threshold of **70** points on Functionality, will not be considered for pre-qualification into the panel.

Bids will be evaluated in two stages as listed below:

- Stage 1A: Administrative Compliance
- Stage 1B: Mandatory Compliance
- Stage 2: Functionality

6.1. ADMINISTRATIVE COMPLIANCE

Administrative compliance comprises of checking if bidders have complied with the requirements as listed below: noncompliance will not lead to disqualification.

- Complete, sign, and submit SBD 1- Invitation to Bid;
- Valid BBEE certificate (issued by an agency accredited by SANAS) or a sworn affidavit B-BBEE Certificate issued by CIPC.
 - a valid B-BBEE Certificate issued by CIPC (for EME)
 - For a JV/consortium a consolidated valid B-BBEE Certificate is required .
 - Valid affidavit to be attested by the deponent and commissioned by the commissioner of oath.
- Valid SARS Tax compliance status (TCS) pin
- Proof of registration with Central Supplier Database Ensure that your company is registered on Central Supplier Database (CSD) prior to closing date of this particular tender.
- Company CIPC registration documents
- Company profile
- Certified copies of IDs for Members / Directors

NB: All JV/Consortium proposals must include the individual companies/parties information for the above documents (where applicable).

6.2. MANDATORY COMPLIANCE

Failure to comply with the mandatory requirements will lead bidders being non-responsive and will be disqualified from further evaluation.

- a. A letter of intent for development funding or access to a financial facility to a minimum of R20 000 000,00 by a financial institution registered with the Financial Services Board (FSB).
- b. Complete, sign, and submit SBD 4 – Bidder Disclosure
- c. In a case of a Joint Venture / Consortium, a valid agreement is required, signed by all party representatives. Document to clearly indicate the lead partner and proposed revenue split.
- d. Key personnel to be involved in the project and shall maintain the involvement of the specified key personnel as the exigencies of this contract require. The key personnel shall be required to constitute the capacity to execute the project. The Bidder must have the below-listed expertise/professionals within their team. In this regard, the bidders are urged to comply with the required Qualifications, Experience, and Professional Registration as per Table 1 below)
 - i. Bidder should note the minimum qualifications and experience necessary for consideration.
 - ii. The Bidder should also provide the stated Portfolio of Evidence (POE) and Means of Verification (MOV) as proof that their professionals are fully qualified, experienced and recognized.
 - iii. Bidders are not allowed to have one Professional (person) involved in more than one areas of expertise.

Table 1

No	Key Resource	Minimum Qualification	Minimum Experience	POE/MOV
1	Lead/ Principal Consultant	NQF 7 qualification	15 years' experience post qualification in infrastructure development projects or similar.	<ul style="list-style-type: none"> • Curriculum Vitae indicating years in the role as a Lead / Principal Consultant. • Originally certified copy of qualification
2	Housing and Human Settlements Specialist	NQF 7 qualification in the built environment	15 years' experience post qualification in state subsidised human settlement projects	<ul style="list-style-type: none"> • Curriculum Vitae indicating years in the role as Housing and Human Settlements Specialist. • Originally certified copy of qualification
3	Construction Projects Manager	NQF 7 qualification in the built environment	7 years' experience post qualification in the built environment	<ul style="list-style-type: none"> • Curriculum Vitae indicating years in the role as Construction Project Manager. • Originally Certified copy of Qualification. • Registration with SACPCMP as PrCPM

No	Key Resource	Minimum Qualification	Minimum Experience	POE/MOV
4	Social Facilitation Specialist	NQF 7 qualification	7 years' related experience post qualification in infrastructure related projects	<ul style="list-style-type: none"> Curriculum Vitae indicating years in the role as Social Facilitation Specialist. Originally certified copy of Qualification.
5	Town (urban) and Regional Planner	NQF 7 in Town and Regional Planning or similarly recognised qualification	7 years' experience post qualification in Town and Regional Planning /Development Planning	<ul style="list-style-type: none"> Curriculum Vitae indicating years in the role as a Town / Urban and Regional planner. Certificate of Qualification Registration with SACPLAN as PrPln
6	Project Finance Specialist	NQF 7 Finance related qualification	10 years' experience post qualification in Development Finance	<ul style="list-style-type: none"> Curriculum Vitae indicating years in the role as a Project Finance Specialist. Originally certified copy of Qualification
7	Professional Civil Engineer	NQF 7 Civil Engineering qualification	7 years' experience post qualification in civil engineering projects	<ul style="list-style-type: none"> Curriculum Vitae indicating years in the role in Civil Engineering. Originally Certified copy of Qualification ECSA Professional Registration as PrEng/PrTech Eng
8	Quantity Surveyor	NQF 7 Quantity Surveying qualification	7 years' experience post qualification in quantity surveying projects	<ul style="list-style-type: none"> Curriculum Vitae indicating years in the role in Quantity Surveying. Originally certified copy of Qualification Professional Registration SACQSP as PrQS
9	Environmental Specialist	NQF 7 Industry related qualification	7 years' experience post qualification in Environmental Science in Infrastructure projects	<ul style="list-style-type: none"> Curriculum Vitae indicating years in the role as Environmental Specialist. Originally Certified copy of Qualification EAP Registration with the EAPSA or PrNatSci Registration (Environmental Sciences) with SACNASP
10	Architect	NQF 7 Industry related qualification	7 years' experience post qualification in Architectural Projects	<ul style="list-style-type: none"> Curriculum Vitae indicating years in the role as an Architecture. Originally certified copy of Qualification SACAP Professional Registration as PrArch /PrArchtech
11	Land Surveyor	NQF 7 Industry related qualification	7 years' experience post qualification in	<ul style="list-style-type: none"> Curriculum Vitae indicating years in the role in Land Surveying.

No	Key Resource	Minimum Qualification	Minimum Experience	POE/MOV
			Land Surveying Projects	<ul style="list-style-type: none"> Originally certified copy of Qualification SAGC Professional Registration as Professional Land Surveyor (PLS)
12	Electrical Engineer	NQF 7 Industry related qualification	7 years' experience post qualification in Electrical Engineering Projects	<ul style="list-style-type: none"> Curriculum Vitae indicating years in the role in Electrical Engineering. Originally certified copy of Qualification ECSA Professional Registration as Pr Eng/PrTechEng
13	Health and Safety Officer/Manager	NQF 7 Industry related qualification	7 years' experience post qualification in Health and Safety Projects	<ul style="list-style-type: none"> Curriculum Vitae indicating years in the role as a Health and Safety Officer / Manager. Originally certified copy of Qualification SACPCMP as CHSO/CHSM
14	Conveyancer	NQF7 Industry related qualification	7 years' post qualification as a Legal Practitioner	<ul style="list-style-type: none"> Curriculum Vitae indicating years in the role (experience as an Attorney and a Conveyancer) Originally Certified copy of the certificate Originally Certified copy of a valid and active Professional Registration – Admission as Conveyancer and Attorney in the High Court of South Africa. Proof of Registration with Legal Practice Council as a Conveyancer and Attorney.

NB:

- where copies of certificates are provided, these must bear certification as true copies of originals not older than six months from the closing date of this tender.

- A valid SAQA verification certificate must be attached for all foreign qualifications

- Should it become necessary to replace any of the key personnel proposed. The project manager should be notified at the time of project execution during the course of this contract. Key personnel may only be replaced by individuals with similar or higher qualifications and experience with the approval of the Department.

- For Joint Venture (JV)/ Consortium submissions – The capacity of the one member of the Joint Venture (JV)/ Consortium will be considered as the capacity of the Joint Venture (JV) / Consortium.

7. FUNCTIONALITY

The tender document includes functionality as evaluation criteria to assess the ability of the bidders to execute the project. Minimum Required Score for functionality is: **70 points out of 100 points and any bidder scoring less than 70 points will not be considered for further evaluation.**

NB: In case of Joint Venture / Consortium, the capacity of the one member of the Joint Venture (JV)/ Consortium will be considered as the capacity of the Joint Venture (JV) / Consortium.

Criteria	POE/MOV	Total Score
<p>TRACK RECORD AND EXPERIENCE OF THE BIDDER</p> <p>Bidders should demonstrate experience in initiating and completing turnkey projects in any private/public Human Settlements Developments.</p> <p>The scope of work should include:</p> <ul style="list-style-type: none"> • End-to-end Town Planning of the project post-land assembly and • Construction • Conveyancing <p><i>NB: For the purposes of determining points awarded one services certificate will only count as one project irrespective of the number of phases or extensions included in the certificate.</i></p> <ul style="list-style-type: none"> - 05 projects or more (50 points) - 04 projects (40 points) - 03 projects (30 points) - 02 projects (20 points) - 01 project (10 points) - 0 project (0 points) 	<p>Services Certificate (Section 53/82) or similar for a project/s phases or extensions completed awarded in the Bidder's favor by the municipality.</p> <ul style="list-style-type: none"> • Town planning; Township approval from the municipality in Favor of the bidder • Construction: Letter of approval from municipality or approved designs for internal and external infrastructure services (at a minimum - water and sewer) and building plans • Conveyancing: Proof of opening of a township register issued by the deeds office. 	<p>50</p>
METHODOLOGY AND APPROACH		50
<p>The Bidder must describe in detail their proposed approach and methodology to be applied in the implementation of the</p>	Town Planning and Design	20
	<p>The project/work plan must include the following categories:</p>	
	<ul style="list-style-type: none"> (i) Activities with timeframes (ii) Allocation of Resources 	

<p>project. This must demonstrate how the bidder will achieve the project objectives through a project implementation plan, inclusive of the following areas:</p> <p>(a) Town Planning and Design</p> <p>(b) Funding Mobilisation</p> <p>(c) Construction</p>	(iii) Realistic milestones related to the forecasted project duration.	20
	(iv) Industry and municipal standards and critical regulations	
	The methodology meets all (4) categories = 20 points	
	The methodology meets any (3) categories = 15 points	
	The methodology meets any (2) categories = 10 points	
	The methodology meets any (1) categories = 5 points	
	No methodology = 0 point	
	Funding Mobilisation	15
	The project/work plan must include the following categories:	15
	(i) Activities with timeframes	
	(ii) Allocation of Resources	
	(iii) Realistic milestones related to the forecasted project duration.	
	(iv) Industry standards and critical regulations	
	The methodology meets all (4) categories = 15 points	
	The methodology meets any (3) categories = 12 points	
	The methodology meets any (2) categories = 9 points	15
	The methodology meets any (1) categories = 6 points	
	No methodology = 0 point	
	Construction	
	The project/work plan must include the following categories:	
(i) Activities with timeframes		
(ii) Allocation of Resources		
(iii) Allocation of Plant		
(iv) Health And Safety Activities		
(v) Handover and Transfer of Properties Activities		
The methodology meets all (5) categories = 15 points		
The methodology meets any (4) categories = 12 points		
The methodology meets any (3) categories = 10 points	15	
The methodology meets any (2) categories = 8 points		
The methodology meets any (1) category = 5 points		
No methodology = 0 point		
Minimum Threshold		70

Note: A bidder/s that scores less than **70 points** in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified.

8. PROJECT DURATION

The panel will be valid for a period of **36 months**.

9. BRIEFING SESSION

A non-compulsory briefing session will be held virtually on Microsoft Teams on the 21st of June 2024 @ 11am. Briefing session is not compulsory, but attendance is highly recommended.

10. FORMAT AND SUBMISSION OF PROPOSAL

The original bid document shall be submitted. All submissions must be one hard copy. The proposals must be submitted in one sealed envelope containing the proposal (technical response and the pricing schedule). **The submissions must be clearly marked with the description and the RFP number, and the Category the Bidder is responding to and submitted at: 11 Diagonal Street, 17th floor (Reception Area), Newtown, Johannesburg, 2107**

Bidders must ensure that they provide submissions that are packaged professionally, i.e., document to be indexed.

NB: Please note that submissions via email will not be accepted.

11. ENQUIRIES

All enquiries related to the technical content of the Terms of Reference may be directed in writing to infogdhus.tenders@gauteng.gov.za and copy Ms. Rethabile Baloyi at Rethabile.Baloyi@gauteng.gov.za

Any other enquiry related to the bid process may be directed in writing to infogdhus.tenders@gauteng.gov.za and copy Ms. Nkele Maleka at Nkele.Maleka@gauteng.gov.za and Ms. Lerato Mokoena at Lerato.Mokoena5@gauteng.gov.za

Each Request for Proposal (RFP) shall comprise of clearly indexed and bound returnable documents as follows:

RETURNABLE DOCUMENTS	
STAGE 1A: MANDATORY COMPLIANCE	
1.	A letter of intent for development funding or access to a financial facility to a minimum of R20 000 000,00 by a financial institution registered with the Financial Services Board (FSB).
2.	Complete, sign, and submit SBD 4 – Bidder Disclosure
3.	In the case of JV, an agreement must be submitted. A valid agreement is required in the case of a Consortium or joint venture signed by all party representatives. The document should be in full indicating the leading partner.
4.	The Bidder must have the above listed expertise/professionals within their team. In this regard, the bidders are urged to comply with the required Qualifications, Experience and Professional Registration as per Table 1 above)
STAGE 1B: ADMINISTRATIVE COMPLIANCE	
5.	SBD 1 - Invitation to Bid
6.	Valid Tax compliance status pin
7.	Proof of registration with the Central Supplier Database
8.	Company CIPC registration documents
9.	Company Profile
10.	Valid BBBEE Certificate or Sworn Affidavit

SPECIAL CONDITIONS OF THE CONTRACT

TENDER NUMBER	HLA 4/2/4-2024/01
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS TO A DEPARTMENTAL PANEL OF TURNKEY CONTRACTORS (DEVELOPERS) TO UNDERTAKE THE IMPLEMENTATION OF INTEGRATED RESIDENTIAL DEVELOPMENT (IRDP) PROJECTS ON LAND OWNED AND/ OR ACQUIRED BY THE DEPARTMENT FOR A PERIOD OF 36 MONTHS.
CLOSING DATE	05 July 2024
CLOSING TIME	11H00
VALIDITY PERIOD	120 DAYS

1. EVALUATION

The evaluation of bids will be done in terms of the PFMA, the GDHS Supply Chain Policy Bid Evaluation Charter, and the Preferential Procurement Policy Framework Act 5 of 2000.

The Tender shall be evaluated on the basis of functionality to determine the capacity and capability of the bidding entities in demonstrating the viability of the mega project proposed.

2. CENTRAL SUPPLIER DATABASE REGISTRATION

Bidders must ensure that they are registered on the Central Supplier Database prior to the closing of this tender. For those companies that are not registered on the Central Supplier Database (CSD) please log onto www.csd.gov.za to register your company details.

3. NON - COMMITMENT

- 3.1 The department is not bound to accept any of the bids submitted.
- 3.2 The department reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference prior to the closing date.
- 3.3 The cost of preparing bids will not be reimbursed.

4. REVIEW PROCESS

- 4.1 Documents submitted on time by bidders shall not be returned and shall remain the property of the department.
- 4.2 All bids duly lodged will be evaluated in accordance with the evaluation criteria.

5. LATE BIDS

Bids received late shall not be considered and may be returned to the bidder if possible. A bid will be considered late if it is received one second after closing time or any time thereafter. The bid closing time is 11:00 am.

6. GENERAL

- 6.1 Bidders must provide all the information requested in the Terms of Reference and as specified further in the Special Conditions.
- 6.2 The department reserves the right to procure its requirements elsewhere outside the contract should the services be urgently required and not immediately available or in emergency cases.
- 6.3 In instances where the price for construction services is fixed/regulated, the rotation of pre-qualified bidders will be done in such a manner that all registered bidders will have an opportunity to benefit from the procurement process.
- 6.4 The department reserves the right to arrange contracts with more than one service provider.
- 6.5 The department reserves the right not to appoint.
- 6.6 During the implementation of the panel appointments may be awarded to a tenderer that did not score the highest points in accordance with section 2(1)(f) of the PPPFA Act 5 of 2000.
- 6.7 The duration of the contract is for a period of 36 months from the date of appointment. Bidders would be required to report on expenditure to designated sectors (i.e women, youth, and people with disabilities), township economic revitalization (TER) and jobs created in a format prescribed by the department supported by the requisite proof of evidence (POE).
- 6.8 After the establishment of a panel, bidders will be required to provide proof of the following documents prior to the appointment to any project:
 - As a condition of contracting, the developer need to demonstrate that they will be able to secure funding of a minimum of Twenty million rands, or 30% of the value of the contract.
 - it was agreed that bank rating is no longer required as its not a consistent practice for all financial institutions, the above will apply.
- 6.9 The duration of the contract is for a period of 36 months from the date of appointment. Bidders would be required to report on expenditure to designated sectors (i.e women, youth, and people with disabilities), township economic revitalization (TER) and jobs

created in a format prescribed by the department supported by the requisite proof of evidence (POE).

7. REASONS FOR REJECTION

- 7.1 The department reserves the right to return late bids as mentioned in section 5 above.
- 7.2 The department reserves the right to determine and reject bids that are not in accordance to specification/Terms of Reference.
- 7.3 Bidders shall not contact the department on any matter pertaining to their bids from the closing date to the time the bid has been adjudicated. Any effort by a bidder to influence the bid evaluation or adjudication may result in rejection of the bid concerned.
- 7.4 The department shall reject a submission if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.
- 7.5 The department may disregard any submission if that bidder, or any of its directors:
- (i) Have abused the Supply Chain Management (SCM) system of any Government Department;
 - (ii) Have committed proven fraud or any other improper conduct in relation to such system;
 - (iii) Have failed to perform on any previous contract and the proof thereof exists; and
 - (iv) Is restricted from doing business with the public sector or if such supplier failed to perform on a contract.

8. ENQUIRIES

All enquiries related to the content of the Terms of Reference may be directed in writing for attention to infogdhus.tenders@gauteng.gov.za and copy Mr. Tshepo Baloyi at Rethabile.Baloyi@gauteng.gov.za

Any other enquiry related to the bid process may be directed in writing for attention to Ms. Nkele Maleka @ Nkele.Maleka@gauteng.gov.za and Ms Lerato Mokoena @ Lerato.Mokoena5@gauteng.gov.za

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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

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

7. Performance security

- 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. ser the performance security of the amount specified in SCC.
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purcha

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

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

docu

ments 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.

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

12. Transportation

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

13. Incidental services

- (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.

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

18. Contract amendments

- 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.

19. Assignment

- 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.

20. Subcontracts

- 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. Delays in the supplier's performance

- 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.

23.1 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:

23. Termination for default

- (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

25. Force Majeure

- 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
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme (NIP)

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

