GAUTENG PROVINCE
HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

DEPARTMENT	**DEPARTMENT OF HUMAN SETTLEMENTS**
TENDER DESCRIPTION	**INVITATION TO POTENTIAL BIDDERS FOR EXPRESSION OF INTEREST IN THE CREATION OF A PROJECT BANK OF POTENTIAL MEGA AND CATALYTIC PROJECTS FOR FUTURE DEVELOPMENT OR IMPLEMENTATION IN THE GAUTENG PROVINCE THROUGH THE APPOINTMENT OF TURNKEY DEVELOPERS. (CATEGORY TWO- BANKABLE PROJECTS)**
TENDER NUMBER	**HLA 4/2/4-2023/14**

BRIEFING SESSSION	Yes X	No	SESSION COMPULSORY	Yes	No X
BRIEFING	VENUE	MICROSOFT TEAMS		TIME	10H00
	DATE	1 MARCH 2024			

CLOSING DATE	15 MARCH 2024
CLOSING TIME	11H00
VALIDITY PERIOD	120 DAYS

Notes:

- All bids / tenders must be deposited in the Tender Box at the advertised address:
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations 2022, the General Conditions of Contract (GCC) 2010 and, if applicable, any other special conditions of 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 4/2/4-2023/14	**Invitation to potential bidders for the expressions of interest for the creation of a project bank of potential Mega and Catalytic Projects for future development or implementation in the Gauteng province through the appointment of turnkey developers. (Category Two-Bankable Projects)**	There will be a Non-Compulsory Briefing Session on Microsoft Teams on the **1 March 2024 @ 10h00.** 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 **29 February 2024**	**Date: 15 March 2024** **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 February 2024.** Completed tender documents clearly marked with the relevant reference number and placed in a sealed envelope must be deposited in the tender box on the 17th Floor Reception Department of Human Settlements ,11 Diagonal Street, Newtown, Johannesburg, 2107 no later than 11:00 on or before the relevant stipulated date above.

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

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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REPUBLIC OF SOUTH AFRICA

REQUIREMENTS FOR REGISTERED BIDDERS ON CENTRAL SUPPLIER DATABASE
***PLEASE NOTE*:**

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

Registered Suppliers to ensure that all details completed below are CURRENT

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT

Name(s):____

Signature(s):____

Date:____

Submission of Financial Statements

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

a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.

b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)

c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.

d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.

e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.

f) In cases where the entity has operated for a period more than a year but less than three years, then the financial statement for the two years of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS					
BID NUMBER:	**HLA 4/2/4-2023/14**	**CLOSING DATE: 15 March 2024**		**CLOSING TIME:**	**11h00**
DESCRIPTION	**Invitation to potential bidders for the expression of interest for the creation of a project bank of potential Mega and Catalytic Projects for future development or implementation in the Gauteng province through the appointment of turnkey developers. (Category Two- Bankable Projects)**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
11 Diagonal Street, 17th 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

INVITATION TO POTENTIAL BIDDERS FOR EXPRESSION OF INTEREST IN THE CREATION OF A PROJECT BANK OF POTENTIAL MEGA AND CATALYTIC PROJECTS FOR FUTURE DEVELOPMENT OR IMPLEMENTATION IN THE GAUTENG PROVINCE THROUGH THE APPOINTMENT OF TURNKEY DEVELOPERS. (CATEGORY TWO- BANKABLE PROJECTS)

1. PURPOSE

1.1. Invitation to potential bidders for the expression of interests for the creation of a project bank of potential Mega and Catalytic Projects for future development or implementation in the Gauteng province through the appointment of turnkey developers.

1.2. The department aims to create a project bank that will serve as a source of supply for the future implementation of human settlements projects. Therefore proposals must focus on potential land parcels that have completed the detailed planning stage and have secured key statutory planning milestones.

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

1.4. Please also note that this calls only on potential bidders with privately owned land and no proposal will be accepted on state owned land.

2. BACKGROUND AND INTRODUCTION

2.1. The Gauteng Department of Human Settlements is a provincial department that oversees the planning and implementation 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 with the NDHS policy framework as per the Housing Code.

2.2. The Department plans to scale up the delivery of human settlements opportunities by embarking on a call for proposals for the future implementation of Mega and Catalytic Projects. The Mega and Catalytic programme is a key provincial human settlements delivery intervention which seeks to deliver human settlements opportunities at a bigger scale, while at the same time ensuring spatial transformation informed by the location thereof.

4.1. Mega and Catalytic projects can be considered as large scale and integrated residential developments with a potential project size of a minimum of 5 000 units and above for Greenfields projects and a minimum of 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.

4.2. 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). Proposed developments should always be located within municipal, provincial and national prioritized areas, such as the PHSHDAs, municipal SDFs, GSDF and the human settlements provincially defined Optimally Located Zones.

2.3. 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. OBJECTIVE OF THE CALL FOR PROPOSALS

3.1. The Gauteng Human Settlements Department hereby invites private sector developers, landowners, and other 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.

3.2. The call for proposals aims to attract potential human settlement developments that have completed key planning statutory requirements and are almost ready for implementation. Approvals in relation to key disciplines such as town planning, engineering, and environment should be in place from the relevant approving authorities.

NB! No projects that are still in pre-planning stages will be accepted.

3.3. In order to address the key strategic objectives of the programme 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 platforms to attract the involvement of businesses and communities in the funding and implementation of integrated human settlements initiatives.

4. KEY PILLARS FOR THE IMPLEMENTATION OF MEGA AND CATALYTIC PROJECTS

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

Table 2: *Mega and Catalytic projects key pillars*

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.
Proposed Project Finance Model	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 Compensation	Negotiations will have to be initiated to agree on the compensation of the land based on the agreed value thereof.
Bulk Services Infrastructure	Bulk availability as a critical component in unlocking the proposed development must be clarified in line with municipal requirements or standards
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 for sustainability purposes, particularly if it involves devolving the responsibility to another party. For example maintenance of common spaces for high-rise developments which also include other socio-economic infrastructure such as community halls, taxi rank, sports and small business facilities.
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 conceptualization of the land uses should take into consideration the provision of socio-economic land uses to cater for amenities 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.

5. OTHER SPECIFICATIONS TO BE COVERED BY THE PROPOSALS

5.1. The Gauteng Department of Human Settlements calls for development proposals on well-located privately owned land.

5.2. The land on which proposals are to be submitted, must be in line with spatial visioning and growth and development strategies of municipalities. Other national and provincial spatial guiding tools such as the Priority Human Settlements and Housing Development Areas (PHSHDA) and provincial spatial frameworks need to be taken into consideration.

5.3. Proposals should clearly demonstrate the development potential of the land by indicating the number of human settlement opportunities to be created.

5.4. Land maximization strategies such as densification should be explored by experimenting with innovative housing typologies consistent with government subsidy programmes.

5.5. Conceptualization of the developments must prioritize the creation of mixed land-use settlements that plan to accommodate mixed-income households.

5.6. The developments should also seek to create self-sustaining settlements by not only creating residential opportunities but economic ones also.

5.7. As a key dependent, a demonstration of the availability of necessary bulk infrastructure or lack thereof must be indicated.

5.8. The developer is 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.

6. ASSESSMENT AND EVALUATION OF PROPOSALS

6.1. 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.

7. EVALUATION METHODOLOGY

7.1. 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.

7.2. The bid evaluation will consist of Administrative Compliance, Mandatory Compliance, and functionality / Desktop evaluation,

7.3. Bids that do not meet mandatory compliance will not be considered for further evaluation on functionality / Desktop evaluation.

7.4. During the functionality stage, bids that do not meet the minimum threshold of 70 points will not be considered any further.

7.5. 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 Evaluation

(a) STAGE 1A: ADMINISTRATIVE COMPLIANCE

Administrative compliance comprises checking if bidders have complied with the requirements as listed below, non-compliance will not lead to disqualification:

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
- Proof of registration with the Central Supplier Database
- Company CIPC registration documents
- Company profile
- Valid B-BBEE verification certificate (SANAS accredited) or Sworn Affidavit
    - Tenderers are required to submit proof of their B-BBEE Status Level of Contributor. Proof includes an original or certified copy of a valid B-BBEE Status Level Verification Certificate, issued by an agency accredited by SANAS.
    - Tenderers who qualify as an Exempted Micro Enterprises (EME) must submit an original or certified copy of a valid Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oaths in line with the Justices of the Peace and Commissioners of Oaths Act, 1963. Alternatively, the bidder must submit an original or certified copy of a valid B-BBEE Certificate for Exempted Micro Enterprises issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the Department of Trade

and Industry (This certificate serves as a sworn affidavit in terms of Code Series 000, Section 4.5 of the Amended codes 2013.)

- In the case of a Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black-owned, then no B-BBEE Certificate is required as an original or certified copy of a valid Sworn Affidavit signed by the QSE representative and attested by a Commissioner of Oaths in line with the Justices of the Peace and Commissioners of Oaths Act, 1963. Alternatively, the bidder must submit an original or certified copy of a valid B-BBEE Certificate for QSE issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the Department of Trade and Industry. (This certificate serves as a sworn affidavit in terms of Code Series 000, Section 4.5 of the Amended codes 2013.)
- If the QSE is less than 51% black-owned, then the bidding entity will be required to provide an original or certified copy of a valid B-BBEE Certificate, issued by an agency accredited by SANAS, as well as the sworn affidavit to confirm their QSE status by providing an original or certified copy of a valid Sworn Affidavit signed by the QSE representative and attested by a Commissioner of Oaths in line with the Justices of the Peace and Commissioners of Oaths Act, 1963. Alternatively, the bidder must submit a valid B-BBEE Certificate for QSE issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the Department of Trade and Industry (This certificate serves as a sworn affidavit in terms of Code Series 000, Section 4.5 of the Amended codes 2013.).
- In case of a trust, consortium or joint venture, all tenderers must submit an original or certified copy of a valid consolidated B-BBEE Status Level Verification Certificate, issued by an agency accredited by SANAS**.**

NB: Note that a sworn affidavit as explained above is to be signed and commissioned by a Commissioner of Oath on the same date as the Deponent. The Commissioner's date on the Sworn Affidavit must be the same as the Deponent's date.

NB: Declarations will be subjected to validation.

(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 'B' of the responded, in case of joint venture a lead partner must submit a bank rating of B (Stamped by the bank not older than 3 months from the date of closing of the RFP).

- ✓ Proof of land ownership/availability that is unencumbered. Bidder to submit a title deed or a signed valid land agreement in case land is held by a third party.
- ✓ In the case of JV, an agreement must be submitted. A valid agreement is required in the case of a Consortium or joint venture signed by all party representatives. The document should be in full indicating the leading partner.
- ✓ In terms of project readiness the proposed development should be in possession of the following key statutory milestones supported by a portfolio of evidence (POE)
    1. Environmental Authorisation
    2. Approved Conditions of Establishment and layout plan

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

(c) STAGE 1C: FUNCTIONALITY

- Bidders will be awarded points as part of the evaluation criteria wherein they will be expected to meet certain minimum requirements. These minimum requirements are informed by the scope that are to be covered by the proposals.

- The two main point scoring categories will be in the following.

    (i) The minimum qualifications and experience for key personnel. Bidder/developer should also provide the stated Portfolio of Evidence (POE) and Means of Verification (MOV) as proof that their professionals are fully qualified, experienced and recognized.

    (ii) The minimum planning requirements in terms of the status of project preparation or development approval processes. Please refer to the following link https://www.ukesa.info/library/view/red-book for the Integrated Development Model area of assessment.

DESK-TOP EVALUATION: BANKABLE PROJECTS

It is important for the Bidding entities to note the following: • **Failure to score the minimum of threshold of 70 Points will lead to non – compliance and bidders will be disqualified.**	**Points** **100**
1. BANKABLE PROJECTS These are projects that are almost ready for implementation and have secured the majority of the statutory approvals, such as town planning-related approvals.	

AREA OF WORK	**CRITERIA**	**SCORE DISTRIBUTION & TOTAL**		
Planning Statutory – Approval Status	Detailed Market study	5	**5**	**25**
	No detailed Market study	0		

	Approved and complete Layout Plan	5	**5**			
	Not Approved and complete Layout Plan	0				
	Detailed Geotechnical Investigation GFSH2 Phase 1 report	5	**5**			
	No Detailed Geotechnical Investigation GFSH2 Phase 1 report	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 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	Location of projects in line with spatial targeting policy framework such as the PHSHDA, Provincial and Municipal Spatial Development Frameworks	10	**10**	**10**		

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	10	**10**	**10**
	Demonstrating all 10	10		
	Demonstration a minimum of 6	5		
	Demonstrating less than 6	0		
Proposed 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			
NB! All reports provided as POE to support the state of readiness for the projects should be signed by the relevant professionals				

Minimum Key Personnel Requirements

KEY RESOURCE	MINIMUM QUALIFICATION, EXPERIENCE AND POE/MOV	POINTS
Project Manager/ Team Leader	• 5 years post qualification • NQF7` Industry-related qualification. • Curriculum Vitae indicating years of relevant experience as a Project Manager / Team Leader. • Originally certified copy of qualification • Originally certified and valid proof of registration with SACPCMP as PrCPM	**5**
Civil Engineer	• 5 years post qualification • NQF7` Industry-related qualification • Curriculum Vitae indicating years of relevant experience as a Civil Engineer. • Originally certified copy of qualification • Originally certified proof of registration with ECSA (Pr Eng/PrTechEng)	**5**
Electrical Engineer	• 5 years post qualification • NQF7` Industry-related qualification. • Curriculum Vitae indicating years of relevant experience in Electrical Engineering. • Originally certified copy of qualification • Originally certified proof of registration with ECSA (Pr Eng/PrTechEng)	**5**
Town and Regional Planner	• 5 years post qualification • NQF7` Industry-related qualification • Curriculum Vitae indicating years of relevant experience in Town and Regional Planning. • Originally certified copy of qualification • Originally certified proof of registration with SACPLAN as (PrPLN)	**5**
Environmental Specialist	• 5 years post qualification • NQF7` Industry-related qualification • Curriculum Vitae indicating years of relevant experience as an Environmental Specialist. • Originally Certified copy of qualification • Originally Certified Proof of registration with SACNASP or EAPSA as an Ecological or Environmental Scientist.	**5**
Architect	• 5 years post qualification • NQF7` Industry-related qualification • Curriculum Vitae indicating years of relevant experience as an Architect. • Originally certified copy of qualification • Originally certified proof of registration with SACAP (PrArch or PrArchtech)	**5**
THRESHOLD		**70**

NB: Foreign Qualifications to be accompanied by SAQA verification Certificate

NB! The department may request a presentation by the developer to gain further insight on the proposed development and for clarification purpose. Thereafter a site visit to the location of the proposed project may also be undertaken.

Any bidder who does not meet the minimum threshold of 70 points will be eliminated and will not be considered for the placement in the panel.

8. 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.

9. CLAIMS FOR PAYMENT

9.1. 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.

10. EMPLOYER'S RIGHT TO RECOVER COSTS

10.1. 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.

11. 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.

11.1. 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.

11.2. The developer is thereafter expected to undertake all site investigations, stakeholder consultations, in accordance with the approved Project Implementation Plan.

11.3. 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.

12. **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.

13. 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.

14. 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 (Security)

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.

15. 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 ‘B’ of the responded, in case of a joint venture a lead partner must submit a bank rating of B (Stamped by the bank not older than 3 months from the date of closing of the RFP).
2.	Proof of land ownership/availability that is unencumbered. Bidder to submit a title deed or a signed valid land agreement in case land is held by a third party
3	In the case of JV, an agreement must be submitted. A valid agreement is required in the case of a Consortium or joint venture signed by all party representatives. The document should be in full indicating the leading partner.
4	In terms of project readiness, the proposed development should be in possession of the following key statutory milestones supported by a portfolio of evidence (POE) ✓ Environmental Authorisation ✓ Approved Conditions of Establishment and layout plan
STAGE 1B: 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 the Central Supplier Database
9.	Company CIPC registration documents
10.	Company Profile
11.	Valid BBBEE Certificate or Sworn Affidavit

SPECIAL CONDITIONS OF THE CONTRACT

TENDER NUMBER	HLA 4/2/4-2023/14
DESCRIPTION	INVITATION TO POTENTIAL BIDDERS FOR EXPRESSION OF INTEREST IN THE CREATION OF A PROJECT BANK OF POTENTIAL MEGA AND CATALYTIC PROJECTS FOR FUTURE DEVELOPMENT OR IMPLEMENTATION IN THE GAUTENG PROVINCE THROUGH THE APPOINTMENT OF TURNKEY DEVELOPERS. (CATEGORY TWO-BANKABLE PROJECTS)
CLOSING DATE	15 MARCH 2024
CLOSING TIME	11H00
VALIDITY PERIOD	120 DAYS

1. EVALUATION

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

The Tender shall be evaluated on the basis 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. NON - COMMITMENT

3.1 The department is not bound to accept any of the bids submitted.

3.2 The department reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference prior to the closing date.

3.3 The cost of preparing bids will not be reimbursed.

4. REVIEW PROCESS

4.1 Documents submitted on time by bidders shall not be returned and shall remain the property of the department.

4.2 All bids duly lodged will be evaluated in accordance with the evaluation criteria.

5. LATE BIDS

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

6. GENERAL

6.1 Bidders must provide all the information requested in the Terms of Reference and as specified further in the Special Conditions.

6.2 The department reserves the right to procure its requirements elsewhere outside the contract should the services be urgently required and not immediately available or in emergency cases.

6.3 In instances where the price for construction services is fixed/regulated, the rotation of pre-qualified bidders will be done in such a manner that all registered bidders will have an opportunity to benefit from the procurement process.

6.4 A schedule of attached milestones which are fixed shall include all services, reimbursements, profits and any other costs to be incurred by the Service Provider. All successful contractors will be subject to the attached prescribed fixed rates (see Annexure "B" – PRT Milestones).

6.5 The department reserves the right to arrange contracts with more than one service provider.

The department reserves the right not to appoint.

During the implementation of the panel appointments may be awarded to a tenderer that did not score the highest points in accordance with section 2(1)(f) of the PPPFA Act 5 of 2000.

The objective criteria in terms of section 2(1)(f) of the above-mentioned Act apply.

The duration of the contract is for a period of 36 months from the date of appointment.

Bidders would be required to report on expenditure to designated sectors (i.e women, youth, and people with disabilities), township economic revitalization (TER) and jobs created in a format prescribed by the department supported by the requisite proof of evidence (POE).

After the establishment of a panel, bidders may be required to provide proof of the following documents prior to the appointment to any project:

Valid COIDA certificate of good standing

- Letter of intent to issue performance guarantee to the contractor from the guarantor.
- Bank rating letter.

7. REASONS FOR REJECTION

7.1 The department reserves the right to return late bids as mentioned in section 5 above.

7.2 The department reserves the right to determine and reject bids that are not in accordance to specification/Terms of Reference.

7.3 Bidders shall not contact the department on any matter pertaining to their bids from the closing date to the time the bid has been adjudicated. Any effort by a bidder to influence the bid evaluation or adjudication may result in rejection of the bid concerned.

7.4 The department shall reject a submission if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.

7.5 The department may disregard any submission if that bidder, or any of its directors:

(i) Have abused the Supply Chain Management (SCM) system of any Government Department;

(ii) Have committed proven fraud or any other improper conduct in relation to such system;

(iii) Have failed to perform on any previous contract and the proof thereof exists; and

(iv) Is restricted from doing business with the public sector or if such supplier failed to perform on a contract based on the specific goals.

8. ENQUIRIES

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

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

Annexure A

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

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16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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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,

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

General Conditions of Contract (revised February 2008)