



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

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|--------------------|--|
| DEPARTMENT | GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS |
| TENDER DESCRIPTION | THE APPOINTMENT OF A MULTI-DISCIPLINARY PROFESSIONAL RESOURCE TEAM TO PROVIDE TECHNICAL CAPACITY TO SUPPORT THE EVATON URBAN RENEWAL PROGRAMME NODE FOR A PERIOD OF TWO (02) YEARS. |
| TENDER NUMBER | HLA 4/2/4 - 2024/08 |

| | | | | | |
|------------------|---|--|--------------------|---|-----------------------------|
| BRIEFING SESSION | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | SESSION COMPULSORY | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| BRIEFING | VENUE | 6 Hollard Street, Marshalltown, Johannesburg. 2001 (Gauteng Department of Education Auditorium) | | TIME | 11H00 |
| | DATE | 07 FEBRUARY 2025 | | | |

| | |
|-----------------|------------------|
| CLOSING DATE | 28 FEBRUARY 2025 |
| 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 contract.
- The Gauteng Department of Human Settlements values the protection of personal information act (POPI act) and expects all tenderers to comply with the act.
- **ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**



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REPUBLIC OF SOUTH AFRICA

| Tender Number | Description | Briefing Session | Closing Date |
|---------------------|---|---|---|
| HLA 4/2/4 - 2024/08 | THE APPOINTMENT OF A MULTI-DISCIPLINARY PROFESSIONAL RESOURCE TEAM TO PROVIDE TECHNICAL CAPACITY TO SUPPORT THE EVATON URBAN RENEWAL PROGRAMME NODE FOR A PERIOD OF TWO (02) YEARS. | <p>There will be a Compulsory Briefing Session</p> <p>Venue: Gauteng Department of Education Auditorium Address: 6 Hollard Street, Marshalltown, Johannesburg. 2001 on the Date: 07 February 2025 Time: 11h00</p> <p>Enquiries regarding the briefing session may be sent to: infogdhus.tenders@gpgonline.onmicrosoft.com</p> | <p>Date: 28 February 2025 Time: 11h00</p> <p>Venue: Department of Human Settlements Address: Ikusasa House 129 Fox Street Ground Floor Reception Marshalltown Johannesburg 2107</p> |

Documents can only be downloaded from Treasury website from: Website 1. <http://e-tenders.gauteng.gov.za/Pages/Home.aspx> 2. <https://www.etenders.gov.za> 3. E-mail tender.admin@gauteng.gov.za from the **24 January 2025**. 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 Department of Human Settlements Ikusasa House 129 Fox Street Ground Floor Reception Marshalltown 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@gpgonline.onmicrosoft.com and copy Aubrey.Musetha@gauteng.gov.za and Sithabile.Mdlalose@gauteng.gov.za. Any other enquiry related to SCM processes may be directed in writing for attention to Mr Thabo Ndlovu at Thabo.Ndlovu@gauteng.gov.za and Ms Lerato Mokoena at Lerato.Mokoena5@gauteng.gov.za and copy infogdhus.tenders@gpgonline.onmicrosoft.com. 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 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.



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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 printed Tax Clearance Certificate**
- 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.



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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: _____



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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 - 2024/08 | CLOSING DATE: | 28 February 2025 | CLOSING TIME: | 11h00 |
| DESCRIPTION | THE APPOINTMENT OF A MULTI-DISCIPLINARY PROFESSIONAL RESOURCE TEAM TO PROVIDE TECHNICAL CAPACITY TO SUPPORT THE EVATON URBAN RENEWAL PROGRAMME NODE FOR A PERIOD OF TWO (02) YEARS. | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| Ikusasa House, 129 Fox Street | | | | | |
| Ground Floor Reception | | | | | |
| Marshalltown, Johannesburg | | | | | |
| 2107 | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Thabo Ndlovu | | CONTACT PERSON | Aubrey Musetha | |
| TELEPHONE NUMBER | | | TELEPHONE NUMBER | | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | Thabo.Ndlovu@gauteng.gov.za | | E-MAIL ADDRESS | aubrey.musetha@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.....

PRICING SCHEDULE
(Professional Services)

| | |
|-----------------------|-------------------------------------|
| NAME OF BIDDER: | BID NO.: HLA 4/2/4 - 2024/08 |
| CLOSING TIME 11:00 | CLOSING DATE: 28 Feb 2025 |

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) |
|------------|---|--|
| 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. | R..... |
| 3. | PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF) | |
| 4. | Period required for commencement with project after acceptance of bid | |
| 5. | Are the rates quoted firm for the full period of contract? | *YES/NO |
| 6. | If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. | |

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

Thabo Ndlovu

Email: Thabo.Ndlovu@gauteng.gov.za

Or for technical information –

Aubrey Musetha

Email: aubrey.musetha@gauteng.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 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.
- 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

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.

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

SBD 6.1

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 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) The 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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = 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:

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = 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.)

| SPECIFIC GOAL | TOTAL POINTS (80/20 system) |
|---|---------------------------------------|
| Persons historically disadvantaged on the basis of gender - Women | 6 |
| RDP Programme – Empowerment of Youth | 8 |
| Persons historically disadvantaged on the basis of disability (PwD) | 6 |
| TOTAL | 20 |

| SPECIFIC GOAL | ACHIEVEMENT LEVEL | ALLOCATED POINTS (80/20 system) |
|---|---------------------------|---|
| 1) Persons historically disadvantaged on the basis of gender - Women | 100% women ownership | 6 |
| | 75% - 99% women ownership | 5 |
| | 60% - 74% women ownership | 3 |
| | 51% - 59% women ownership | 2 |
| | 0 – 50% women ownership | 0 |

| SPECIFIC GOAL | ACHIEVEMENT LEVEL | ALLOCATED POINTS (80/20 system) |
|--|---------------------------|---|
| 2) RDP Programme – Empowerment of Youth | 100% youth ownership | 8 |
| | 75% - 99% youth ownership | 6 |
| | 60% - 74% youth ownership | 4 |
| | 51% - 59% youth ownership | 2 |
| | 0 – 50% youth ownership | 0 |

| SPECIFIC GOAL | ACHIEVEMENT LEVEL | ALLOCATED POINTS (80/20 system) |
|---|--------------------------|---|
| 3) Persons historically disadvantaged on the basis of disability (PwD) | 100% PwD ownership | 6 |
| | 75% - 99% PwD ownership | 5 |
| | 60% - 74% PwD ownership | 3 |
| | 51% - 59% PwD ownership | 2 |
| | 0 – 50% PwD ownership | 0 |

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 propriety
- ☐ 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:

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TERMS OF REFERENCE

FOR THE APPOINTMENT OF THE APPOINTMENT OF A MULTI-DISCIPLINARY PROFESSIONAL RESOURCE TEAM TO PROVIDE TECHNICAL CAPACITY TO SUPPORT THE EVATON URBAN RENEWAL PROGRAMME NODE FOR A PERIOD OF TWO (02) YEARS.

1. INTRODUCTION

1.1. The Gauteng Department of Human Settlements (GDHS) intends appointing an experienced multi-disciplinary Professional Resource Team (PRT) to provide technical capacity to support the Evaton Urban Renewal Programme (EURP) for a period of two (02) years.

The Human Settlements Framework for Spatial Transformation and Consolidation aims to:

- a) Create opportunities for liveable, inclusive and resilient towns and cities;
- b) Reverse the unjust and dysfunctional spatial legacy of apartheid;
- c) Improve participation of the disadvantaged in the residential property market; and
- d) Increase the asset creation potential of the state's investments in human settlements
- e) The priority human settlements development areas are intended to realize these objectives and opportunities within specific areas, optimizing existing and planned economic hubs and large infrastructure investment.

These priority areas require specific programmatic interventions with transformation objectives:

- f) Forward-looking land assembly and township establishment
- g) Opportunities for Greenfield Development (new places)
- h) Renewal of Distressed/ dilapidated/ degenerating precincts/blocks

1.2. A multi-disciplinary PRT will bring together the expertise and skills of different professionals to analyse, plan and implement amongst others the catalytic projects that were identified in the original master plan. This will assist the multi-disciplinary PRT to update the current masterplan, determine the detailed scope of work required in the 2025/26 – 2026/27 financial years with requisite budgets prepare a report outlining



lessons that should be learnt based on constraints of the previous work implemented on projects under Evaton Urban Renewal node.

- 1.3. The multi-disciplinary PRT will be required to be a hands-on programme management support team to deliver the identified opportunities with diligence and skill in accordance with the accepted professional techniques and standards for the implementation of EURP.
- 1.4. The multi-disciplinary PRT will also be expected to lead the various Steering Committees and assist with ensuring coordination of all critical EURP stakeholders and prepare statutory reports for the duration of the contract.

2. BACKGROUND

- 2.1. The Executive Council of the Gauteng Provincial Government (GPG) resolved to resuscitate the Urban Renewal Programme (URP) in the recent years. The GDHS has been tasked to be the overall provincial leader, coordinator and driver of the resuscitation and implementation of the programme. The GDHS also has a task to ensure that the programme is sustainable and viable.
- 2.2. The URP locates itself squarely on the programme to transform, modernise and reindustrialise the Gauteng City Region (GCR), whose aim is to make Gauteng an integrated city-region that is characterized by social cohesion and socio-economic inclusion. It is a provincial multi-pillar strategic programme that is driving the radical socio-economic agenda of the province. One of the pillars of the TMR speaks modernization of human settlements and urban development. This directly links to urban renewal interventions.
- 2.3. In order to resuscitate the programme and ensure its sustainable implementation, it would be important to have a multi-disciplinary PRT to assist the Department in achieving the URP goals and objectives.
- 2.4. Over the years, much has been achieved, in planning and also in progress through the implementation of the EURP. Since the adoption of Original Master Plan in 2016 to date, several projects were planned and some implemented within this node by GPG departments. These include the following: These include the following:

| PROGRAMME/PROJECT NAME | RESPONSIBLE |
|---|---|
| Upgrading of Informal Settlements Programme (UISP) | Gauteng Department of Human Settlements |
| Urban Renewal Programme <ul style="list-style-type: none">Phase 3 Sewer Network Upgrade | Gauteng Department of Human Settlements |



| | |
|--|--|
| <ul style="list-style-type: none"> Ablution and Sanitation | |
| Social Infrastructure <ul style="list-style-type: none"> Social Integrated Facility | Gauteng Department of Social Development |
| Security Infrastructure <ul style="list-style-type: none"> Evaton Police station | Gauteng Department of Community Safety |
| Health Infrastructure <ul style="list-style-type: none"> Levai Mbatha CHC Dr Helga Kuhn Clinic Evaton Main Clinic Beverly Hills Clinic Mpumelelo Clinic | Gauteng Department of Health |
| School Infrastructure <ul style="list-style-type: none"> Evaton West Secondary School Jordan Secondary School | Gauteng Department of Education |

3. PROBLEM STATEMENT

- 3.1. While there is acknowledgement of this minimal positive development, it is clear that much more could have been done and still needs to be done. Most importantly approximately six (6) years have lapsed since the development of the original master plans. A lot of developments have taken place that have direct and indirect impact in Evaton, but some of the plans that are currently in existence are not yet fully implemented which includes: relocating of the informal settlement to the safe areas, upgrading plans for qualifying informal settlements, sewer and water infrastructure upgrades, hostel upgrades, electrical infrastructure, farming, agri-business and upgrading of road infrastructure.
- 3.2. There was no sense of coordination in the implementation of the list of projects and to a certain extend some projects were implemented outside the original project list which makes it difficult to gauge whether the strategic objectives or outcome of the URP are being achieved or not.
- 3.3. It is this problem that needs an experienced multi-disciplinary PRT to provide technical capacity to support the fast-tracking of the implementation of URP within the identified nodal areas.



4. OBJECTIVES OF THE PROGRAMME

- 4.1. The intention is to have a suitably qualified and experienced multi-disciplinary PRT to augment the operational and strategic capacity of the Department to achieve URP objectives in planning and implementation with improved delivery outcomes.
- 4.2. This will also assist to provide a more focused and realistic programme, a precinct plan that needs to be updated/developed block by block within Evaton area, which amongst others will:
 - a) Indicate desired patterns of land use within the precinct and set out basic guidelines for implementation
 - b) Identify programmes, projects and restructuring elements for the development of land within the precinct
 - c) Set out a clear implementation plan and the associated costs
 - d) Identify where public investment should be prioritised while also identifying third party investment.

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

- 5.1. All actions must be undertaken in accordance with relevant legislation, guidelines and known best practice.
- 5.2. Provision should be made for presentations and consultations sessions with relevant stakeholders.
- 5.3. The appointed service provider must demonstrate capability of undertaking high-level strategic communication and consultation.
- 5.4. The appointed service providers MUST understand integrated human settlements in general, but specifically urban renewal and/or management.
- 5.5. The appointed service provider shall report to and be monitored by the designated Departmental Programme Manager.

6. LOCATION OF PROGRAMME

- 6.1. Evaton is located in the southern extreme of the Gauteng Province within the Evaton Local Municipality as part of the Sedibeng District. It is a township north of Sebokeng, that is divided into three; Evaton Central, Evaton West and Evaton North and is connected to Johannesburg to the north and Vanderbijlpark and Vereeniging in the south and south-east respectively.
- 6.2. The Gauteng Provincial Executive Committee adopted the EVATON Urban Renewal Project in October 2008, proceeding with formalization of a Master Plan in 2016.

7. SCOPE OF WORK FOR THE PRT

The scope of services to be rendered by the multi-disciplinary PRT for EVATON Urban Renewal Programme involves amongst others following:

7.1. Initiation

| Activities | Information & Data Sources |
|---|--|
| <p>The objective of this phase is to ensure a complete understanding of, among other things, the approach, methodology, process plan with timelines, supporting information and deliverables of the project with the detailed description of content and characteristics of each of the work outputs/ deliverables of the task.</p> <p>An oral presentation of the initiation report to the client is required. A soft copy in word format and PDF as well as three (3) hard copies are further required.</p> | <ul style="list-style-type: none"> Engagement with client. Identify and source documents |

7.2. Planning

| Activities | Information & Data Sources |
|---|--|
| <p>The objective of this phase is to:</p> <ul style="list-style-type: none"> Provide the diagnostic assessment, impact assessment and/or review the existing masterplan Update/develop precinct plans including phasing and precinct delineation Definition and identification of critical and catalytic projects. Identify funding strategy and sources Basic project costing & budgeting Establishment of a management strategy, outlining the roles and responsibilities of all stakeholders (public and private). | <ul style="list-style-type: none"> Engagement with client. Original Master Plan adopted in 2016 Stakeholder engagement Gauteng Spatial Development Framework Evaton Local Municipality 2024/25 IDP Identify and source documents |



An oral presentation of the planning report and subsequent documents to the client is required. A soft copy in word format and PDF as well as three (3) hard copies are further required.

7.3. Implementation

| Activities | Information & Data Sources |
|---|--|
| <p>The objective of this phase is to:</p> <ul style="list-style-type: none"> • Enhance coordination and integration of the programme • Provide a total solution/one-stop multi-disciplinary hands-on technical delivery capacity to support programme. • Project packaging and readiness for tender stage. • Programme Budgeting • Programme performance analysis and reporting as per client and stakeholders' requirements. • Lead, coordinate and provide secretariat and administrative support to the Programme/Project Steering Committees • Programme management systems and tools development • Capacity building and training <p>An oral presentation of the implementation report and subsequent documents to the client is required. A soft copy in word format and PDF as well as three (3) hard copies are further required.</p> | <ul style="list-style-type: none"> • Engagement with client. • Stakeholder engagement • Identify and source documents |

7.4. Overarching

| Activities | Information & Data Sources |
|------------|----------------------------|
|------------|----------------------------|



| | |
|---|--|
| <p>The objective of this phase is to:</p> <ul style="list-style-type: none"> • Ensure compliance with PFMA, Treasury, policy and other sector requirements • Leveraging of additional resources for enhanced development impact • Knowledge management <p>An oral presentation of the overarching report and subsequent documents to the client is required. A soft copy in word format and PDF as well as three (3) hard copies are further required.</p> | <ul style="list-style-type: none"> • Engagement with client. • Stakeholder engagement • Identify and source documents |
|---|--|

7.5. Close out

| Activities | Information & Data Sources |
|--|----------------------------|
| <p>The objective of this phase is to:</p> <ul style="list-style-type: none"> • Close out and handover all documents and information to the Client <p>An oral presentation of the close-out report and subsequent documents to the client is required. A soft copy in word format and PDF as well as three (3) hard copies are further required.</p> | |

8. REPORTING REQUIREMENTS

Apart from the particular reports required in terms of the above brief, the PRT may be required to prepare, or contribute to adhoc reports on specific aspects of the programme and/or project. Furthermore, the PRT shall submit monthly cost reports to the Employer showing expenditure in respect of both the Service Provider's appointment together with the anticipated expenditure to the end of the financial year in question.

9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The PRT shall take cognizance of, and adhere to, all applicable national and international standards, regulations and best practise in the execution of his own work. International standards should only be used where no national standards, regulations and best practise exist, or where it is the norm to use or refer to such international standards, regulations and best practise.



10. APPROVALS

The PRT shall be responsible for obtaining the following approvals:

- Approval of the project implementation plan/ programme from the Employer,
- Approval for the employment of specialist sub-consultants from the Employer.
- Approval of relevant plans/documents by relevant Local Authorities, etc.
- Approval of the Principal Consultant and Engineers Representative from the Employer.

Notwithstanding any approval received from the Employer, the PRT shall remain responsible for all work carried out by the Service Provider/s and its sub-consultant/s in terms of this contract.

11. TIME FRAMES

The estimated programme duration will be **two (02) years**, which shall be subject to the approved implementation programme by the Department. The PRT shall therefore submit a comprehensive and detailed programme level implementation plan to ensure that the deliverables are met.

The selected PRT is expected to commence the assignment upon appointment **and** submit a revised programme implementation plan fourteen **(14) calendar days after inception date** for input and comments of the Employer and other stakeholders.

12. REFERENCE DATA

On appointment, the PRT shall be provided with all reports and studies previously conducted in respect to the project.

13. FORMAT OF COMMUNICATION

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format and/or electronically. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted in electronic format (e-mail). All contract documents submitted for approval shall be in hardcopy and/or electronic format.



14. PROJECT MEETINGS

The PRTs shall convene and attend the following, but not limited to:

- Monthly management and/or programme meetings
- Monthly Steering Committee meetings
- Adhoc community meetings
- Adhoc Client meetings

The Service Provider shall be represented at these meetings by at-least the Project Leader and three (3) other programme and project staff of the consultant. The specialist and key personnel will attend these meetings as required.

15. PROPOSED KEY PERSONNEL

The personnel as listed may not be changed for the project duration without prior notice to the Client, CV and certified qualifications and registrations with the relevant professional bodies must be attached for each key team member.

The PRT shall maintain the involvement of the following key personnel during the existence of this contract:

- Programme Manager and Team Leader (Pr. Eng./Tech) Registered with SACPCMP
- Professional Urban Designer (Pr. UD /Pr. Pln/ Pr. Arch) registered with SACPLAN or SACAP.
- Professional Civil Engineer or Technologist (Pr. Eng./Tech) Registered with ECSA
- Professional Electrical Engineer or Technologist (Pr. Eng./Tech) Registered with ECSA
- Professional Town and/or Regional Planner (Pr. Pln) registered with SACPLAN.
- Professional Environmental Practitioner/Environmentalist (Pr. Nat. Sci) registered with SACNASP.
- Professional GISc Practitioner or Technologist (Pr. GISc or Tech) registered with SAGC.
- Legal Practitioner with Valid Admission as Conveyancer **and** Attorney in High Court of South Africa.
- A Development/Social facilitator, who has experience in managing community participation and stakeholder management with master planning & precinct development projects.

Should it become necessary to replace any of the key personnel listed at the time of tender or during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer.



16. COSTING

The appointed teams responding to these terms of reference must detail the cost implications including cash flow projections for the duration of the assignment (i.e. in terms of outputs and progress payments). The costs must detail all-inclusive of VAT at 15%.

The appointed teams will be paid or remunerated according to the tendered completed pricing schedule. The remuneration or payment for services rendered, shall only be executed by Employer when deliverables documentation, certificates and/or proof of evidence for such claim has been submitted to Employer and accepted.

The appointed teams shall submit interim claims for payment (invoices), as the work in terms of this contract progresses on a monthly basis. All interim claims must be accompanied by an original tax invoice. Payments will be processed within 30 days of the date on the tax invoice.

17. EMPLOYER'S RIGHT TO RECOVER COSTS

The Employer reserves the right to recover, by way of a deduction from any amount due to the PRT, any additional cost which the Employer incurs arising out of non-performance/negligence of the PRT, subject to the limitations of liability as specified in other sections.

18. EVALUATION METHODOLOGY

The evaluation of bids will be done in terms of the Public Finance Management Act (PFMA), the GDHS Supply Chain Policy (SCM Policy for Infrastructure Procurement and Delivery Management) and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential Procurement Regulations, 2022.

The evaluation of bids will be done in two stages as follows: **Administrative Compliance, Mandatory Compliance, Functionality Evaluation and Preference Point System**. During these stages, bids that do not meet the Mandatory Compliance requirements will be disqualified and will not be considered for further evaluation on Functionality. Bids that do not meet the minimum threshold during the Functionality Evaluation will be disqualified and will not be considered for the 2nd Stage which is Preference Point System (Price and Specific Goals).

The bid will be evaluated in the two stages stated below:

- Stage 1A: Administrative compliance
- Stage 1B: Mandatory Compliance
- Stage 1C: Functionality



- Stage 2: Price and Preference (Specific Goals).

STAGE 1A: ADMINISTRATIVE COMPLIANCE

Administrative compliance comprises of checking if bidders have complied with the requirements as listed below:

Non-compliance will not result in the bidder being disqualified.

- Duly Complete, sign and submit all (Standard Bidding Documents) SBD documents:
 - SBD 1 – Invitation to bid.
 - SBD 6.1 – Preference Points Claim Form.
- Valid SARS Tax compliance status TCS pin
- Proof of registration with Central Supplier Database
- Company CIPC registration documents
- Company profile
- Certified copies of IDs for Member/Directors
- Valid B-BBEE Certificate or valid Sworn Affidavit.
- Company profile

NOTES:

- Bidders qualifying as Exempted Micro Enterprise (EME) or Qualifying Small Enterprises (QSE) can submit a valid Sworn Affidavit (DTIC) or B-BBEE Certificate issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the DTIC, which serves as an Affidavit
 - *Sworn Affidavits must be signed and dated by the Deponent and attested to by a Commissioner of Oaths, in line with the Justices of the Peace and Commissioners of Oaths Act of 1963 and prescribed by the B-BBEE Codes of Good Practice*
 - *Sworn Affidavit must be signed by a Commissioner of Oath on the same date as the Deponent.*
- Only valid B-BBEE Status Level Verification Certificates, issued by agencies accredited by SANAS will be accepted.
- In case of a Consortium/ Joint Venture (JV), all bidders must submit a valid consolidated B-BBEE Status Level Verification Certificate, issued by an agency accredited by SANAS will be accepted. Sworn Affidavit for a Consortium/JV will NOT be accepted.
- All Consortium/JV proposals must include the individual companies / parties information for the above documents (where applicable).



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- The Department will not accept any **copy of a certified copy**, all certified copies should have the original stamp of certification and the date must not be older than six months from the closing date of the tender.
- All certificates and/or sworn affidavits, certified as a “**true copy of the original**”, must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act of 1963 and its Regulations (as promulgated in Government Notice GNR 1258 of 21 July 1972)

STAGE 1B: MANDATORY COMPLIANCE

Bidders must fully complete and submit all mandatory returnable documents for compliance as listed below, failing which they will be disqualified from further evaluation.

- a) Originally signed and stamped compulsory briefing session certificate.
- b) Completed Bid Price (SBD3.3) and fully completed Annexure A -Price Schedule provided. Note, the total bid price of the pricing schedule should be the same as per the SBD 3.3
- c) Fully completed and signed Bidder's Disclosure Form (SBD4).
- d) A valid Professional Indemnity (PI) cover from a reputable insurance company must be submitted OR confirmation of eligibility/letter of intent for professional indemnity (PI) from a reputable insurance company providing cover must be submitted. The minimum cover must be R20 million. In case of Consortium/JV – A bidder must submit proof of a minimum R20 million Professional Indemnity Insurance cover in name of the lead partner.
- e) In case of Consortium/JV, proof of a valid agreement signed by all parties to the agreement indicating the lead partner and revenue (percentage) split of the parties.
- f) Qualifications and CVs of All Key Personnel and Proof of valid and active Professional Registration where applicable.
 - The Department will not accept any copy of a certified copy, all certified copies should have the original stamp of certification, and the date must not be older than six (06) months from the closing date of the tender. Failure to provide the full complement of the key personnel shall result in the submission not being considered for functionality evaluation.
 - Bidders are not allowed to have one Professional (person) involved in more than one area of expertise/personnel.
 - CVs to clearly indicate each project start and end dates to link experience.
 - Should the bidder provide multiple key personnel per discipline – it must be noted that it is mandatory for all the key personnel to comply 100% to the



requirements in terms of submission of PoE. Should one key personnel in the category not be able to comply 100% that will result in the bidder being disqualified.

- g) Bidders are required to demonstrate the capacity for the following key personnel in the table below. The composition of the PRT in undertaking the scope of work must comply with the following skills base but shall not be limited to these, in the case of specialist investigations.

| | Key Resource/ Expert | Sub-Category of Service |
|---|-----------------------------------|---|
| 1 | Programme Manager and Team Leader | Programme leadership, management and coordination |
| 2 | A Professional Urban Designer | Urban Design Services |

| Profession | Evaluation Indicators |
|--|--|
| Programme Manager and Team Leader | Qualifications NQF Level 7 and Above in Construction Management/ Programme Management/Project Management <i>NB: Attach a valid SAQA verification certificate for foreign qualifications</i> |
| | Professional Registration Valid Professional Registration – SACPCMP as PrCPM |
| | Experience of the Key Personnel Minimum 7 years' post qualification experience in the coordination, planning, project preparation, and project management of the delivery infrastructure projects. |
| Urban Designer | Qualifications NQF Level 8 and Above in Urban Design. <i>NB: Attach a valid SAQA verification certificate for foreign qualifications</i> |
| | Professional Registration Valid Professional Registration –SACPLAN/SACAP |
| | Experience of the Key Personnel Minimum 5 years' post qualification experience in the Urban Design field |



The GDHS reserves the right not to utilise all the resources at the same time. The proposers are required to submit fixed tender rates inclusive of all administrative overheads/costs and disbursements for the duration of the contract period. The successful teams will be paid on deliverables of work assigned and appropriately executed.

STAGE 1C FUNCTIONALITY

The description of the quality criteria and the maximum possible score for each is shown in the table below. The minimum threshold for each bidder is **70 points**. Bidders who fail to meet the minimum threshold will be disqualified from further evaluation.

| Category | Sub Criteria | Total Score |
|---|---|-------------|
| TRACK RECORD OF THE BIDDING ENTITY | <p>Completed projects in line with programme and/or project management, this includes (Bidders must submit proof of similar work done in the areas listed below:</p> <p>A signed Appointment (Letter, PO, Works Order, Contract) AND a signed Corresponding (Practical Completion/ Completion certificate /Reference Letter) will be required for each Project as proof of Work Done.</p> <p>Where one set of Appointment/Completion Corresponds to multiple Projects or to Multiple Areas of Work, this must be clearly indicated.</p> <p>Panel Appointment Letters will not be accepted without accompanied Task Orders/Similar:</p> <ul style="list-style-type: none"> • PMO technical support capacity - 1 letter minimum (5 points) • Master planning and/or precinct planning – 1 letter minimum (5 points) • Bulk and/or reticulation infrastructure projects (Sewer/Water) - 1 letter minimum (3 points) | 31 |



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| | <ul style="list-style-type: none"> • Bulk and/or access and/or internal infrastructure projects (Roads/Stormwater) - 1 letter minimum (3 points) • Bulk and/or reticulation infrastructure projects (Electrical) - 1 letter minimum (3 points) • Environmental projects - 1 letter minimum (3 points) • GIS/Mapping projects - 1 letter minimum (3 points) • Land claims/ Conveyancing/ property transfer projects - 1 letter minimum (3 points) • Social facilitation projects – 1 letter minimum (3 points) <p>Appointment Letters and Completion certificate /Reference Letter to have contactable references for verification purposes.</p> <p>In the case of subconsultant experience bidders are required to submit subconsultant agreements for each subconsultant company to link letters of experience with bidding entity.</p> | |
| METHODOLOGY AND PROGRAMME IMPLEMENTATION PLAN | <p>The methodology and programme plan must outline the important issues that are required in the implementation of URP (human resource clearly indicated and their role).</p> <p>On a Gantt Chart:</p> <ul style="list-style-type: none"> (i) a detailed programme implementation plan, including key personnel linked to the timeframes (ii) time-bound and realistic milestones related to the forecasted project duration <p>On the methodology:</p> <ul style="list-style-type: none"> (i) clearly indicate and demonstrate understanding of: industry and municipal standards, and | 30 |



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| | (ii) clearly indicate and demonstrate understanding of: articulates relevant regulations critical for development (iii) indicating detailed role and contribution of key personnel | |
| | The methodology and programme implementation plan meets any five (5) points | 30 |
| | The methodology and programme implementation plan meets any four (4) points | 25 |
| | The methodology and programme implementation plan meets any three (3) points | 20 |
| | The methodology and programme implementation plan meets any two (2) points | 15 |
| | The methodology and programme implementation plan meets only one (1) point | 10 |
| SOCIAL FACILITATION PLAN | Detailed social facilitation implementation approach including: (i) a detailed implementation plan (ii) time-bound and realistic milestones related to the forecasted programme duration with regards to public participation, local SMME's and labour which encourage the adoption of labour-intensive methods. (iii) clearly indicate and demonstrate understanding of: industry and municipal standards, and (iv) clearly indicate and demonstrate understanding of: articulates relevant regulations critical for development | 25 |
| | The social facilitation plan meets all four (4) points | 25 |
| | The social facilitation plan meets all three (3) points | 20 |
| | The social facilitation plan meets any two (2) points | 15 |
| | The social facilitation plan meets only one (1) point | 10 |
| | No social facilitation plan | 0 |
| CAPACITY OF KEY PERSONNEL | - The personnel as listed may not be changed for the project duration without prior notice to the Client, CVs and certified qualifications and registrations with the | 14 |



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| | <p>relevant professional bodies must be attached for each key personnel.</p> <p>-Bidders are not allowed to have one Professional (person) involved in more than one area of expertise/personnel.</p> <p>-CVs to clearly indicate each project start and end dates to link experience.</p> | |
| Civil Engineer | <p>Qualifications NQF Level 7 and Above in Civil Engineering.</p> <p><i>NB: Attach a valid SAQA verification certificate for foreign qualifications</i></p> <p>Professional Registration Valid Professional Registration – ECSA as Pr.Eng or Pr.Tech Eng</p> <p>Experience of the Key Personnel Minimum 7 years' post qualification experience in the planning, design and project supervision of the delivery of civil infrastructure projects.</p> | 2 |
| Electrical Engineer | <p>Qualifications NQF Level 7 and Above in Electrical Engineering.</p> <p><i>NB: Attach a valid SAQA verification certificate for foreign qualifications</i></p> <p>Professional Registration Valid Professional Registration – ECSA as Pr.Eng or Pr.Tech Eng</p> <p>Experience of the Key Personnel Minimum 7 years' post qualification experience in the planning, design and project supervision of the delivery of electrical infrastructure projects.</p> | 2 |
| Town Planner | <p>Qualifications NQF Level 7 and Above in Town and/or Regional Planning</p> | 2 |



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|--|--|----------|
| | <i>NB: Attach a valid SAQA verification certificate for foreign qualifications</i> | |
| | Professional Registration Valid Professional Registration – SACPLAN as PrPln | |
| | Experience of the Key Personnel Minimum 7 years' post qualification experience in the Town and/or Regional Planning field | |
| Legal Practitioner | Qualifications NQF Level 7 and Above Legal Studies <i>NB: Attach a valid SAQA verification certificate for foreign qualifications</i> | 2 |
| | Professional Registration Valid Admission as Conveyancer and Attorney in High Court of South Africa. | |
| | Experience of the Key Personnel Minimum 5 years post admission experience as an Attorney and Conveyancer. Experience in property law | |
| Environmentalist / Environmental Practitioner | Qualifications NQF Level 7 and Above in Environmental Science/Management <i>NB: Attach a valid SAQA verification certificate for foreign qualifications</i> | 2 |
| | Professional Registration Valid Professional Registration – SACNASP as a Professional Natural Scientist (Environmental Science) | |
| | Experience of the Key Personnel Minimum 7 years' post qualification experience in the Environmental Management/Science field | |
| GIS Specialist | Qualifications NQF Level 7 and Above in Geographical Information Systems or equivalent <i>NB: Attach a valid SAQA verification certificate for foreign qualifications</i> | 2 |
| | Professional Registration | |
| | | |



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| | Valid Professional Registration – SAGC as PrGISc Practitioner or Technologist | |
| | Experience of the Key Personnel Minimum 7 years' post qualification experience in GIS field | |
| Development/Social Facilitator | Qualifications NQF Level 7 and Above in Development/Social Studies <i>NB: Attach a valid SAQA verification certificate for foreign qualifications</i> | 2 |
| | Experience of the Key Personnel Minimum 7 years' post qualification experience in the Development / Social Facilitation management on infrastructure programmes | |
| Min Threshold | | 70 |
| TOTAL | | 100 |

NOTE:

- The Department reserves the right to verify the validity of all supporting documents.
- The department will not accept any copy of a certified copy, all certified copies should have the original stamp of certification and the date must not be older than six months from the closing date of a tender.

STAGE 2: PRICE AND PREFERENCE (SPECIFIC GOALS)

A preferential point system shall apply whereby a contract will be allocated to a Tenderer in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Procurement Policy of Gauteng Department of Human Settlements. The preference procedure for evaluation of responsive Tender offers shall be the 80/20 preference and specific goal system, being a maximum of 80 points for price and a maximum of 20 points for specific goals.

Specific goals for the tender and points are indicated as per table below:



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| SPECIFIC GOAL | ACHIEVEMENT LEVEL | Number of points allocated (80/20 system) | Number of points claimed (80/20 system) |
|--|---------------------------|---|---|
| Persons historically disadvantaged on the basis of Gender | 100% woman ownership | 6 | |
| | 75% - 99% woman ownership | 5 | |
| | 60% - 74% woman ownership | 3 | |
| | 51% - 59% woman ownership | 2 | |
| | 0 – 50% woman ownership | 0 | |

| SPECIFIC GOAL | ACHIEVEMENT LEVEL | Number of points allocated (80/20 system) | Number of points claimed (80/20 system) |
|---|---------------------------|---|---|
| RDP Programme – Empowerment of Youth | 100% youth ownership | 8 | |
| | 75% - 99% youth ownership | 6 | |
| | 60% - 74% youth ownership | 4 | |
| | 51% - 59% youth ownership | 2 | |
| | 0 – 50% youth ownership | 0 | |



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| SPECIFIC GOAL | ACHIEVEMENT LEVEL | Number of points allocated (80/20 system) | Number of points claimed (80/20 system) |
|--|-------------------------|---|---|
| Persons historically disadvantaged on the basis of Disability (PwD) | 100% PwD ownership | 6 | |
| | 75% - 99% PwD ownership | 5 | |
| | 60% - 74% PwD ownership | 3 | |
| | 51% - 59% PwD ownership | 2 | |
| | 0 – 50% PwD ownership | 0 | |

Bidders are required to submit documents as listed below as proof of ownership to score points on specific goals:

Women Equity

- Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC)
- Valid B-BBEE Certificate or valid Sworn Affidavit.
- a certified copy of the ID-document(s) of Director(s).

Youth Equity

- Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC)
- Valid B-BBEE Certificate or valid Sworn Affidavit.
- a certified copy of the ID-document(s) of Director(s).

People Living with Disabilities

- Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC)
- Valid B-BBEE Certificate or valid Sworn Affidavit.
- A certified copy of the ID-document(s) of Director(s).
- A certified declaration from a medical doctor certifying the degree of disability



Guidance on valid B-BBEE Certificates and/or valid Sworn Affidavits to substantiate preference points claims

- a) Valid B-BBEE Certificate issued by a SANAS accredited agency
- b) Bidders qualifying as EME/QSE can submit a valid Sworn Affidavit (DTIC) or B-BBEE Certificate issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the DTIC, which serves as an Affidavit
 - *Sworn Affidavits must be signed and dated by the deponent and attested to by a Commissioner of Oaths, in line with the Justices of the Peace and Commissioners of Oaths Act of 1963 and prescribed by the B-BBEE Codes of Good Practice*
- c) Any Consortium or JV must submit a valid consolidated B-BBEE Certificate issued by a SANAS accredited agency. No sworn affidavit will be accepted for a Consortium or JV.
- d) All certificates and/or sworn affidavits, certified as a **“true copy of the original”**, must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act of 1963 and its Regulations (as promulgated in Government Notice GNR 1258 of 21 July 1972)
- e) The Department is requesting the B-BBEE credentials in order to validate and evaluate the points claimed by the Bidder based on the Specific Goals outlined in this tender document and the (Pref00) / (SBD 6.1).
- f) The Department cannot solely rely on the CSD Report as the CSD Report states:
 - *“BBBEE - CSD does not automatically verify all certificate information with the various accreditation bodies. Organs of State are required, where not automatically verified by CSD, to manually verify this information with the applicable accreditation body as per current policies and procedures. Expired certificate information do not reflect on the report.”*

19. BRIEFING SESSION

A briefing session will be held at the date and venue stipulated in tender document. Attendance of the briefing session is compulsory and failure to attend will result in a disqualification.

20. REQUIREMENTS TO OBSERVE STATUTES, LAWS AND STANDARDS

- i. The proposed milestones and activities should be aligned with the Gauteng 2030 vision underpinned by the District Development Model (2019), National Development Plan (2011); Gauteng City Region Model (2018).



ii. Notwithstanding the guidelines recommended in the clause above, the PRT shall in the provision of the services observe all relevant statutes, by-laws and associated regulations, standards of professional conduct and industry norms established in relevant national or international standards, standards recommended by professional associations or GDHS policies, methods or procedures. This includes but no limited to:

- Planning Profession Act, 2002 (Act No. 36 of 2002)
- Engineering Profession Act, 2002 (Act No. 46 of 2002)
- Architectural Profession Act, 2002 (Act No. 44 of 2002)
- Occupational Health & Safety Act, 1993 (Act No. 85 of 1993)
- Natural Scientific Professions Act, 2003 (Act No. 27 of 2003)
- National Environmental Management Act, 1998 (Act No. 107 of 1998)
- Geomatics Professions Act, 2013 (Act No. 19 of 2013)

iii. The PRT shall exercise due care, skill, diligence and economy in the provision of services. The Service Provider shall also advise the Department if any of the proposed/ recommended guidelines be improved.

21. GENERAL

Technical Enquiries:

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Supply Chain Management Related Enquiries:

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Annexure A

22. PRICING SCHEDULE

Table 1: Pricing schedule

| PRICING SCHEDULE | | | | |
|--|-----------------|-------------|---------------------------------------|--|
| PROGRAMME MANAGER, CIVIL ENGINEER, ELECTRICAL ENGINEER, URBAN DESIGNER, TOWN/REGIONAL PLANNER, ENVIRONMENTAL PRACTITIONER, GIS SPECIALIST, LEGAL SPECIALIST, DEVELOPMENT/SOCIAL FACILITATOR The pricing proposal of each stage shall be deemed to include all disciplines required to execute the contract scope of works (e.g. architecture, civil, electrical, project management, quantity surveying, land surveying, environmental management, occupational health and safety, profit and other obligations arising out of the conditions of contract) | | | | |
| Latest fees cost estimate (Incl. VAT) | | Unit | Percentage of fees tendered by Bidder | Financial Offer by Bidder (VAT excluded) |
| N/A | | % |% | R |
| Description/Breakdown | Quantity | Unit | Rate | Amount |
| Initiation | 1 | Sum | R | R |
| Planning | 1 | Sum | R | R |
| Implementation | 1 | Sum | R | R |
| Overarching | 1 | Sum | R | R |
| Close Out | 1 | Sum | R | R |
| <u>TOTAL FINANCIAL OFFER FOR PRT (VAT EXCLUDED) (Carried forward to final summary: Table 2)</u> | | | | R |



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Table 2: Final Summary

| PRICING SCHEDULE | |
|-------------------------------|--------|
| FINAL SUMMARY | |
| PROFESSIONAL SERVICE | AMOUNT |
| 1. Professional Services Fees | R |
| 2. Disbursements costs | R |
| Sub-total | R |
| Add VAT @ 15% | R |
| <u>TOTAL PRT FEES</u> | R |

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.

TABLE OF CLAUSES

1. Definitions
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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
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21. Delays in the supplier's performance
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23. Termination for default
24. Dumping and countervailing duties
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27. Settlement of disputes
28. Limitation of liability
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General Conditions of Contract

1. Definitions

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

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

- 11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or onsite, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied

by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

**24. Anti-dumping
and countervailing
duties and rights**

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

**25. Force
Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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| | (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 | <p>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</p> <p>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.</p> |
| 32. Taxes and duties | <p>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.</p> <p>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.</p> <p>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.</p> |
| 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 obligatio |

