



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

DEPARTMENT	DEPARTMENT OF HUMAN SETTLEMENTS
TENDER DESCRIPTION	THE SUBMISSION OF PROPOSALS FOR THE DEVELOPMENT OF MEGA AND CATALYTIC PROJECTS IN THE GAUTENG PROVINCE THROUGH THE APPOINTMENT OF TURNKEY DEVELOPERS A PERIOD OF 5 TO 10 YEARS (TO BE IMPLEMENTED IN PHASES)
TENDER NUMBER	HLA 4/2/4-2023/03

BRIEFING SESSSION	Yes ☒	No ☐	SESSION COMPULSORY	Yes ☐	No ☒
BRIEFING	VENUE	MICROSOFT TEAMS	TIME	11H00	
	DATE	05 JULY 2023			

CLOSING DATE	19 JULY 2023
CLOSING TIME	11H00
VALIDITY PERIOD	120 DAYS

Notes:

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



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Tender Number	Service	Briefing Session	Closing Date
HLA 4/2/4-2023/03	The submission of proposals for the development of mega and catalytic projects in the Gauteng province through the appointment of turnkey developers a period of 5 to 10 years (to be implemented in phases)	There will be a Non-Compulsory Briefing Session on Microsoft Teams on the 5th July 2023 @ 11h00. For all bidders who are interested to attend the briefing session kindly note that the link is in the e-tender portal. Alternatively, you can request a link by sending your request to Nkele.Maleka@gauteng.gov.za and Mbuso.Mazibuko@gauteng.gov.za on or before 04 July 2023.	Date: 19 July 2023 Venue: Department of Human Settlements 11 Diagonal Street 17th Floor Reception Newtown, Johannesburg 2107

Documents can only be downloaded from Treasury website from: <http://etenders.gauteng.gov.za/Pages/Home.aspx> 2.Human Settlements website www.gauteng.gov.za >>> **Human Settlements >>> Announcement >>> Human Settlements Advertised Tenders** from the **16 June 2023** . Completed tender documents clearly marked with the relevant reference number and placed in a sealed envelope must be deposited in the tender box on the 17th Floor Reception Department of Human Settlements ,11 Diagonal Street, Newtown, Johannesburg, 2107 no later than 11:00 on or before the relevant stipulated date above.

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

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



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IT IS A CONDITION OF BIDDING THAT –

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 1.5 Please note that not all Government Institutions will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, bidders must supply printed Tax Clearance Certificate**
- 1.6 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.



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REQUIREMENTS FOR REGISTERED BIDDERS ON CENTRAL SUPPLIER DATABASE PLEASE NOTE:

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

Registered Suppliers to ensure that all details completed below are CURRENT

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT

Name(s): _____

Signature(s): _____

Date: _____



Submission of Financial Statements

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

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS					
BID NUMBER:	HLA 4/24-2023/03	CLOSING DATE: 19 JULY 2023		CLOSING TIME:	11h00
DESCRIPTION	THE SUBMISSION OF PROPOSALS FOR THE DEVELOPMENT OF MEGA AND CATALYTIC PROJECTS IN THE GAUTENG PROVINCE THROUGH THE APPOINTMENT OF TURNKEY DEVELOPERS A PERIOD OF 5 TO 10 YEARS (TO BE IMPLEMENTED IN PHASES)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
11 Diagonal Street, 17 th Floor Reception					
New Town					
Johannesburg					
2107					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nkele Maleka		CONTACT PERSON	Tshepo Baloyi	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Nkele.Maleka@gauteng.gov.za		E-MAIL ADDRESS	Tshepo.Baloyi@gauteng.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER.....

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

DATE.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

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

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

.....
Signature Date

.....
Position Name of bidder



GAUTENG PROVINCE
HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

THE SUBMISSION OF PROPOSALS FOR THE DEVELOPMENT OF MEGA AND CATALYTIC PROJECTS IN THE GAUTENG PROVINCE THROUGH THE APPOINTMENT OF TURNKEY DEVELOPERS A PERIOD OF 5 TO 10 YEARS (TO BE IMPLEMENTED IN PHASES)

1. PURPOSE

1.1. An invitation to potential bidders to submit proposals for the development or implementation of the Mega and Catalytic Projects in the Gauteng province through the appointment of turnkey developers. Proposals will be considered along the following categories.

- Proposals on privately owned land.
- Investment proposals of economic and social nature to compliment the planned residential development.

1.2. In addition, the successful bidder will be required to enter into a framework agreement with the Gauteng Department of Human Settlements (GDHS).

2. INTRODUCTION

2.1. The Gauteng Department of Human Settlements plans to scale up the delivery of human settlements opportunities by embarking on a second call for proposals for the implementation of Mega and Catalytic Projects. This call for proposal follows the first one which heralded the implementation of the first phase of Mega projects back in 2016. Notwithstanding the challenges that have come to be identified with their implementation, most of them are currently under way to deliver on the planned targets.

2.2. In the wake of new policy guiding framework such as, the Gauteng Human Settlements Spatial Master Plan (GHSSMP), the Priority Human Settlements and Housing Development Areas (PHSHDA), a review of the conceptualization and implementation of Mega and Catalytic projects was carried out by the Department. For even a more in-depth

and technical review. The department commissioned a team of professionals to review the implementation strategy of the Mega and Catalytic projects. The above review culminated into a revised project implementation framework which took into consideration the new policy prescripts and the recommendations from the report done by the professional team.

- 2.3. Interested parties are invited to submit proposals to partner with the GDHS in rolling out human settlements developments as part of our provincial specific housing Programme. The anticipated proposals should in the main take into consideration GDHS's desire to enter into partnerships that will guarantee the successful delivery of the developments, by demonstrating their contribution. It is therefore vital that the applicants demonstrate their capacity in all relevant areas, such financial and technical expertise. The proposals must be clear in defining the roles and responsibilities of all the foreseen stakeholders, not limited to the applicant and the department.
- 2.4. GDHS's expectation is to enter into potential partnership that will offer a turnkey solution from planning, construction/implementation to project completion. The proposals received will be evaluated by the Department followed with discussions/presentation with the successful parties.

3. BACKGROUND AND PROBLEM STATEMENT

- 3.1. The Gauteng Department of Human Settlements is a provincial department that oversees the planning and provision of human settlements within the jurisdiction of Gauteng. It is mainly funded through the Human Settlements Development Grant (HSDG) from the National Department of Human Settlements (NDHS). All its human settlements provision programmes, and subsidy instruments are in line the with the NDHS policy framework as per the Housing Code.
- 3.2. The Department intends to achieve its mandate through the implementation of its Strategic Plan. As articulated by the Premier in his 2022 State of the Province Address (SOPA), "Our agenda of reversing Apartheid spatial transformation remains on track. We will continue to provide security of tenure through the issuance of title deeds and releasing unused government buildings and land for development, delivering inclusive mega housing developments, fast-tracking delivery of urban renewal projects, completing incomplete housing projects and providing serviced sites for people to house themselves"
- 3.3. The founding concept paper on Mega Projects, which informed the first phase of implementation, described the programme as a radical housing delivery management paradigm that seeks to move away from the current inefficient model to projects of a yield

of no less than 15 000 units, either as an existing development cluster or as a new nodal development project.

- 3.4. Even in the earliest stages the concept started to attract criticism from various quarters warning against the idea of the creation of new cities as a strategy for urban growth management, citing the risks that are involved. For example, the fact that the programme is not accompanied by a strong economic focus to support the sustainability of the new settlements and is likely to lead to satellite towns stranded at the periphery of the city with little or no access to economic opportunities. The other criticism was that the department was merely chasing numbers without being guided by strategy that informs location choice.

4. STRATEGIC GUIDELINES AND OBJECTIVES

- 4.1. The provision of human settlements opportunities is informed by a plethora of policy and legislative guidelines. Below is some of the key strategic objectives espoused by the various policy and legislative documents to be considered in the conceptualization of the Mega and Catalytic Projects.

Table 1: *Summary of Guidelines and objectives*

Key Themes	Description	Guiding Framework
Integrated and Sustainable Human Settlements	Present and future inhabitants of sustainable human settlements, located both in urban and rural areas, live in a safe and a secure environment and have adequate access to economic opportunities, a mix of safe and secure housing and tenure types, reliable and affordable basic services, educational, entertainment and cultural activities and health, welfare, and police services.	Breaking New Ground (BNG)
Social compact between provincial government and the people of Gauteng.	Through strategic public and private sector investment in five development corridors, the strategy aims to build a globally competitive Gauteng City Region with integrated human settlements developments as one of the key priorities of the strategy. The integrated human settlements priority aims for security of tenure through access to housing and basic services, access to land as an asset for	Growing Gauteng Together – GGT2030

	individuals to build a decent shelter and the promotion of social cohesion and access to socio economic amenities in the developments.	
Spatial transformation of undesirable settlements	A national spatial transformation approach to build new, integrated, functional and inclusive settlements. It draws on cooperative and collaborative public sector investments with a view to leverage private investment against defined targets and objectives within a designated geographical area.	Priority Human Settlements Housing Development Areas (PHSHDAs)
Optimally Located Zones (OLZs)	The analysis seeks to spatially determine the most optimal general areas where the GDHS could focus current and future projects based on an assessment of the preceding spatial policies and development directives, environmental considerations, socio-economic considerations, infrastructure capacity considerations and access to community facilities in the Gauteng Province	Gauteng Human Settlements Spatial Master Plan (GHSSMP)
Managing New Human Settlements	To prioritise infill development and densification, rather than expanding residential development outwards, so new settlements are functional and integrated units of the polycentric provincial network and based not only on the availability of land.	Gauteng Spatial Development Framework 2030 (2016, currently under review).
Integrated Urban Planning and Management	Housing is just one of the interventions required to create urban environments that are liveable, integrated, and multi-functional. Also needed are mobility choices to improve access, economic interventions to better people's livelihoods and appropriate land use to facilitate more integrated and inclusive neighbourhoods.	Integrated Urban Development Framework (2016)
Spatial justice, resilience, sustainability, efficiency and good governance.	Spatial plans (planning) should (not only) include the previously disadvantaged but also address past imbalances in spatial	Spatial Planning and Land Use Management Act (2013)

	planning. The livelihoods of communities that are more vulnerable to socio-economic and environmental shocks should be secured and accommodated in spatial plans.	
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5. KEY TENETS OF THE MEGA PROJECT IMPLEMENTATION FRAMEWORK

5.1. The below mentioned tenets are key guiding principles that will provide a strong foundation for the conceptualisation and successful implementation of newly proposed Mega Projects.

Table 2: *Implementation Framework*

Key Tenets	Description
Spatial Transformation	As a key provincial human settlements programme, deliberate efforts must be made to reverse the unequal and unjust historical spatial structure by employing spatial targeting tools that seek to prioritise infill, densification, and consolidation development methods to manage urban growth.
Stakeholder Management	Clearly defined roles and responsibilities of all the required stakeholders based on the composition and all the deliverables of the project must be in place. The strategy should demonstrate how and when the stakeholders will be brought on board considering the dependencies amongst the deliverables.
Credible Financial Modelling	A comprehensive funding model of the project must be in place to demonstrate necessary financial commitments and their sources for the delivery of the various aspects of the project given the differentiated land use and other complementary socio-economic facilities. The model must demonstrate how funds will be raised to meet the norms and standards or specifications of the housing products. The model must, therefore, support the integrated and mixed land use objective of the development.
Land Assembly and Preparation	Standards must be set in relation to the trade-offs on the commercial aspects of projects where same are implemented on public land.
Bulk Services Infrastructure	Engage with relevant entities (municipalities) and the established stakeholder engagement structures to

	explore the most ideal approach to the procurement of bulk services infrastructure based on the needs, priorities, capacity, and resources of each municipality.
Post Construction/Maintenance Plan	Plans needs to be put in place, relevant stakeholders consulted and agreements in place for land uses or housing stock that needs a deliberate plan for maintenance and sustainability purposes, particularly if it involves devolving the responsibility to another party.
Adequately Respond to human settlements needs	Innovative housing stock that response to real diverse needs on the ground and also can be supported by the reigning human settlements programmes as outlined in the Housing Code.
Socio economic amenities	The developer should present an off take proposals on the construction of socio economic amenities as per layout plan such as schools, health facilities, sports and recreation, small business facilities, taxi ranks and commercial facilities
Economic Viability	Housing provision should be complemented by the creation of an economic base that will sustain the daily livelihoods of the community to avoid creating poverty enclaves.

6. MEGA AND CATALYTIC PROJECTS DEFINED

It is within the above context in highlighting the challenges and lessons learnt from the first round of Mega and Catalytic Projects implementation that the new framework provides for a new and expanded definition;

- 6.1. Mega and Catalytic projects can be considered as large scale and integrated residential developments with a potential project size of 5 000 units and above for Greenfields projects and over 1000 units for infill projects, offering various integrated residential developments with mixed housing typologies as prescribed in the Housing Code, including fully, partly and non-subsidized stock with complementary socio-economic land uses. Proposed developments should strategically be poised to make key interventions in redressing spatial imbalances either as existing development cluster or as a new nodal development project, by prioritizing location within identified municipal, provincial and national areas of agglomeration such as nodes or corridors. (Anything less than the above will be at the department's discretion which will consider amongst others bulk availability, location/spatial transformation/proximity priority programmes).

- 6.2. These perceived new smart sustainable neighborhoods should stimulate the creation of opportunities for economic growth for small medium enterprises, established commercial business and sustainable employment. These will also include the provision of access to basic facilities and amenities (such as schools and clinics), green spaces and play areas for children (sports and recreational facilities). The design of these nodes and projects is key to influencing sustainable development that is aesthetically pleasing, socially acceptable and economically desirable.
- 6.3. Proposed developments should always be located within municipal, provincial and national prioritized areas, such as the PSHSDAs, municipal SDFs, GSDF and the human settlements provincially defined Optimally Located Zones.
- 6.4. The proposed mega projects should be responding to real time housing needs by providing innovative options within what is prescribed by the policy framework with the aim of achieving integration, across income levels and housing typologies. Priority should also be given to key provincial and national housing intervention programmes, such the Eradication of Informal Settlements, Finance Linked Subsidy Programme (FLISP) and Rapid Land Release Programme (RLRP)CRU, Social Housing and Student accommodation.
- 6.5. Have a deliberate and primary element of creating economically viable settlement that will contribute to the financial needs of the community for their daily survival without the need to commute further outside the boundaries of the settlement. The plans for creation of economic viability on practical terms should include provision of dedicated land uses (i.e. industries and commercial hubs) within the proposed development to create the desired enabling environment. Beyond provision of land use, a plan to attract potential investors should be in place.
- 6.6. These projects, where possible, should employ the use of alternative building technology to facilitate environmentally friendly housing products and infrastructure.
- 6.7. The proposed developments should demonstrate principles of environmental sustainability, in a sense that proposed land development should limit unsustainable settlement and infrastructural patterns. They should seek to enforce a harmonious existence between natural environment and new developments by employing a paradigm shift towards implementation of green infrastructure. The norms and standards (as guided by the approved subsidy quantum) of the final products should attempt to demonstrate elements of sustainable building methods by considering alternative energy use and the design should reflect efforts to mitigate against adverse weather conditions brought about climate change.

- 6.8. Towards also the creation of smart cities new settlements must be technologically compliant in order to benefit from the continuing advancement of technology

Figure 1: *The Key Components of a Mega Projects*

Developments that support Spatial Integration and sustainable development
Basic service provision in informal settlements including in-situ upgrading, de-congestion and complete eradication where possible;
Projects with mixed housing typologies and high densities to cater for various housing market segments (Breaking New Ground houses, rental accommodation, GAP market houses, serviced stands) including those that fall outside of the government subsidy bracket.
Developments that promote the green economy and energy efficiency in houses.
Well located developments along integrated transport route, within demarcated nodes and corridors.
Provision of integrated primary (bulk) and secondary infrastructure.
Efficient land utilisation.
Economic viability by job creation and other revenue generating activities through business complexes, industry, and commercial hubs.
Culturally diverse and socially cohesive communities.
Resilient and environmentally sustainable developments.

7. OBJECTIVES OF THE TERMS OF REFERENCE

- 7.1. The Gauteng Human Settlements Department hereby invites private sector developers, landowners, commercial industry investors, interested parties to submit and register responsive Human Settlement Mega and Catalytic Projects proposals for consideration as part of the key human settlements delivery programme.
- 7.2. In order to address the key strategic objectives of the programme in a sustainable and integrated manner there is a need to mobilise and foster a broad range of partnerships between the government, state utilities, private and non-profit sectors in the creation of sustainable human settlements by designing new and improved programmes including structuring incentives to attract the involvement of businesses and communities in the funding and implementation of integrated human settlements initiatives.

8. MEGA AND CATALYTIC PROJECTS DEVELOPMENT PROPOSALS

8.1. Integrated and mixed-use residential development

- 8.1.1. The Gauteng Department of Human Settlements calls for development proposals on well-located privately-owned land. These are projects comprising of developments initiated by private landowners or developers who bring land and other financial and capital resources.
- 8.1.2. These contributions are to be supplemented with subsidies where applicable to achieve mixed housing typologies, social and economic integration within the developments.
- 8.1.3. The envisaged developments are to be supported by adequate bulk infrastructure which should be confirmed by the municipality and respective engineering services level agreements concluded between the parties. Proposals of developments located within PHSHDAs and prioritized municipal nodes and corridors as contained in their respective SDFs will be preferred.
- 8.1.4. The private sector role players can expect a combination of the following as part of the collaboration with government for the development of the Gauteng Human Settlement Mega Projects:
 - Subsidies to achieve social and economic integration of their developments in the form of full or partial subsidy grants for BNG housing, social amenities, social housing, rental stock, FLISP (Gap market) and installation of internal services (water, sewer, roads & storm water);
 - Coordination of government resources through sector departments for the provision of bulk infrastructure including electricity (municipalities in partnership with the developers), socio economic amenities and transport infrastructure necessary for integrated and sustainable mega human settlements.
 - The ability to utilise state funding to leverage further private sector investment for commercial industries towards job creation and entrepreneurship development.
 - post construction management and maintenance of BNG walk up units communal and open spaces.

8.2. Private investors for socio-economic initiatives

One of the key strategic objectives of the Mega Projects is to be able to provide the future community with sustainable livelihoods, hence the composition of the Mega Project in terms of land use is critical. The provision of economic and social land use within the Mega Projects must be complemented by concrete plans towards implementation of the various facilities and amenities for the enjoyment of the community to cater for all their needs.

- The nature of proposals for economic initiatives may include commercial, industrial, retail, trading spaces or any other economic opportunities that seeks to exploit existing opportunities within the locality.
- The nature of proposals for social amenities may include schools, hospitals, clinics, sports and recreational facilities, taxi rank, and including any other social infrastructure that is deemed relevant for the creation of livable communities.

9. SCOPE TO BE COVERED BY PROPOSALS

9.1. The anticipated proposals must cover all but not limited to the below indicated areas of focus.

a). Technical viability:

- The proposal should show project readiness.
- The proposal should indicate the potential yield of the development, planning work undertaken to date, level of bulk services available and a priced implementation plan for bulk upgrades.
- The development proposals should demonstrate engagements with municipalities on how bulk infrastructure will be unlocked in a collaborative manner.
- The mixed land use should be demonstrated in the delivery model from the first year of implementation and will be contracted on, to ensure progressive realization of a mixed-use development.

b). Financial Capability

- The developer to demonstrate financial capability to support the development and complement the grants that will be made available by the Department on units and internal services and by the municipality on bulk and link infrastructure.
- Proof of funding and or potential funding sources should be demonstrated by the developer.

9.2. As a precursor to any Project and /or conclusion of contract/s, there should be adequate engagement with the municipalities and other key stakeholders. These will be made around municipal support for the project in terms of various strategic processes such as alignment with Spatial Development Frameworks, the municipal IDP's (Integrated Development Plans), town planning approvals and bulk infrastructure. These engagements will be made to ensure that projects are ready, for implementation.

The requirements for each focus area to be evaluated must be substantiated with documentary proof or evidence.

10. ASSESSMENT AND EVALUATION OF PROPOSALS

- 10.1. Proposals will be assessed against the Mega project requirements as outlined in Figure 1 above as well as the strategic imperatives and the implementation framework tenets together with project readiness.
- 10.2. The main objectives of this assessment will be to determine the extent to which the development proposals comply with the integral strategic objectives of the programme as espoused in the strategic source documents such as alignment to PHSHDAs, Gauteng Human Settlements Master plan and the Breaking New Ground Strategy and other provincial specific spatial strategic guidelines.

11. SPECIAL CATEGORY THRESHOLD: PROJECTS THAT DO NOT MEET THE PROJECT SIZE THRESHOLD OF 5000 AND 1000 FOR GREENFIELD AND INFILL RESPECTIVELY

- 11.1. It should be noted that the special category threshold will be considered in line with the three categories as defined in the functionality evaluation methodology if it meets the following criteria.

- Greenfield project proposals with a minimum of 3000 and
- Infill projects proposal with a minimum of 500

For both special category threshold to be considered, the proposal must demonstrate the following:

- Strategic developments that support spatial Integrated and sustainable development, along integrated transport route, within demarcated nodes and corridors.
- Projects with mixed housing typologies and high densities to cater for various housing market segments (Breaking New Ground houses, rental accommodation, GAP market houses, serviced stands) including those that fall outside of the government subsidy bracket.
- Provision of integrated primary (bulk) and secondary infrastructure or indicate the availability thereof including socio-economic land uses to encourage economic viability.

12. EVALUATION METHODOLOGY

- 12.1. The evaluation of bids will be done in terms of the PFMA, the GDHS Supply Chain Policy (SCM Policy for Infrastructure Procurement and Delivery Management) and the Preferential Procurement Policy Framework Act 5 of 2000.
- 12.2. The Tender shall be evaluated on the basis on functionality to determine the capacity and capability of the bidding entities in demonstrating viability of the mega project proposed.
- 12.3. As a result, for this bid the evaluation will only be on functionality which consists of Administrative Compliance, Mandatory Compliance and functionality / Desk top evaluation, Presentation by the Bidder/ developer, and Mandatory Site Visit/ Inspection.
- 12.4. Bids that do not meet mandatory compliance will not be considered for further evaluation on functionality / Desk top evaluation.
- 12.5. During this stage, bids that do not meet the minimum threshold of 80 points for functionality / Desk top evaluation, will be disqualified and will not be considered for further evaluation on Presentation and Mandatory Site Visit / Inspection.
- 12.6. The bid will be evaluated in line with the following stages:
 - a. Stage 1A: Administrative compliance
 - b. Stage 1B: Mandatory Compliance
 - c. Stage 1C: Functionality
 - d. Stage 2: Presentation by the Bidder/ developer
 - e. Stage 3: Mandatory Site Visit / inspection

12.6. (a) STAGE 1A: ADMINISTRATIVE COMPLIANCE

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

Tenderers are required to fully complete, sign and submit all Standard Bidding Documents (SBDs).

- SBD 1- Invitation to bid.
- SBD 4 - Declaration of Interest, Declaration of bidder's past Supply Chain Management and Certificate of Independent Bid Determination
- Valid Tax compliance status pin
- Ensure that your company is registered on Central Supplier Database (CSD) prior to closing date of this particular tender, attach your CSD report not older than 14 days prior to the closing date of the RFQ.

NB: Declarations will be subjected to validation.

12.6(b) STAGE 1B: MANDATORY COMPLIANCE

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

- ✓ Minimum bank rating of 'A' of the responded, joint venture partner or a confirmation from a funder of the development (Stamped by the bank not older than 3 months from the date of closing of the RFP)
- ✓ CIDB grading a minimum of 8GB and 8CE or above.
- ✓ Developer/Contractor a valid and certified copy of NHBRC Registration
- ✓ Qualifications, Professional Registration and CVs of All Key Personnel
- ✓ The Bidder/developer must have the below listed expertise/professionals within their teams. In this regard, the Developers are urged to comply with the following:
 - Bidder/developer should note the minimum qualifications and experience necessary for consideration.
 - The Bidder/developer should also provide the stated Portfolio of Evidence (POE) and Means of Verification (MOV) as proof that their professionals are fully qualified, experience and recognised.
 - Bidder/developers are not allowed to have one Professional (person) involved in more than two areas of expertise/personnel.

NB: Failure to comply with any of the stated requirements will serve as an instant disqualification.

	KEY RESOURCE	MINIMUM QUALIFICATION	MINIMUM EXPERIENCE	POE/MOV
1	Programme Manager / Team Leader	NQF7` Industry related qualification	5 years post qualification	• Curriculum Vitae indicating years in the role (experience in the coordination, planning, design, project preparation, project management of delivery infrastructure, including municipal infrastructure in large scale residential developments, etc, in South Africa) • Originally certified copy of certificate • Originally certified and valid proof of registration with SACPCMP as PrCPM • <i>NB: Foreign Qualifications to be accompanied by SAQA verification Certificate</i>
2	Civil Engineer	NQF7 Industry related qualification	5 years post qualification	• Curriculum Vitae indicating years in the role (experience in the planning, design, project preparation, and project management of the delivery of civil infrastructure in South Africa) • Originally certified copy of certificate • Originally certified proof of registration with ECSA (Pr Eng/PrTechEng)

				<i>NB: Foreign Qualifications to be accompanied by SAQA verification Certificate</i>
3	Electrical Engineer	NQF7` Industry related qualification	5 years post qualification	• Curriculum Vitae • indicating years in the role (experience in the planning, design, project preparation, and project management of the delivery of electrical infrastructure in South Africa) • Originally certified copy of certificate • Originally certified proof of registration with ECSA (Pr Eng/PrTechEng) <i>NB: Foreign Qualifications to be accompanied by SAQA verification Certificate</i>
4	Town and /or Regional Planner	NQF7` Industry related qualification	5 years post qualification	• Curriculum Vitae indicating years in the role (experience in the Town and/or Regional Planning field) • Originally certified copy of certificate • Originally certified proof of registration with SACPLAN <i>NB: Foreign Qualifications to be accompanied by SAQA verification Certificate</i>
5	Legal Practitioner	NQF7` Industry related qualification	5 years post qualification	• Curriculum Vitae indicating years in the role (experience as an Attorney or Conveyancer. Experience in the resolution of land claims) • Originally Certified copy of certificate • Originally Certified copy of valid and active Professional Registration – Admission as Conveyancer and Attorney in High Court of South Africa. Proof of Registration with Legal Practice Council as a Conveyancer and Attorney <i>NB: Foreign Qualifications to be accompanied by SAQA verification Certificate</i>
6	Environmental Specialist	NQF7` Industry related qualification	5 years post qualification	• Curriculum Vitae indicating years in the role (experience in environmental science in Infrastructure programmes) • Originally Certified copy of certificate • Originally Certified Proof of registration with SACNASP or EAPSA as a Profession Ecological or Environmental Scientist <i>NB: Foreign Qualifications to be accompanied by SAQA verification Certificate</i>
7	Development / Social Facilitator	NQF7` Industry related qualification	5 years post qualification	• Curriculum Vitae indicating years in the role (experience in the Development / Social Facilitation management on infrastructure programmes)

				Originally Certified copy of certificate <i>NB: Foreign Qualifications to be accompanied by SAQA verification Certificate</i>
8	Architect	NQF7` Industry related qualification	5 years post qualification	- Curriculum Vitae indicating years in the role - Originally certified copy of certificate - Originally certified proof of registration with SACAP (PrArch) <i>NB: Foreign Qualifications to be accompanied by SAQA verification Certificate</i>

NB: The Department will not accept any copy of a certified copy; all certified copies should have the original stamp of certification and the date must not be older than six (06) months from the closing date of a Request for Quotation.

12.6(c) STAGE 1C: FUNCTIONALITY

Project Readiness can be defined as a state of preparedness in relation to required statutory compliance as envisaged. It is based on the completion of requisite planning processes and stage gates in line with national guidelines for infrastructure planning. It is also based on the availability of project support resources such as bulk infrastructure and buy-in by primary stakeholders such as the municipalities.

Other aspects of functionality will include the packaging of the project in terms of the desired development mix in terms of human settlements opportunities and development programme. How well is the location of the project supported by the spatial guiding frameworks.

The evaluation criteria for functionality is designed to categorize the anticipated proposals into three categories. This is with the understanding that proposed projects will not be in the same state of readiness, as a result for each a functionality criterion has been developed, the categories are:

- **Category 1:** Project Pipeline- These are projects that are still largely at feasibility had not completed detailed planning stage.
- **Category 2:** Bankable projects- These are projects that are almost ready for implementation and have secured the majority of the statutory approvals, such as township approvals, General Plan,
- **Category 3:** Ready to take off Projects-These will be projects that ready for implementation all the statutory approvals have been secured, including proclamation and bulk availability has been confirmed or funding available to implement such.

NB: Bidders must indicate which category they are responding to – Bidders may respond to one or more categories listed above and evaluation will be conducted per category.

(i) **DESK-TOP EVALUATION: CATEGORY 1 – PIPELINE PROJECTS**

It is important for the Bidding Developers to note the following:					Points																																																																																	
• The below mentioned criteria regarding functionality is required for responsiveness and therefore eligibility for the next stage of evaluation. • This is done to determine the ability of each bidder to successfully execute the contract according to the Scope of Works. • Failure to score the minimum of Threshold of 80 Points for Category 1 will lead to non – compliance and bidders will not be considered for further evaluation, i.e., Presentation.					100																																																																																	
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AREA OF WORK	CRITERIA	SCORE DISTRIBUTION & TOTAL																																																																																				
Land Assembly	Ownership of Land / Land availability agreement / Purchase agreement (If not owned / available)	20	20	30																																																																																		
	Property Unencumbered (No Land Claim Status/Mineral Rights Holders Consent)	10	10																																																																																			
	Property Encumbered (has Land Claims/Mineral Rights Holders Consent)	0																																																																																				
Planning Statutory – Approval Status	Detailed Market study	10	10	40																																																																																		
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No Detailed Geotechnical Investigation Phase 1 report	0																																																																																					
Bulk Infrastructure Status	Detailed Outline Scheme Report (OSR)	10	10	10																																																																																		

	No Detailed Outline Scheme Report (OSR)	0		
Implementation Programme and Social facilitation Plan	Detailed Methodology/ Implementation project plan should indicate (a) key actions, (b) time frames and (c) deployment of key/relevant human resource capacity (d) stakeholder identification and participation		5	5
	Project plan with all four areas	5		
	Project plan with three areas	3		
	Project plan with two one area	1		
	Project plan with only one area/ no project plan / irrelevant project plan	0		
Spatial Transformation Objectives	Inside Priority Human Settlements and Housing Development Areas	5	5	15
	Outside Priority Human Settlements and Housing Development Areas	0		
	Supported by Municipality Spatial Development Framework	5	5	
	Not supported by Municipality Spatial Development Framework	0		
	Supported by Gauteng Spatial Development Framework	5	5	
	Not supported by Gauteng Spatial Development Framework	0		
Minimum Threshold				80

(ii) DESK-TOP EVALUATION: CATEGORY 2 PROJECT – BANKABLE PROJECTS

It is important for the Bidding Developers to note the following: - The below mentioned criteria regarding functionality is required for responsiveness and therefore eligibility for the next stage of evaluation. - This is done to determine the ability of each bidder to successfully execute the contract according to the Scope of Works.	Points 100
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Failure to score the minimum of Threshold of 80 Points for Category 2 will lead to non – compliance and bidders will not be considered for further evaluation, i.e. Presentation				
2. CATEGORY 2 PROJECT – BANKABLE PROJECTS These are projects that are almost ready for implementation and have secured the majority of the statutory approvals, such as township approvals, General Plan				
AREA OF WORK	CRITERIA	SCORE DISTRIBUTION & TOTAL		
Land Assembly	Ownership of Land / Land availability agreement / Purchase agreement (If not owned / available)	15	15	25
	Property Unencumbered (No Land Claim/Mineral Rights holders consent)	10	10	
	Property Encumbered (Has Claim Status/Mineral Rights holders consent)	0		
Planning Statutory – Approval Status	Detailed Market study	5	5	45
	No detailed Market study	0		
	Approved and complete Layout Plan	5	5	
	Not Approved and complete Layout Plan	0		
	Detailed Environmental Scoping	5	5	
	No Detailed Environmental Scoping	0		
	Detailed Geotechnical Investigation GFSH2 Phase 1 report	5	5	
	No Detailed Geotechnical Investigation GFSH2 Phase 1 report	0		
	Detailed Environmental Impact Assessment	5	5	
	No Detailed Environmental Assessment	0		
	Record of Decision (valid)	5	5	
	No Record of Decision	0		
	Approved Township Establishment Application	5	5	
	No Approved Township Establishment Application	0		
	General Plan Approval	5	5	

	No General Plan Approval	0		5	
	Approved Detailed Engineering Designs	5			
	No Approved Detailed Engineering Designs	0			
Implementation Programme and Social facilitation Plan	Detailed Methodology/ Implementation Plan project plan should indicate (a) key actions, (b) time frames and (c) deployment of key/relevant human resource capacity (d) stakeholder identification and participation		5	5	
	Project plan with all four areas	5			
	Project plan with three areas	3			
	Project plan with two areas	1			
	Project plan with only one area/ no project plan / irrelevant project plan	0			
Bulk Infrastructure Status	Detailed Outline Scheme Report (OSR)	5	10	10	
	No Detailed Outline Scheme Report (OSR)	0			
	Signed Service Level Agreement (SLA)with the Municipality	5			
	No Signed Service Level Agreement (SLA) with the Municipality	0			
Spatial Transformation Objectives	Inside Priority Human Settlements and Housing Development Areas	4	4	10	
	Outside Priority Human Settlements and Housing Development Areas	0			
			4		
	Supported by Municipality Spatial Development Framework	4			
	Not supported by Municipality Spatial Development Framework	0			
			2		
	Supported by Gauteng Spatial Development Framework	2			
	Not supported by Gauteng Spatial Development Framework	0			

Integrated Development Model	The structure and layout of the development should be informed by the Redbook (Section F) demonstrating the key planning and design guidelines, such as Public Open Spaces, Housing and social facilities, transportation and road pavements, water supply, sanitation. Stormwater, solid waste management, electrical energy and other crosscutting issues	5	5	5
	Demonstrating all 10	5		
	Demonstration a minimum of 6	3		
	Demonstrating less than 6	0		
Minimum Threshold				80

(iii) DESK-TOP EVALUATION: CATEGORY 3 PROJECT – READY FOR TAKE OFF

It is important for the Bidding Developers to note the following: - The below mentioned criteria regarding functionality is required for responsiveness and therefore eligibility for the next stage of evaluation. - This is done to determine the ability of each bidder to successfully execute the contract according to the Scope of Works. - Failure to score the minimum of Threshold of 80 Points for Category 3 will lead to non – compliance and bidders will not be considered for further evaluation, i.e. Presentation				Points																																					
3. CATEGORY 3 PROJECT – READY FOR TAKE OFF These are projects that are almost ready for implementation and have secured the majority of the statutory approvals, such as township approvals, General Plan <table> <tr> <th>AREA OF WORK</th><th>CRITERIA</th><th colspan="3">SCORE DISTRIBUTION & TOTAL</th></tr> <tr> <td rowspan="4">Land Assembly</td><td>Ownership of Land</td><td rowspan="2">10</td><td rowspan="2">10</td><td rowspan="4">14</td></tr> <tr> <td>Land availability agreement</td></tr> <tr> <td>Purchase agreement (If not owned / available)</td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td rowspan="3"></td><td>Property Unencumbered (No Land Claim/Mineral Rights holders consent)</td><td>4</td><td rowspan="2">4</td><td rowspan="3"></td></tr> <tr> <td>Property Encumbered (Has Claim Status/Mineral Rights holders consent)</td><td>0</td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td rowspan="3">Planning Statutory – Approval Status</td><td>Detailed Market study</td><td>5</td><td rowspan="2">5</td><td rowspan="3">29</td></tr> <tr> <td>No detailed Market study</td><td>0</td></tr> <tr> <td></td><td></td><td></td></tr> </table>				AREA OF WORK	CRITERIA	SCORE DISTRIBUTION & TOTAL			Land Assembly	Ownership of Land	10	10	14	Land availability agreement	Purchase agreement (If not owned / available)							Property Unencumbered (No Land Claim/Mineral Rights holders consent)	4	4		Property Encumbered (Has Claim Status/Mineral Rights holders consent)	0				Planning Statutory – Approval Status	Detailed Market study	5	5	29	No detailed Market study	0				
AREA OF WORK	CRITERIA	SCORE DISTRIBUTION & TOTAL																																							
Land Assembly	Ownership of Land	10	10	14																																					
	Land availability agreement																																								
	Purchase agreement (If not owned / available)																																								
	Property Unencumbered (No Land Claim/Mineral Rights holders consent)	4	4																																						
	Property Encumbered (Has Claim Status/Mineral Rights holders consent)	0																																							
Planning Statutory – Approval Status	Detailed Market study	5	5	29																																					
	No detailed Market study	0																																							

	Approved and complete Layout Plan	5	5			
	No Approved and complete Layout Plan	0				
	Detailed Geotechnical Investigation GFSH2 Phase 1 report	2	2			
	No Detailed Geotechnical Investigation GFSH2 Phase 1 report	0				
	Detailed Environmental Scoping	2	2			
	No Detailed Environmental Scoping	0				
	Detailed Environmental Impact Assessment	5	5			
	No Detailed Environmental Assessment	0				
	Record of Decision	5	5			
	No Record of Decision	0				
	Approved Township Establishment Application	5	5			
	No Approved Township Establishment Application	0				
Implementation Programme and Social Facilitation Plan	Detailed Methodology/ Implementation Plan project plan should indicate <i>(a) key actions, (b) time frames and (c) deployment of key/relevant human resource capacity (d) stakeholder identification and participation</i>		10	15		
	Project plan with all four areas	10				
	Project plan with three areas	5				
	Project plan with only two area	3				
	Project plan with only one area/ no project plan / irrelevant project plan	0				
	Cash Flow Projects	5	5			
	No Cash Flow Projects	0				
Bulk Infrastructure Status	Detailed Outline Scheme Report (OSR)	4	4	17		
	No Detailed Outline Scheme Report (OSR)	0				

	Signed Service Level Agreement (SLA)with the Municipality	3	3	
	No Signed Service Level Agreement (SLA) with the Municipality	0		
	Approved Detailed Bulk Infrastructure Designs	10	10	
	No Approved Detailed Bulk Infrastructure Designs	0		
Spatial Transformation Objectives	Inside Priority Human Settlements and Housing Development Areas	2	2	6
	Outside Priority Human Settlements and Housing Development Areas	0		
	Supported by Municipality Spatial Development Framework	2	2	
	Not supported by Municipality Spatial Development Framework	0		
	Supported by Gauteng Spatial Development Framework	2	2	
	Not supported by Gauteng Spatial Development Framework	0		
Integrated Development Model	The structure and layout of the development should be informed by the Redbook (Section F) demonstrating the key planning and design guidelines, such as Public Open Spaces, Housing and social facilities, transportation and road pavements, water supply, sanitation. Stormwater, solid waste management, electrical energy and other crosscutting issues	5	5	9
	Demonstrating all 10	5		
	Demonstration a minimum of 6	3		
	Demonstrating less than 6	0		
Financial Model	Bulk Services Cost Estimate and Source	5	2	10
	No Bulk Services Cost Estimate and Source	0		

	Internal Services Cost Estimates and Sources	2	2	
	No Internal Services Cost Estimates and Sources	0		
	Private Funding requirement (Services and Top Structure Subsidies for various typologies)	2	2	
	No Private Funding requirement (Services and Top Structure Subsidies for various typologies)	0		
	Public Funding Requirement (Services and Top Structure Subsidies for various typologies)	2	2	
	No Public Funding Requirement (Services and Top Structure Subsidies for various typologies)	0		
	Budget Estimates for Socio-Economic Facilities	2	2	
	No Budget Estimates for Socio-Economic Facilities	0		
Minimum Threshold			80	

12.6(d) Stage 2: PRESENTATION BY THE BIDDER / DEVELOPER

(i) PRESENTATION BY BIDDER / DEVELOPER: CATEGORY 1 – PIPELINE PROJECTS

It is important for the Bidding Developers to note the following:		Points
- The below mentioned criteria regarding the presentation by the bidder / developer is required for responsiveness and therefore eligibility for the next stage of evaluation. - This is done to determine the ability of each bidder to successfully execute the contract according to the Scope of Works. - Failure to score the minimum of Threshold of 80 Points for Presentation on Category 1 will lead to disqualification and bidder will not be considered for further evaluation, i.e., Mandatory Site Visit / Inspection		100
4. CATEGORY 1 – PIPELINE PROJECTS		100
These are projects that are still largely at feasibility and has not completed detailed planning stage.		
The above will be scored as follows:		

AREA OF WORK	CRITERIA	SCORE DISTRIBUTION & TOTAL		
Land Assembly	Ownership of Land / Land availability agreement / Purchase agreement (If not owned / available)	25	20	30
	Property Unencumbered (No Land Claim Status/Mineral Rights Holders Consent)	10	10	
	Property Encumbered (has Land Claims/Mineral Rights Holders Consent)	0		
Planning Statutory – Approval Status	Detailed Market study	10	10	40
	No detailed Market study	0		
	Draft Layout Plan	15	15	
	No draft layout plan	0		
	Detailed Environmental Scoping	10	10	
	No Detailed environmental Scoping	0		
	Detailed Geotechnical Investigation Phase 1 report	5	5	
	No Detailed Geotechnical Investigation Phase 1 report	0		
Bulk Infrastructure Status	Detailed Outline Scheme Report (OSR)	10	10	10
	No Detailed Outline Scheme Report (OSR)	0		
Implementation Programme and Social facilitation Plan	Detailed Methodology/ Implementation Plan project plan should indicate (a) key actions, (b) time frames and (c) deployment of key/relevant human resource capacity (d) stakeholder identification and participation		5	5
	Project plan with all four areas	5		
	Project plan with three areas	3		
	Project plan with two one area	1		
	Project plan with only one area/ no project plan / irrelevant project plan	0		

Spatial Transformation Objectives	Inside Priority Human Settlements and Development Areas	5	5	15
	Outside Priority Human Settlements and Development Areas	0		
	Supported by Municipality Spatial Development Framework	5	5	
	Not supported by Municipality Spatial Development Framework	0		
	Supported by Gauteng Spatial Development Framework	5	5	
	Not supported by Gauteng Spatial Development Framework	0		
Minimum Threshold				80

(ii) PRESENTATION BY THE BIDDER / DEVELOPER: CATEGORY 2 PROJECT – BANKABLE PROJECTS

It is important for the Bidding Developers to note the following: - The below mentioned criteria regarding the presentation by the bidder / developer is required for responsiveness and therefore eligibility for the next stage of evaluation. - This is done to determine the ability of each bidder to successfully execute the contract according to the Scope of Works. - Failure to score the minimum of Threshold of 80 Points for Presentation on Category 1 will lead to disqualification and bidder will not be considered for further evaluation, i.e., Mandatory Site Visit / Inspection.				Points																
				100																
5. CATEGORY 2 PROJECT – BANKABLE PROJECTS These are projects that are almost ready for implementation and have secured the majority of the statutory approvals, such as township approvals, General Plan <table border="1"> <thead> <tr> <th>AREA OF WORK</th><th>CRITERIA</th><th colspan="3">SCORE DISTRIBUTION & TOTAL</th></tr> </thead> <tbody> <tr> <td rowspan="3">Land Assembly</td><td>Ownership of Land / Land availability agreement / Purchase agreement (If not owned / available)</td><td align="center">15</td><td align="center">15</td><td rowspan="3">25</td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td>Property Unencumbered (No Land Claim/Mineral Rights holders consent)</td><td align="center">10</td><td align="center">10</td></tr> </tbody> </table>					AREA OF WORK	CRITERIA	SCORE DISTRIBUTION & TOTAL			Land Assembly	Ownership of Land / Land availability agreement / Purchase agreement (If not owned / available)	15	15	25				Property Unencumbered (No Land Claim/Mineral Rights holders consent)	10	10
AREA OF WORK	CRITERIA	SCORE DISTRIBUTION & TOTAL																		
Land Assembly	Ownership of Land / Land availability agreement / Purchase agreement (If not owned / available)	15	15	25																
	Property Unencumbered (No Land Claim/Mineral Rights holders consent)	10	10																	

	Property Encumbered (Has Claim Status/Mineral Rights holders consent)	0			
Planning Statutory – Approval Status	Detailed Market study	10	10	40	
	No detailed Market study	0			
	Approved and complete Layout Plan	15	15		
	Not Approved and complete Layout Plan	0			
	Detailed Environmental Scoping	10	10		
	No Detailed Environmental Scoping	0			
	Detailed Geotechnical Investigation GFSH2 Phase 1 report	5	5		
	No Detailed Geotechnical Investigation GFSH2 Phase 1 report	0			
	Detailed Environmental Impact Assessment	5	5		
	No Detailed Environmental Assessment	0			
	Record of Decision	5	5		
	No Record of Decision	0			
	Approved Township Establishment Application	5	5		
	No Approved Township Establishment Application	0			
	General Plan Approval	5	5		
	No General Plan Approval	0			
	Approved Detailed Engineering Designs	5	5		
	No Approved Detailed Engineering Designs	0			
Implementation Programme and Social facilitation Plan	Detailed Methodology/ Implementation Plan project plan should indicate. (a) key actions, (b) time frames and (c) deployment of key/relevant human resource capacity (d) stakeholder identification and participation		5	5	
	Project plan with all four areas	5			
	Project plan with three areas	3			

	Project plan with two areas	1		
	Project plan with only one area/ no project plan / irrelevant project plan	0		
Bulk Infrastructure Status	Detailed Outline Scheme Report (OSR)	5	10	10
	No Detailed Outline Scheme Report (OSR)	0		
	Signed Service Level Agreement (SLA)with the Municipality	5		
	No Signed Service Level Agreement (SLA) with the Municipality	0		
Spatial Transformation Objectives	Inside Priority Human Settlements and Housing Development Areas	2	2	6
	Outside Priority Human Settlements and Housing Development Areas	0		
	Supported by Municipality Spatial Development Framework	2	2	
	Not supported by Municipality Spatial Development Framework	0		
	Supported by Gauteng Spatial Development Framework	2	2	
	Not supported by Gauteng Spatial Development Framework	0		
Integrated Development Model	The structure and layout of the development should be informed by the Redbook (Section F) demonstrating the key planning and design guidelines, such as Public Open Spaces, Housing and social facilities, transportation and road pavements, water supply, sanitation. Stormwater, solid waste management, electrical energy and other crosscutting issues		5	9
	Demonstrating all 10	5		
	Demonstration a minimum of 6	3		
	Demonstrating less than 6	0		
	Minimum Threshold			

(iii) PRESENTATION BY THE BIDDER / DEVELOPER: CATEGORY 3 PROJECT – READY FOR TAKE OFF

It is important for the Bidding Developers to note the following:				Points
- The below mentioned criteria regarding the presentation by the bidder / developer is required for responsiveness and therefore eligibility for the next stage of evaluation. - This is done to determine the ability of each bidder to successfully execute the contract according to the Scope of Works. - Failure to score the minimum of Threshold of 80 Points for Presentation on Category 1 will lead to disqualification and bidder will not be considered for further evaluation, i.e. Mandatory Site Visit / Inspection				100
6. CATEGORY 3 PROJECT – READY FOR TAKE OFF				
These are projects that are almost ready for implementation and have secured the majority of the statutory approvals, such as township approvals, General Plan				
AREA OF WORK	CRITERIA	SCORE DISTRIBUTION & TOTAL		
Land Assembly	Ownership of Land Land availability agreement Purchase agreement (If not owned / available)	10	10	14
	Property Unencumbered (No Land Claim/Mineral Rights holders consent)	10	2	
	Property Encumbered (Has Claim Status/Mineral Rights holders consent)	0		
Planning Statutory – Approval Status	Detailed Market study	5	5	29
	No detailed Market study	0		
	Approved and complete Layout Plan	5	5	
	No Approved and complete Layout Plan	0		
	Detailed Geotechnical Investigation GFSH2 Phase 1 report	2	2	
	No Detailed Geotechnical Investigation GFSH2 Phase 1 report	0		
	Detailed Environmental Scoping	2	2	
	No Detailed Environmental Scoping	0		

	Detailed Environmental Impact Assessment	5	5	
	No Detailed Environmental Assessment	0		
	Record of Decision	5	5	
	No Record of Decision	0		
	Approved Township Establishment Application	5	5	
	No Approved Township Establishment Application	0		
Implementation Programme and Social Facilitation Plan	Detailed Methodology/ Implementation Plan project plan should indicate (a) key actions, (b) time frames and (c) deployment of key/relevant human resource capacity (d) stakeholder identification and participation		10	15
	Project plan with all four areas	10		
	Project plan with three areas	5		
	Project plan with only two area	3		
	Project plan with only one area/ no project plan / irrelevant project plan	0		
	Cash Flow Projects	5	5	
	No Cash Flow Projects	0		
Bulk Infrastructure Status	Detailed Outline Scheme Report (OSR)	4	4	17
	No Detailed Outline Scheme Report (OSR)	0		
	Signed Service Level Agreement (SLA)with the Municipality	3	3	
	No Signed Service Level Agreement (SLA) with the Municipality	0		
	Approved Detailed Bulk Infrastructure Designs	10	10	
	No Approved Detailed Bulk Infrastructure Designs	0		
Spatial Transformation Objectives	Inside Priority Human Settlements and Housing Development Areas	2	2	6
	Outside Priority Human Settlements and Housing Development Areas	0		

	Supported by Municipality Spatial Development Framework	2	2			
	Not supported by Municipality Spatial Development Framework	0				
	Supported by Gauteng Spatial Development Framework	2	2			
	Not supported by Gauteng Spatial Development Framework	0				
Integrated Development Model	The structure and layout of the development should be informed by the Redbook (Section F) demonstrating the key planning and design guidelines, such as Public Open Spaces, Housing and social facilities, transportation and road pavements, water supply, sanitation. Stormwater, solid waste management, electrical energy and other crosscutting issues	5	5	9		
	Demonstrating all 10	5				
	Demonstration a minimum of 6	3				
	Demonstrating less than 6	0				
Financial Model	Bulk Services Cost Estimate and Source	5	2	10		
	No Bulk Services Cost Estimate and Source	0				
	Internal Services Cost Estimates and Sources	2	2			
	No Internal Services Cost Estimates and Sources	0				
	Private Funding requirement (Services and Top Structure Subsidies for various typologies)	2	2			
	No Private Funding requirement (Services and Top Structure Subsidies for various typologies)	0				
	Public Funding Requirement (Services and Top Structure Subsidies for various typologies)	2	2			
No Public Funding Requirement (Services and	0					

	Top Structure Subsidies for various typologies					
	Budget Estimates for Socio-Economic Facilities	2	2			
	No Budget Estimates for Socio-Economic Facilities	0				
Minimum Threshold				80		

Any bidder who does not meet the minimum threshold of 80 points will be eliminated and will not be considered for mandatory site visit / inspection.

12.6(d) MANDATORY SITE VISIT / INSPECTION

It is important for the Bidding Developers to note the following:

- The below mentioned criteria regarding the Mandatory Site Visit / Inspection is required for responsiveness and therefore eligibility for the next stage of appointment / award.
- This is done for the purpose of verification and validate that each bidder is in possession of land and other resources as stipulated in the bid proposal to successfully execute the contract according to the Scope of Works.
- Failure to meet the requirement of the Mandatory Site Visit / Inspection will lead to disqualification and bidder will not be considered for further evaluation, i.e., Appointment / Award

CRITERIA	VALIDATED (YES/NO)	
	YES	NO
Land Availability		

13. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The Service Provider must take cognizance of, and adhere to, all applicable national and international standards, regulations, and best practice in the execution of his own work and when compiling specifications for construction works. International standards should only be used where no national standards, regulations and best practice exist, or where it is the norm to use or refer to such international standards, regulations, and best practice.

14. CLAIMS FOR PAYMENT

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals. All interim claims must be accompanied by an original tax invoice. Payment will be effected within 30 days of the date on the tax invoice.

15. EMPLOYER'S RIGHT TO RECOVER COSTS

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

16. PROJECT DURATION

The successful bidder(s) shall be appointed for a period of **5 to 10 years (to be implemented in phases)** based on the deliverables with the appointment.

- 16.1. The selected service provider is expected to commence the assignment upon appointment and to submit a project implementation plan 30 days after inception date for input and comments of the Employer and other stakeholders, or as otherwise indicated by the Project Manager.
- 16.2. The developer is thereafter expected to undertake all site investigations, stakeholder consultations, in accordance with the approved Project Implementation Plan.
- 16.3. During the course of the assignment, the service provider is expected to establish weekly progress report meetings with the project steering committee established by the Employer.

17. BRIEFING SESSION

A non-compulsory briefing session will be held virtually on Microsoft Teams at a date to be communicated by the Department. The briefing session is not compulsory, but attendance is highly recommended.

18. DEPARTMENTAL RIGHT

The Department reserves the right to award the tender in its entirety to one successful bidder or to award individual units to various bidders.

19. FORMAT AND SUBMISSION OF BIDS

The original bid document shall be submitted. All submissions must be one hard copy. The proposals must be submitted in one sealed envelope containing the proposal (technical response and the pricing schedule). **The submissions must be clearly marked with the description and the RFP number, and the Category the Bidder is responding to and submitted at:**

11 Diagonal Street, 17th floor (Reception Area), Newtown, Johannesburg, 2107

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

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

20. ENQUIRIES

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

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

The bid number and the Category should be mentioned in all correspondences.

NB: Please note telephonic requests for clarification will not be accepted.

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

RETURNABLE DOCUMENTS	
STAGE 1A: MANDATORY COMPLIANCE	
1.	Minimum bank rating of 'A' of the responded, joint venture partner or a confirmation from a funder of the development (Stamped by the bank not older than 3 months from the date of closing of the RFP)
2.	CIDB grading a minimum of 8GB and 8CE or above.
3.	Developer/Contractor a valid and certified copy of NHBRC Registration
4.	Qualifications, Professional Registration and CVs of All Key Personnel as per pages 23 – 25 above.
STAGE 1D: ADMINISTRATIVE COMPLIANCE	
5.	SBD 1 - Invitation to Bid
6.	SBD 4 - Bidder's Disclosure Form
7.	Valid Tax compliance status pin
8.	Proof of registration with Central Supplier Database

SPECIAL CONDITIONS OF CONTRACT

PROJECT NAME	ALTERNATIVE SANITATION SOLUTIONS FOR INFORMAL SETTLEMNTS
DESCRIPTION	THE SUBMISSION OF PROPOSALS FOR THE DEVELOPMENT OF MEGA AND CATALYTIC PROJECTS IN THE GAUTENG PROVINCE THROUGH THE APPOINTMENT OF TURNKEY DEVELOPERS A PERIOD OF 5 TO 10 YEARS (TO BE IMPLEMENTED IN PHASES)
CLOSING DATE	19 JULY 2023
CLOSING TIME	11H00
VALIDITY PERIOD	120 DAYS

1. EVALUATION

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

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

2. CENTRAL SUPPLIER DATABASE REGISTRATION

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

3. COMPLETION OF SBD DOCUMENTS

Bidders are required to complete SBD 1 and SBD 4.

ENQUIRIES

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

Any other enquiry related to bid process may be directed in writing for attention to Ms Nkele Maleka @ Nkele.Maleka@gauteng.gov.za and Mr. Mbuso Mazibuko @ Mbuso.Mazibuko@gauteng.gov.za. The bid number should be mentioned in all correspondences. Telephonic requests for clarification will not be accepted.

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

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

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

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.

- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

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

**8. Inspections,
tests and
analyses**

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

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

9. Packing

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

10. Delivery

and documents

- 10.1 the goods shall be made by the supplier in accordance with the terms
Deliv specified in the contract. The details of shipping and/or other documents
ery of to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely
convertible currency against loss or damage incidental to manufacture
or acquisition, transportation, storage and delivery in the manner
specified in the SCC.
- 12.1 Should a price other than an all-inclusive delivered price be required,
this shall be specified in the SCC.
- 12. Transportation**
- 13.1 The supplier may be required to provide any or all of the following
services, including additional services, if any, specified in SCC:
- 13. Incidental
services**

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

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

14. Spare parts

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

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

15. Warranty

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

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

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of

supplies or services from a national department, provincial department, or a local authority.

- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

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

23. Termination for default

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

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a

period not exceeding 10 years.

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

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

25. Force Majeure

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

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

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

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

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

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

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

**28. Limitation of
liability**

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. National Industrial Participation Programme (NIP)

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

General Conditions of Contract (revised February 2008)

