



SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (THE HOUSING DEVELOPMENT AGENCY (HDA))				
BID NUMBER:	HDA/JHB/2022/019	CLOSING DATE:	19 MAY 2023	CLOSING TIME: 11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE REVIEW OF THE EASTERN CAPE PROVINCE MULTI-YEAR HUMAN SETTLEMENTS DEVELOPMENT PLAN (MYHSDP) FOR 2019 – 2024 MEDIUM-TERM STRATEGIC FRAMEWORK (MTSF)			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

THE HOUSING DEVELOPMENT AGENCY (HDA)			
BLOCK B, SECOND FLOOR			
1 MAXWELL ROAD			
MEGAWATT PARK, SUNNINGHILL			
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
		TCS PIN:	
		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	☐	A REGISTERED AUDITOR	
NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	SCM	CONTACT PERSON	Jerry Makofane
CONTACT PERSON	Jerry Makofane	TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Jerry.makofane@thehda.co.za
E-MAIL ADDRESS	Jerry.makofane@thehda.co.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. THE BID BOX IS GENERALLY OPEN DURING OFFICE HOURS, MONDAY TO FRIDAY, FROM 08H00 TO 16H00. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.								
2. TAX COMPLIANCE REQUIREMENTS								
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO							

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

THE HOUSING DEVELOPMENT AGENCY



TERMS OF REFERENCE

BID NO.: HDA/JHB/2022/019

**APPOINTMENT OF A SERVICE PROVIDER FOR THE REVIEW OF THE
EASTERN CAPE PROVINCE MULTI-YEAR HUMAN SETTLEMENTS
DEVELOPMENT PLAN (MYHSDP) FOR 2019 – 2024 MEDIUM-TERM
STRATEGIC FRAMEWORK (MTSF)**

CLOSIN DATE: 19 MAY 2023

CLOSING TIME: 11HAM

NAME OF BIDDER: _____

PHYSICAL ADDRESS: _____

TEL NUMBER: _____

E-MAIL ADDRESS: _____

TABLE OF CONTENTS

HEADING NUMBER	HEADING	PAGE NUMBER
1.	Very Important Notice on Disqualification	3
2.	Bid Notice and Invitation to Bid	4
3.	Bid Evaluation	5
3.1.	Stage 1 – Functionality	6
3.2.1.	Experience of the Bidder	6
3.2.2.	Key Personnel Qualifications and Experience	6
3.2.3.	Methodology	8
3.3.	Stage 2 – Financial Offer and Preference	9
4.	List of Returnable Schedules	11
4.1.	Schedule A – Certificate for Authority of Signatory	12
4.2.	Schedule B – Company Registration Certificates	16
4.3.	Schedule C – Functionality Evaluation	17
5.	Pricing Instruction	20
6.	Activity Schedule	21
7.	Fee Structure	22
8.	Project Information	23
8.1.	Introduction	23
8.2.	Background	23
8.3.	Objectives	24
8.4.	Scope of Works	24
9.	Project Duration	27
	Annexure A	28

1. VERY IMPORTANT NOTICE ON DISQUALIFICATION

A Bid not complying with the peremptory requirements stated hereunder and in the Bid document, will be regarded as being a not **“Acceptable Bid”** and as such will be rejected.

“Acceptable Bid” means any bid which, in all respects, complies with the conditions of Bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act No. 5 of 2000, revised Preferential Procurement Regulations (2022 Regulations) and related legislations.

1. Submit bid in the correct bid box;
2. Submit bid before closing date and time;

Furthermore, the bid will be considered as not acceptable if:

3. The bidder attempts to influence, or has in fact influenced the evaluation of the bid and/or the awarding of the contract;
4. The bidder during the last 5 years has failed to perform satisfactorily on a previous contract with any organ of state after written notice was given to that bidder that performance was unsatisfactory;
5. The bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
6. The bidder has abused the HDA's Supply Chain Management System.

Irrespective of the procurement process followed, no award may be given to a person:

- who is in the service of the state, or;
- if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state, or;
- who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.

2. BID NOTICE AND INVITATION TO BID

Suitable Service Providers, who are in good standing with the South African Revenue Services, are hereby invited to submit proposals for the following project:

Project Name	Bid No.	Evaluation Criteria	Enquiries
Appointment of a Service Provider for the review- of the Eastern Cape Province Multi-Year Human Settlements Development Plan for the 2019-2024 Medium-Term Strategic Framework (MTSF)	HDA/JHB/2022/019	• Functionality • Financial Offer and Preference	Mr. Jerry Makofane Tel: 011 544 1000

Bid documents (to be supplied at no cost to the bidder) can be downloaded from the HDA website www.thehda.co.za/tenders. Bids must be completed in accordance with the conditions and bid rules contained in the bid documents and be sealed, together with supporting documents, in an envelope or package clearly marked:

“Bid Number: HDA/JHB/2022/019: Appointment of a Service Provider for the review of the Eastern Cape Province Multi-Year Human Settlements Development Plan for the 2019-2024 Medium-Term Strategic Framework (MTSF)”

and be placed in a bid box located at the HDA

2nd Floor
Building B
Eskom Megawatt Park
Maxwell Drive
Sunninghill,

Document must be submitted not later than **19 May 2023** on or before 11H00AM, No faxed, e-mailed or late bids will be accepted.

Bidders' attention is specifically drawn to the provisions of the bid rules and evaluation criteria which are included in the bid document. The HDA may accept or reject any variation, deviation, bid offer, or alternative bid offer, and may cancel the bid process and reject all bids at any time before the formation of a contract. The HDA shall not incur any liability to a bidder for such cancellation and rejection but will give written reasons for such action upon request to do so. Bids may only be submitted on the Bid Document provided by the HDA.

All enquiries are to be directed to Mr. Jerry Makofane at 011 544 1000.

3. BID EVALUATION

The bids will be evaluated in two (2) stages, namely:

- Stage 1 : Functionality
- Stage 2 : Financial Offer and Preference

3.1. STAGE 1: FUNCTIONALITY

Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below, considering, among other factors, the quality, reliability, the technical capacity and ability of a Bidder. A Bid will not be evaluated further if it fails to meet the minimum threshold of total 70 points out of maximum 100 points for functionality as prescribed in the following table:

	CRITERIA	WEIGHTING/ POINTS
Leading Company and individual team members CV's	Points for allocation are as follows: • The Leading company must have experience in human settlements policy, research and development plans (10) • Any other company (5)	15
Level of Experience (CV's)	Related work of the lead company and work experience in relation to the scope of work and related professional field post qualification. Project Leader : Must be someone with over 10 years' experience in/within the Human Settlements (5) A Professional/Technical Town Planner as follows: (10) Points •10 years' experience and above =10 points •5-9 years' experience =5 points •3-4 years' experience = 3 points •1-2 years' experience = 2 points A Professional/ Technologist GIS Specialist as follows: (5) Points •10 years' experience and above =5 points •5-9 years' experience =3 points •3-4 years' experience =2 points •1-2 years' experience =1 point A Environmental Practitioner as follows: (5) Points •10 years' experience and above =5 points •5-9 years' experience =3 points •3-4 years' experience =2 points	30

	•1-2 years' experience =1 point A Professional/ Technologist Civil Engineer as follows: (5) Points •10 years' experience and above =5 points •5-9 years' experience =3 points •3-4 years' experience =2 points •1-2 years' experience =1 point Valid registration and signed CVs must be not older than 6 months from the closing date certificates with the relevant council for each profession should be submitted. Copies of relevant qualifications and professional registration must be certified copies not older 6 months and letter of intent in case where there is outsourcing of resources. Failure to submit the aforementioned will lead to zero points.	
Capacity	Demonstration of the skills and capacity in areas such as (IDP, MSP, SDF, Precinct Plans and Provincial Multiyear Human Settlement Development Plan relevant knowledge and experience ○ Company need to submit appointment letters in development plans preparations, Policy Development and other Human Settlement related development plans (20) • 1 -3 appointment letters = (10) • 4 -7 appointment letters = (15) • 10 & more appointment letters = (20) ○ Company has provided reference letters of similar work completed (10). • 1 -3 reference letters = (5) • 4 & more reference letters = (10)	30
Methodology	Demonstrate a clear conceptual and project understanding, activity programme, and realistic timeframes. (25) Work programme, plan and allocation of resources and tasks.(15) Meeting deliverables and timeframes (5) Proposed methodology (5)	25
TOTAL		100

3.2. STAGE 2 – FINANCIAL OFFER AND SPECIFIC GOALS

All responsive bids that qualify by meeting the minimum thresholds for functionality are then evaluated on the basis of price and specific goals in accordance with the 2022 Regulations of the

Preferential Procurement Policy Framework Act No. 5 of 2000. The points scored for functionality are not carried over or considered in the calculation of the Financial and Preference evaluation.

- (1) The following formula will be used to calculate the points out of 80 for price in respect of a tender value, inclusive of all applicable taxes:

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

Where

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration, and;

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

- (2) The following table must be used to calculate the score out of 20 for specific goals:
The following criteria will be used for point's allocation for price and specific goals compliance on 80/20 point system:-

Table 2 – Price and B-BBEE

CRITERIA	SUB-CRITERIA	WEIGHTING/ POINTS
Price	Detailed Budget Breakdown	80
Specific goal	Specific goals	20
Total		100

Price Evaluation: The evaluation for price will be done based on the following formula:

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\max}}{P_{\max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

$P_{\max}$ = Price of highest acceptable tender

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

Where

P_s = Points scored for price of tender under consideration

P_t = Rand value of offer tender consideration

$P_{\min}$ = Rand value of lowest acceptable tender

Specific Goals Evaluation: A bidder must submit proof or documentation to claim points for specific goals. A bidder failing to submit proof or documentation to claim points for specific goals will be interpreted to mean that preference points for specific goals are not claimed. The bidder may not be disqualified but will score 0 points out of 20 for specific goals.

9. POINTS AWARDED FOR SPECIFIC GOALS

9.1 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:

9.2 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 3: Specific goals for the tender and points claimed are indicated per the table below.

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

The Specific Goals allocated points in terms of this tender	Number of Points	Proof / Documentation required to Claim Points for Specific Goals
Size of Company (Maximum points = 7 points)		
• EME	7	CSD and Sworn Affidavit
• QSE	5	CSD and Sworn Affidavit
• GE or others	3	Letter from Auditors or Authorised person confirming annual turn over
Black Women Owned (Maximum points = 5 points)		
75% - 100%	5	CSD and Sworn Affidavit
51% - 74.99 -	3	CSD and Sworn Affidavit
Below 51%	1	CSD and Sworn Affidavit
Historically Disadvantaged South Africans* (maximum Points = 8)		
Youth (Maximum points 3)	3	CSD
HDSA	2	CSD and Sworn Affidavit
Disabled People	3	CSD and Sworn Affidavit

*Historically disadvantaged South Africans refers to any person, category of persons, or communities disadvantaged by unfair discrimination before the constitution of the Republic of SA, 1993 (ACT No. 2000 of 1993 come into operations.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Size of Company (7)		

• EME	7	
• QSE	5	
• GE	3	
Black women (5)		
75% - 100%	5	
51% - 74.99%	3	
Below 51%	1	
Historically Disadvantaged South Africans* (maximum Points = 8)		
Youth	3	
HDSA	2	
Disabled	3	

- (3) The points scored must be rounded off to the nearest two decimal places.
- (4) The contract will be awarded to the tenderer scoring the highest points.
- (5) (a) If the price offered by a tenderer scoring the highest points is not market related, the HDA may not award the contract to that tenderer.
(b) The organs of state may:
- I. negotiate a market-related price with the tenderer scoring the highest points or cancel the tender.
 - II. if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender.
 - III. if the tenderer scoring the second highest points does not agree to a market-related price negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the HDA must cancel the tender.

4. LIST OF RETURNABLE SCHEDULES

The bidder must complete the following returnable schedules for evaluation purposes:

- Schedule A : Certificate of Authority of Signatory
- Schedule B : Company Registration Details
- Schedule C : Functionality Evaluation

4.1. SCHEDULE A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) JOINT VENTURE	(IV) PARTNERSHIP	(V) SOLE PROPRIETOR

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated.

(I) CERTIFICATE FOR COMPANY

I, _____ chairperson of the Board of
Directors of _____,
hereby confirm that by resolution of the Board (copy attached) taken on _____ 20____,
Mr/Ms _____
acting in the capacity as _____,
is authorized to sign all documents in connection with the Bid No. _____,
and any contract resulting from it, on behalf of the company.

Chairman : _____

Witness (1) : _____ Witness (2) : _____

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as

to sign all documents in connection with the Bid No. _____
and any contract resulting from it, on our behalf.

[illegible]

Note: This certificate is to be completed and signed by all key members upon whom rests the directions of the affairs of the Close Corporation as a whole.

Mr/Ms _____,

authorized signatory of the Joint Venture _____

_____ acting in the capacity of lead partner, to sign all documents in connection with the

Bid No. HDA/JHB/2022/019 and any contract resulting from it, on our behalf. This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Name
		Signature
		Designation
		Name
		Signature
		Designation
		Name
		Signature
		Designation

Note: This certificate is to be completed and signed by all the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(IV) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as _____

hereby authorise Mr/Ms _____,

acting in the capacity of _____

to sign all documents in connection with the Bid No. HDA/JHB/2022/019 and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all key members upon whom rests the direction of the affairs of Partnership as a whole.

(V) CERTIFICATE FOR SOLE PROPRIETOR

I, _____,

hereby confirm that I am the sole owner of the business trading as _____

Signature of Sole Owner : _____

Date : _____

Witness (1) : _____

Witness (2) : _____

4.2. SCHEDULE B: COMPANY REGISTRATION DETAILS

The Bidder must provide Company Registration details on the space provided below and attach Certificates as proof of Registration. Copies of IDs of Directors must also be attached.

NAME OF COMPANY : _____

COMPANY REGISTRATION NUMBER : _____

NO. OF DIRECTORS/SHAREHOLDERS : _____

The space below must be used in the case of Joint Venture or partnership.

1. NAME OF COMPANY : _____

CO. REGISTRATION NUMBER : _____

NO. DIRECTORS/SHAREHOLDERS : _____

2. NAME OF COMPANY : _____

CO. REGISTRATION NUMBER : _____

NO. DIRECTORS/SHAREHOLDERS : _____

3. NAME OF COMPANY : _____

CO. REGISTRATION NUMBER : _____

NO. DIRECTORS/SHAREHOLDERS : _____

4. NAME OF COMPANY : _____

CO. REGISTRATION NUMBER : _____

NO. DIRECTORS/SHAREHOLDERS : _____

5. NAME OF COMPANY : _____

CO. REGISTRATION NUMBER : _____

NO. DIRECTORS/SHAREHOLDERS : _____

4.3. SCHEDULE C: FUNCTIONALITY EVALUATION

The following forms must be completed to determine the functionality evaluation.

RELATED EXPERIENCE OF BIDDER
(NB: This schedule is used in evaluating Functionality)

The Bidder shall list below or in a separate schedule a statement of those works/services of similar nature, i.e., **Multi-Year Human Settlements Development Plan Municipal Housing Sector Plan, Municipal Spatial Development Framework, Municipal Integrated Development Plans**, which they have satisfactorily completed in the past five years. Information must be provided in the format provided below. It is essential that telephone contact details of references be supplied.

Please Note : Copies of Appointment Letter and Employer's Reference Letter for each Project must be attached as proof.

PROJECT NAME	PROJECT VALUE	COMPLETION DATE	CONTACT PERSON

NB: Please attach separate page if space provided is not sufficient.

SIGNATURE: _____ DATE: _____
(Authorised Person)

LIST OF KEY PERSONNEL

(NB: This schedule is used in Evaluating Functionality)

The Bidder shall attach hereto a shortened CV (with certified copies of required certificates) for each key personnel available to work on the project in the Categories of **Project Manager, Project Coordinator, Project Administrator**.

The Bidder shall list below the key personnel to be used on this project.

NAME	POSITION	QUALIFICATIONS	YEARS OF EXPERIENCE
	Project Manager		
	Project Coordinator		
	Project Administrator		

SIGNATURE: _____ DATE: _____
(Authorised Person)

5. PRICING INSTRUCTIONS

The Bidder must take note of the following Pricing Instructions when completing the Activity Schedule:

- The Bidder must study or refer to Scope of Works when completing the Activity Schedule.
- The Bidder is to allocate a maximum lump sum bid to each item in the Activity Schedule.
- The bidder to submit Project Implementation Plan with cost breakdowns that outline how the project will be executed.
- Activities must be completed to the satisfaction of the client and invoiced on completion of each activity.
- The bid and the total price for each activity may not be exceeded.
- The amounts inserted in the Activity Schedules are deemed to include for all expenses, costs, profit, general obligations etc., necessary to carry out the professional services described in the various documents.
- Amounts due to the Service Provider shall be paid by the client within thirty (30) days of receipt of correct or corrected relevant invoices.
- The Client reserves the right, by giving written notice to the Bidder, to stop the progress of a project stage at any time. Should the Client exercise this right, the client will pay the Bidder for work done and expenses incurred only up to the time that the notice was given.

6. ACTIVITY SCHEDULE

The activity schedule must be completed in full and as described in the pricing instructions. Please refer to the Scope of Works when completing the schedule.

The table below outlines project phases and milestones and should be used as a guide for pricing of the project:

PHASES	MILESTONES	BUDGET
Phase 1: Project Inception & Team establishment	Project Inception report. Methodology, expected outputs, deliverables, and timeframes.	10%
Phase 2: Status Quo analysis of 2014-19 MYHSDP	Report incorporating the analysis of the 2019-2024 MYHSDP	25%
Phase 3: 1 st Draft of the reviewed 2019-24 MYHSDP	1 st Draft of the reviewed MYHSDP (2019-2024) containing findings and analysis with preliminary conclusions, proposals, and recommendations in respect to the scope of work.	20%
Phase 4: 2 nd Draft of 2019-24 MYHSDP	2 nd Draft MYHSDP (2019-2024) incorporating feedback and comments on first draft, findings and analysis with preliminary conclusions, proposals, and recommendation in respect to the scope of work.	25%
Phase 5: Final 2019-24 MYHSDP	Final MYHSDP (2019-2024) incorporating feedback and comments from all affected and interested parties.	15%
Phase 6: Project Close-out Report	Close out report incorporating, but not limited to the following: - Approach and methodology - Project Phasing - Summary - Minutes of meetings and attendance registers.	5%

7. FEE STRUCTURE

Please complete the table below by providing amount for each phase as elaborated above:

ITEM	BUDGET (%)	AMOUNT
Phase 1	10%	
Phase 2	10%	
Phase 3	40%	
Phase 4	20%	
Phase 5	15%	
Phase 6	5%	
Sub-Total		
Vat @ 15%		
TOTAL		

NAME OF BIDDER : _____

AUTHORIZED SIGNATURE : _____

DATE : _____

8. PROJECT INFORMATION

8.1. INTRODUCTION

The Housing Development Agency (HDA) is a national public development agency that promotes sustainable communities by making well-located land and buildings available for the development of human settlements. As its primary activity, the HDA assembles state, private and communal land, and buildings and releases it for development. Also, the HDA provides project delivery support services to organs of state at local, provincial, and national levels.

As part of its legislative mandate, Section 7 of the Housing Development Agency Act, (Act No. 23 of 2008) requires the Agency to, amongst others, undertake any processes relating to approvals required for housing development, prepare the necessary documentation for consideration and approval by the relevant authorities, monitor progress of the development of immovable property acquired to create sustainable human settlements.

The Department of Human Settlements, in line with the National Development Plan 2030 vision, aims to achieve measurable progress towards breaking apartheid spatial patterns with significant advances made towards retrofitting existing settlements offering the majority of South Africans access to adequate houses, better living environments with affordable services, within an equitable and functional residential property market. In Eastern Cape, the HDA signed a Medium-Term Operational Plan Agreement with the Eastern Cape Department of Human Settlements. One of the objectives in the operational plan, is to strengthen planning over the multi-year period. The multi-year planning approach aims to ensure that projects and programmes are aligned to national and provincial strategic objectives. Through the Multi-Year Human Settlements Development Plan (MYHSDP), the department will be provided with a supply of sequenced ready-to-implement projects and a basis for annual and mid-term budgetary allocations and expenditure, as well as sustainable delivery performance. To achieve this objective, the HDA intends to utilize services of relevantly qualified and experienced professional service providers to develop the MYHSDP that will be aligned to the MTSF targets for 2019-2024.

8.2. BACKGROUND

The Multi-Year Human Settlement Development Plan is a 5- year spatial and fiscal planning document that is reviewed annually. It is aligned to the Medium-Term Strategic Framework (MTSF) 2019- 2024 and forms part of the Eastern Cape Department of Human Settlements' Annual Performance Plan (APP) and is statutory requirement as set out in the Housing Act, 1997 (Act No.7 of 1997).

To guide provinces in the development of the MYHSP, the National Department of Human Settlements has formulated and approved the framework for the development of the MYHSP. The development of the Eastern Cape Province MYHSP will be guided the approved framework.

8.3. OBJECTIVES

The objective of the service provider is to review the Eastern Cape Province 2019 – 2024 Multi-Year Human Settlements Development Plan and align it to the 2019 – 2024 MTSF targets; and update each of the eight sections detailed in the scope of work, as well as to populate the attached Annexure A.

8.4. SCOPE OF WORKS

The scope of works is guided by the approved Framework for the review of the MYHSDP which contain the following 8 sections:

SECTION 1: ALIGNMENT TO THE MANDATE

- a) List of documents used to review the MYHSDP;
- b) Provide a narrative on how the provincial MYHSDP is aligned to other plans i.e. Bulk infrastructure plans, Transport Plan, Housing Sector Plans etc.;
- c) Strategies and programmes (currently used, planned or under development);
- d) Description of provincial long-term vision and key development needs.

SECTION 2: HUMAN SETTLEMENTS AND MTSF

- a) Narrative on the past 5 years (2014 – 2019) performance of the human settlements environment;
- b) Illustrate how the province will make the shift from current way of doing business to achieving a foundation for the transforming of the functioning of human settlement making and to strengthen the space economy in the next 5 years;
- c) Indicate the trends and demands for Basic infrastructure, Residential infrastructure, community, social infrastructure, transportation, and sustainable development.

SECTION 3: MTSF OUTCOMES, OUTPUTS, AND IMPACTS

Complete the table attached as **Annexure A**.

SECTION 4: NATIONAL FOCUS AREAS AS PER THE MTSF. (HOUSING OPPORTUNITIES/PRIORITY PROGRAMMES)

Informal Settlement Upgrading

- Identify Informal Settlements that will be assessed for upgrading to phase 2.
- How many households per Mining Town in your province will benefit from the Upgrading of Informal Settlements programme.
- How many households will benefit from the Upgrading of Informal Settlements programme.
- Illustrate the funding requirements required to address the Upgrading of Informal settlements over the 5-year period.

Individual Housing

- Provide the targets, funding and Human Settlements Programme to illustrate where the province intends to develop housing opportunities for the subsidy housing sub-market over the next 5 years.

Affordable Rental Housing

- Indicate what the province intends doing to develop Affordable Rental housing opportunities to fast track and ensure affordability and diversity of the rental housing market.
- Provide targets and location for the next 5-year period.

Social Housing Support

- Where does the province intend to invest the Social Housing Capital grant and provide the funding requirements to do so.

Community Residential Units Programme

- Demonstrate the 5-year plans for the creation of affordable rental housing opportunities through the implementation of the Community Residential programme.

Back Yard Rental

- Demonstrate the 5-year plans (targets, funding and location) for the creation of affordable rental housing opportunities through the implementation of the Back Yard Rental Programme.

Rural settlements shelter and basic services

- Indicate what strategies will assist in providing basic service to Rural settlements and the impact it would have.

Peoples Housing Process (PHP)

- Demonstrate the 5-year plans (include targets, funding and location) for the creation of affordable rental housing opportunities through the implementation of the PHP.
- Indicate the PHP capacity required to support the Informal Settlement upgrading and enhancing the Rural housing.

Details on the identification of the catalytic projects

- Provide the details on the process and criteria followed to identify the Catalytic projects in the province and the approach to be followed for implementation and development.
- Provide a list of the Catalytic projects to be implemented over the next 5 years.

Title Deed

- What does the province intend doing to address the title deed backlog and measures to ensure that title deeds are registered in new developments?
- Provide the backlog number of title deeds per Housing Programme to be addressed.

SECTION 5: LAND, URBANISATION AND SPATIAL MANAGEMENT

Land

- Demonstrate how the province would fast track the release of well-located land for new developments targeting the poor and lower middle-income households.
- Provide the current settlement densities by location, demand for production of urban land by area, land use type, and cost availability and acquisition method
- Indicate the role other institutions/stakeholders will be playing in the acquiring of well-located land and complete the table below.
- Indicate how the SPLUMA will assist in the fast tracking of the release of well-located land.

Urbanisation

- Indicate mechanisms put in place to corporate with urbanization,
- Reflect on elements critical for attaining sustainable Human Settlements.
- Refer to initiatives that are in place to be geared for the creation of dignified places i.e. Alternative Technologies.

Spatial Management

- Indicate how the province will support the development of hubs, nodes and linkages developed in historical black townships
- Methods to assist in the spatial social and economic integration initiatives to address previous social exclusion, by promoting a mix of race and classes through social cohesion.
- Initiatives taken to address apartheid- induced segregation, fragmentation, and inequality.

SECTION 6: FUNDING MODEL AND OPTIONS

- Overview of financial allocations required to finance the implementation of the MYDP per annum over the next 5 years.
- What amount of the HSDG Grant will be allocated to each of the Metro's/Municipalities where applicable.

- Indicate which housing programmes will be funded in the Metro's/Municipalities and how it links to other grants or sources of funding.

SECTION 7: INSTITUTIONAL AND FINANCIAL ARRANGEMENTS.

- Description of the institutional arrangements required to give effect to the implementation of the MYHSDP.
- What partnerships will be developed and with who.

SECTION 8: MAPS

- Maps illustrating the spatial representation of the current situation and where the province intends to develop integrated human settlements over the next five years.
- Location of informal settlements.
- Spatial analysis demonstrating alignment between MYHSDP & other infrastructure plans

9.PROJECT DURATION

The service provider should be able to commence immediately after being appointed and the duration of the project is a period of **Six (6 months)**. The successful bidder shall enter into a service level agreement with the HDA, whereupon all the delivery timeframes and milestones shall be agreed upon by both parties.

ANNEXURE A

GUIDELINES FOR THE DEVELOPMENT OF A MULTI-YEAR DEVELOPMENT PLAN



human settlements

Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA

GUIDELINES FOR THE DEVELOPMENT OF A MULTI-YEAR DEVELOPMENT PLAN 2019-2024

FOREWORD

The Guidelines for Multi Year Development Plans has been revised and prepared by the National Department of Human Settlements to guide Provincial Human Settlement Departments to fulfil their legal requirement of preparing a Multi-Year Housing Development Plan. It provides a format that will establish consistency across all Provinces.

The guidelines were revised to set out a framework for the alignment of the provincial multi- year plans with the National Medium Term Strategic Framework. The 2014-2019 MTSF aim is to lay a foundation for the transforming of the functioning of human settlement making and to strengthen the space economy. In striving to achieve the vision of sustainable human settlements and improved quality of household life the, DHS will drive effective programmes to achieve the following:

- a. Adequate housing and improved quality living environments;
- b. A functionally equitable residential property market, and;
- c. Enhanced institutional capabilities for effective coordination of spatial investment decisions.

The National Department of Human Settlements and the National Development Plan 2030 vision is to achieve measurable progress towards breaking apartheid spatial patterns with significant advances made towards retrofitting existing settlements offering the majority of South Africans access to adequate houses, better living environments with affordable services, within an equitable and functional residential property market.

To enable the National Department to achieve the National Development Plans 2030 vision the Provincial Departments of Human Settlements must align its strategies and MYDP to the MTSF. The provincial executive authority should use this opportunity to endorse the MHDP and indicate his or her commitment to ensuring the effective and timeous implementation of the Provincial MHDP 2014-2019

OFFICIAL SIGN-OFF

It is hereby certified that the Multi Year Development Plan 2019-2024 of the **Eastern Cape Province** was developed by:

_____ (name of section)

under the guidance of _____ (name of the executive authority).

Name and Surname
Chief Financial Officer

Signature

Date

Name and Surname
Head of Department: FSHS

Signature

Date

Name and Surname
Director General: NDHS

Signature

Date

Introduction

Before 2008 provinces were required to submit an APP and a Multi-Year Housing Development Plan (MYHDP) as required by the National Treasury regulations and the Housing Act. The simultaneous development of the two plans placed enormous strain on the provincial human resources available. As an intervention the National Department of Human Settlements: Human Settlements Planning Unit proposed the merge of the APP with the MYHDP. Approval was granted by National Treasury and on 25 April 2008 Technical MINMEC supported the proposal to merge the two plans.

In 2009, National Treasury revised the structure and content of the Guidelines for Strategic and Annual performance Planning Frameworks (APP) that consist of 3 parts:

Part A: Strategic Overview

Part B: Programme and sub-programme plans

Part C: Links to other Plans

The National Department of Human Settlements revised the MYHDP to align to the revised APP and renamed the MYHDP to what it is known today as the APP Part D with a five year horizon. Provinces should align their Human Settlements Development Grant Business Plans with the MYDP. The MYDP will remain as part of the Provincial APP document.

This document is a statutory requirement as set out in the Housing Act, 1997 (Act No 107 of 1997),

Housing Act 107 of 1997

3-2- (b) set broad national housing delivery goals and facilitate the setting of provincial and, where appropriate, local government housing delivery goals in support thereof;

3-4-(c) Prepare and maintain a multi-year national plan in respect of housing development;

7-2-(g) Prepare and maintain a multi-year plan in respect of the execution in the province of every national housing programme and every provincial housing programme, which is consistent with national housing policy and section 3 (2) (b), in accordance with the guidelines that the Minister approves for the financing of such a plan with money from the Fund.

PURPOSE OF THIS FRAMEWORK

This document provides guidelines to assist Provincial Departments of Human Settlements to prepare a MYDP with a 5 Year Horizon that is aligned to the Medium-Term Strategic Framework 2019-2024 (MTSF). The MYDP is a 5-year spatial and fiscal planning document that is reviewed annually. Unlike the 5-year Strategic Plan, the MYDP has an operational emphasis.

In addition to extensive consultation, the Chief Directorate: Human Settlement Planning Unit (HSPU) has been guided by a number of state documents to compile this guideline and these are:

- National Department of Human Settlement's 5-Year Strategic Plan;
- Medium Term Strategic Framework (MTSF);
- National Development Plan (NDP);
- Breaking New Ground (BNG);
- State Of the Nation Address (SONA);
- National Spatial Development Perspective (NSDP);
- Annual Performance Plan (APP) Framework from National Treasury, and;
- SPLUMA.

In cases where the Human Settlements Departments forms part of a larger Department, this Framework constitutes the Human Settlements component and can be added to that of the other Departments APP. (e.g., Local Government).

Content and format

Each of the eight sections must be completed. The tables must be populated with the relevant information and additional rows may be added.

Section 1 : Alignment to the Mandate

- List of documents used to develop the MYDP;
- Provide a narrative on how the provincial MYDP is aligned to other plans i.e., Bulk infrastructure plans, Transport Plan, Housing Sector Plans etc.;
- Strategies and programmes (currently used, planned or under development);
- Description of provincial long-term vision and key development needs.

Section 2 : Human Settlements and MTSF

- Narrative on the past 5 years performance of the Human settlements environment;
- Illustrate how the province will make the shift from current way of doing business to achieving a foundation for the transforming of the functioning of human settlement making and to strengthen the space economy in the next 5 years;
- Indicate the trends and demands for Basic infrastructure, Residential infrastructure, community, social infrastructure, transportation and sustainable development.

Section 3 : MTSF Outcomes, Outputs and Impacts.

Complete the table attached as **ANNEXURE 1**.

Section 4 : National focus areas as per the MTSF. (Housing Opportunities/Priority programmes)

- Informal Settlement Upgrading

- Identify Informal Settlements that will be assessed for upgrading to phase 2;
- How many households per Mining Town in your province will benefit from the Upgrading of Informal Settlements Programme?

Mining Towns	Household Target	Budget				
		2019/20 (000)	2020/21 (000)	2021/22 (000)	2022/23 (000)	2023/24 (000)

- How many households will benefit from the Upgrading of Informal Settlements programme?

Informal Settlement name	Household Target	Budget				
		2019/20 (000)	2020/21 (000)	2021/22 (000)	2022/23 (000)	2023/24 (000)

- Illustrate the funding requirements required to address the Upgrading of Informal settlements over the 5-year period.

Informal Settlement name	Target over 5 years	Budget				
		2019/20 (000)	2020/21 (000)	2021/22 (000)	2022/23 (000)	2023/24 (000)

- Individual Housing

- Provide the targets, funding and Human Settlements Programme to illustrate where the province intends to develop housing opportunities for the subsidy housing sub-market over the next 5 years.

Housing Subsidy Programme	Target over 5 years	Budget				
		2019/20 (000)	2020/21 (000)	2021/22 (000)	2022/23 (000)	2023/24 (000)

- **Affordable Rental Housing**

- Indicate what the province intends doing to develop Affordable Rental housing opportunities to fast track and ensure affordability and diversity of the rental housing market.
- Provide targets and location for the next 5-year period.

Affordable Rental Housing Location	Target over 5 years	Budget				
		2019/20 (000)	2020/21 (000)	2021/22 (000)	2022/23 (000)	2023/24 (000)

- **Social Housing Support**

- Where does the province intend to invest the Social Housing Capital grant and provide the funding requirements to do so?

Social Housing support Location	Target over 5 years	Budget				
		2019/20 (000)	2020/21 (000)	2021/22 (000)	2022/23 (000)	2023/24 (000)

- **Community Residential Units Programme**

- Demonstrate the 5-year plans for the creation of affordable rental housing opportunities through the implementation of the Community Residential programme.

Community Residential Units Programme	Target over 5 years	Budget				
		2019/20 (000)	2020/21 (000)	2021/22 (000)	2022/23 (000)	2023/24 (000)

- **Back Yard Rental**

- Demonstrate the 5-year plans (targets, funding and location) for the creation of affordable rental housing opportunities through the implementation of the Back Yard Rental Programme.

Back Yard Rental	Target over 5 years	Budget				
		2019/20 (000)	2020/21 (000)	2021/22 (000)	2022/23 (000)	2023/24 (000)

- **Rural settlements shelter and basic services**

- Indicate what strategies will assist in providing basic service to Rural settlements and the impact it would have.

- **Peoples Housing Process.**

- Demonstrate the 5-year plans (include targets, funding and location) for the creation of affordable rental housing opportunities through the implementation of the PHP.

Peoples Housing Process Location	Target over 5 years	Budget				
		2019/20 (000)	2020/21 (000)	2021/22 (000)	2022/23 (000)	2023/24 (000)

- Indicate the PHP capacity required to support the Informal Settlement upgrading and enhancing the Rural housing.

- **Details on the identification of the catalytic projects**

- Provide the details on the process and criteria followed to identify the Catalytic projects in the province and the approach to be followed for implementation and development.
- Provide a list of the Catalytic projects to be implemented over the next 5 years.

Catalytic project name	Target over 5 years	Budget				
		2019/20 (000)	2020/21 (000)	2021/22 (000)	2022/23 (000)	2023/24 (000)

- **Title Deed**

- What does the province intent doing to address the title deed backlog and measures to ensure that title deeds are registered in new developments?
- Provide the backlog number of title deeds per Housing Programme to be addressed.

Section 5 : Land, Urbanisation and Spatial Management

- Land

- Demonstrate how the province would fast track the release of well-located land for new developments targeting the poor and lower middle-income households.
- Provide the current settlement densities by location, demand for production of urban land by area, land use type, and cost availability and acquisition method

Current pieces of land already procured.	Location	Settlement densities as per each piece of land procured	Land use type	Amount	Acquisition method used.

- Indicate the role other institutions/stakeholders will be playing in the acquiring of well-located land and complete the table below.

Location of the land to be acquired	Size Ha	Budget				
		2019/20 (000)	2020/21 (000)	2021/22 (000)	2022/23 (000)	2023/24 (000)

- Indicate how the SPLUMA will assist in the fast tracking of the release of well-located land.

- Urbanisation

- Indicate mechanisms put in place to corporate with urbanization;
- Reflect on elements critical for attaining sustainable Human Settlements;
- Make reference to initiatives that are in place to be geared for the creation of dignified places i.e., Alternative Technologies.

- Spatial Management

- Indicate how the province will support the development of hubs, nodes and linkages developed in historical black townships
- Methods to assist in the spatial social and economic integration initiatives to address previous social exclusion, by promoting a mix of race and classes through social cohesion.
- Initiatives taken to address apartheid- induced segregation, fragmentation and inequality.

Section 6 : Funding Model and Options

- Overview of financial allocations required to finance the implementation of the MYDP per annum over the next 5 years.
- What amount of the HSDG Grant will be allocated to each of the Metro's/Municipalities where applicable?

Metropolitan/ Municipality	2019/20 (000)	Budget			
		2020/21 (000)	2021/22 (000)	2022/23 (000)	2023/24 (000)

- Indicate which housing programmes will be funded in the Metro's/Municipalities and how it links to other grants or sources of funding.

Metropolitan/ Municipality	Housing Programme to be funded	Other Grant /source of funding (Name)	Budget				
			2019/20 (000)	2020/21 (000)	2021/22 (000)	2022/23 (000)	2023/24 (000)

Section 7 : Institutional and Financial arrangements.

- Description of the institutional arrangements required to give effect to the implementation of the MYDP.
- What partnerships will be developed and with who.

Section 8 : Maps

- Maps illustrating the spatial representation of the current situation and where the province intends to develop integrated human settlements over the next five years.
- Location of informal settlements
- Spatial analysis demonstrating alignment between MYDP & other infrastructure plans.

ANNEXURE 1

Outcomes, Outputs, Impacts and Indicators as per the Medium-Term Strategic Framework.									
Action	MTSF outputs	INDICATORS			TARGETS (NUMBERS)				
		Detailed Outputs	Outcome	Impact	2019/20	2020/21	2021/22	2022/23	2023/24
Increase the supply of housing opportunities using different tenure types to ensure diversity to address social, economic and cultural needs	Implementation Strategy to increase the supply of housing opportunities for affordable housing market (i.e., subsidy and gap market) developed	Implementation Strategy developed	Number of households living in adequate housing	Improved conditions for households living in informal settlements					
	Institutional capacity for PHP to support informal settlement upgrading and rural housing enhanced	Institutional capacity for PHP enhanced							
	Programme to support community-based, non-profit rental and self-built housing developed	Programme to support community-based, non-profit rental and self-built housing developed							
	Number of housing opportunities in quality living environments	Number of Informal Settlements assessed for upgrading purposes Number of Informal Settlements upgraded to phase 2							

[illegible]

[illegible]

residential property market	housing units reported	with approved norms and standards					
			Number of projects enrolled with the NHBRC	Number of housing units enrolled with the NHBRC			
Increase in the number of properties in the subsidy housing submarket entering the municipal rates roll	Trends in new NHBRC enrolments		Number of rateable properties in the subsidy housing submarket entering the rates roll of municipalities				
	Number of rateable properties in the subsidy housing submarket entering the rates roll of municipalities						
Strengthened programme for accreditation and assignment of municipalities	Municipalities accredited to perform the housing function		Number of Municipalities assigned with the housing function				
			Number of municipalities accredited with Level 1				
			Level 2				
	Municipalities in Secondary Cities accredited to level 2		Number of Municipalities accredited with level 1				
	Municipalities accredited to level 1		Number of Municipalities accredited with level 2				

Increase the participation of stakeholders in housing development by encouraging community-based organizations, civil society organizations, and other forms of non-governmental entities	100 community-based organizations, civil society organizations, and other forms of non-governmental entities participating in human settlements development	Number of community-based organizations, civil society organizations, and other forms of non-governmental entities participating in human settlements development							
Develop an M&E system to measure effectiveness of spatial targeting in human settlements	Monitoring and Evaluation (M&E) system to track and assess the effectiveness of spatial targeting in human settlements developed and implemented	System developed to track progress and effectiveness of spatial targeting in human settlements.							

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

SBD4

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = 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:

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Size of company (Maximum points = 7 points)		
EME	7	
QSE	5	
GE or others	3	
Black Women Owned (Maximum points = 5 points)		
75% - 100%	5	
51% - 74.99 -	3	
Below 51%	1	
Historically Disadvantaged South Africans* (maximum Points = 8)		
Youth (Maximum points 3)	3	
HDSA	2	
Disabled People	3	

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:	
	
	
	

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for Insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)