

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	NT004-2021	CLOSING DATE:	9/04/2021	CLOSING TIME:	11:00 AM
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A PRECINCT DEVELOPMENT AND MANAGEMENT PROCESS AND GUIDE IN ADDITION TO PROVIDE SUPPORT TO THE NEIGHBOURHOOD DEVELOPMENT PARTNERSHIP PROGRAMME FOR TWENTY-FOUR (24) MONTHS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE FOLLOWING ADDRESS:					
<b>TENDER INFORMATION CENTRE (TIC)</b>					
<b>DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>240 Madiba Street between</b>					
<b>ABSA and Urban Eatery Restaurant</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
	NAME:				
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ANSWER PART B:3 BELOW ]
<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>			
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE (ALL INCLUSIVE)</b>	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
<b>DEPARTMENT/ PUBLIC ENTITY</b>	<b>National Treasury</b>	<b>CONTACT PERSON</b>	<b>Samantha Govender-Hlahatsi</b>
<b>CONTACT PERSON</b>	<b>Thivhileli Matshinyatsimbi / Knowledge Ndou</b>	<b>TELEPHONE NUMBER</b>	
<b>TELEPHONE NUMBER</b>		<b>FACSIMILE NUMBER</b>	
<b>FACSIMILE NUMBER</b>		<b>E-MAIL ADDRESS</b>	<b>Samantha.GHlahatsi@Treasury.gov.za</b>
<b>E-MAIL ADDRESS</b>	<b><a href="mailto:thivhileli.matshinyatsimbi@treasury.gov.za">thivhileli.matshinyatsimbi@treasury.gov.za</a> / <a href="mailto:knowledge.ndou@treasury.gov.za">knowledge.ndou@treasury.gov.za</a></b>		

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
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 ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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



National Treasury

## Terms of Reference:

# **NT004-2021: Appointment of a service provider to develop a Precinct Development and Management Process and Guide in addition to provide support to the Neighbourhood Development Partnership Programme for twenty-four (24) months**

## **1 PURPOSE**

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The National Treasury's Neighbourhood Development Partnership Programme (NDPP) requires the appointment of a Service Provider with extensive expertise to develop a Precinct Development and Management Process, Guide, Templates and Indicators including developing a stakeholder approach, relevant research, conducting stakeholder engagement of practitioners within the Precinct management sector (public and private) and provide support to the National Treasury NDPP's Precinct Management team over a 24 month period.

## **2 BACKGROUND**

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Established In 2006, the Neighbourhood Development Partnership Programme (NDPP) unit is responsible for managing the Neighbourhood Development Partnership Grant (NDPG). The Grant aims to fund, support and facilitate the planning of spatially-targeted precincts and implementation of neighbourhood development programmes that provide catalytic infrastructure to attract third-party public and private sector investment. The objective is to realise the social and economic potential of targeted underserved neighbourhoods, improve residents' quality of life and contribute to inclusive economic growth.

Despite the presence of Precinct Plans, economic tools and public investments - a Precinct may still fail to develop into a thriving urban space. Precinct management is required to provide an immediate, integrated and on-going improvement in the environment (safe, clean & maintained) to instill community confidence, private/public sector investment confidence, investment retention, place making, social responsiveness, branding/marketing, activating community/stakeholder participation, and risk management. Precinct Development is required to provide coordination of the precinct phasing, sequencing, packaging of land to be put to market, packaging/implementation/funding of various catalytic projects to ensure the long term development vision of the Precinct is realized.

In line with national objectives of promoting equity, economic and social development, Precinct Management and Development is not about the privatisation of public space, or of creating zones of exclusion, but about creating integrated, safe and vibrant Precincts with inclusive public spaces that work for all its users. Precinct management initiatives/practices exist across South Africa with the key regulatory instruments being (1) the Special Rating Areas, as contained in the Municipal Property Rates Act, which is administered by DCOG and (2) the Gauteng CID Act and (3) Local bylaws – with varying levels of complexity, successes and challenges.

The NDPP Precinct Management and Development process is an intensive Stakeholder and community engagement driven process which is centred around collaboration between the Municipality and all Precinct stakeholders (public sector, private sector, community, etc) resulting in a Partnership approach to managing and developing the Precinct. A few municipalities were selected to be part of the a NDPP's Precinct management pilot programme. These Precincts are at various stages and additional municipalities have been/may be added over time. Every precinct has its own characteristic/development needs and therefore needs a unique solution for its development. The NDPP has learned lessons from the programme to date and hence has in the interim revised the Precinct Management process. Lessons learned include but not limited to role/quality of Stakeholder engagement, depth of precinct profile, sustainable institutional arrangements, encouraging stakeholder/community buy-in, role of municipality and ensuring that the Precinct Management & Development plan is relevant to the development state of the Precinct – this has been the basis for updating the Precinct Management process

The purpose of this Terms of Reference is to bring on board expert precinct management and development service providers to review the NDPP's Precinct Management programme, update the Precinct Development and Management Process/Guide document and assist with the other key deliverables. The required service provider must be able to work under immense pressure and be able to deliver with efficiency for the NDPP.

### **3 SCOPE OF PROJECT AND DELIVERABLES**

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#### **3.1 Project Scope**

The Service Provider will be required to programme manage and deliver on the following Scope and outcomes:

- Part 1 - Project Inception Report and Meeting
- Part 2 - Project Communications and Stakeholder engagement
- Part 3 - Precinct Development & Management Research and Process Map
- Part 4 - Precinct Development & Management Guide, Templates and Indicators
- Part 5 - Executive Support/Mentorship to the NDPP Precinct Management Team
- Part 6 - Project Close out

#### **3.2 Project Deliverables**

The expected project deliverables refer to the above mentioned project scope and can be grouped in the following project Parts:

##### **3.2.1 PART 1: Project Inception Report & Inception Meeting (Year 1)**

The Service Provider is required to develop a detailed Inception Report and present this at the Project Inception Meeting. The Project Inception report to include but not limited to: Agreed scope of service, Project methodology, Project value add-ons, Project Team and resources (allocation), Project work plan, Project Communications/Stakeholder Engagement proposal, Project governance: Project Steering Committee, and Project Finances: cash flow/drawdowns (including the hours per resource and total cost per phase). NT NDPP's sign off is required, on the Inception Report prior to proceeding or processing of invoices.

##### **3.2.2 PART 2: Project Communications and Stakeholder Engagement (Year 1 & 2)**

The Service Provider will be required to ensure Project communications and Stakeholder engagement with both public and private sector Precinct management practitioners. During the

development of the Parts of work, convene a minimum of 6 stakeholder engagement workshops with public and private sector precinct management practitioners locally (public and private sector) and internationally (via Zoom or MS Teams) to commence a national conversation on Precinct Management. Mapping of the outcomes, content direction and possible learnings for the sessions will be done together with Service Provider and NT NDPP. Stakeholder engagements are envisaged to be both in-person and online, dependent on the Covid-19 status.

- Stakeholder mapping exercise (local and international) - to be approved by NT NDPP before commencement of the Stakeholder Engagement.
- Report of Stakeholder engagements to include: findings, best practices, challenges within the Precinct management sector and recommendations. Maintain minutes, registers of attendance.

### **3.2.3 PART 3: Precinct Development & Management Research and Process Map (Year 1)**

The Service Provider will be required to develop a comprehensive Precinct Development & Management Research and Process map that includes but is not limited to:

- Conduct lessons learned of the NDPP's current pilot programme – engage with NDPP Team and key municipal officials (Set up by NDPP) via Skype/Zoom including questionnaires and one-one meetings where possible.
- Summarise relevant international and local precedent in terms of Precinct Development and Management including but not limited from countries similar to South Africa.
- Review current National Treasury Precinct Development and Management process (v1 and v2) and the previous Precinct Management Art of Precinct Management - highlight areas for improvement.
- Develop a revised Precinct Development and Management process map (detailed for both development and management sections) tailored to a range of precincts: emerging/declining/mature precincts in both rural, urban and township areas. Develop a detailed process map for NDPP and a simpler version to share with our Partners.
- Advise on legislative/policy matters regarding precinct development/management including ramifications on required legislation on urban management.

NT NDPP's sign off is required on Part 3 before commencement of Part 4.

### **3.2.4 PART 4: Precinct Development & Management Guide, Templates and Indicators (Year 1)**

The Service Provider will be required to develop a comprehensive Precinct Development and Management Guide, Templates and Indicators:

- Develop a user friendly ***Precinct Development and Management Guide*** (including the design of the document and images/graphics) based on the revised process tailored to a range of precincts (emerging/declining/mature precincts in urban/rural/township areas). Include how the:
  - Precinct will be *developed* over time (attraction of investment - IGPP will be funded, sequenced, packaging of land to be put out to market, stakeholder engagement to ensure the development of the precinct over time, role of municipality, other municipal stakeholders, private sector and community)
  - Precinct will be *managed* over time: Marketing and branding, Public Safety, Cleaning, Maintenance (hard and soft), Landscaping, Place making and activations, Social responsiveness (homelessness, drugs, alcohol, health etc) and Economic Opportunities (SMMEs, Job creation, Enterprise development).
- Develop relevant **templates** (MS office package or editable PDF) that are required during the different phases of the precinct development and management process.

Content areas for templates will be discussed and agreed upon with the NT NDPP Team. Including but not limited to the following templates:

**Templates: Muni/NDPP**

- o Contract/SLA between Municipality and NT NDPP
- o Letter Template
- o Progress and Indicator Reporting template to municipality/NDPP
- o Project Charter (Municipality, NT NDPP and Service Provider)

**Templates: Service Provider**

- o Work plan Template
  - o Cash flow Template
  - o Inception report
  - o Precinct Profile
  - o Stakeholder/Community Engagement Report & Stakeholder Table (track engagements)
  - o Partnership framework (Public, private, civil society partnership approach)
  - o Precinct Development and Management Plan / Business Plan
  - o PowerPoint presentation template based on the Plan
  - o Precinct service delivery framework for municipality to implement
  - o Monitoring and Evaluation report for precincts to report to NDPP on a quarterly/monthly basis during the process and post.
  - o Financial Model Template for Precinct Development and Management with options to ensure that each Precinct can be personalised
  - o Funding mobilisation plan Template – which will assist in the identification of funding streams from multiple sources (public sector, private sector, community, etc.)
- Development of the structure and key content areas for the **Precinct Development and Management Plan, Financial model and Funding mobilisation plan.**
  - Development of a ***Precinct Development & Management structure*** establishment plan including any templates, models, reports etc. The structures to be unpacked include a few potential forms: from Informal (stakeholder forum), voluntary to formal (contributing and non-contributing) which need to be articulated.
  - Development of a ***Precinct Development & Management thematic approach.*** Identify potential themes for Precinct Management and Development which the Precinct Management/Development plan can be Focused on.
  - Develop a set of ***Development and Management precinct Indicators*** and its supporting definitions/measurement guides/reporting to monitor the precinct management/development implementation and the overall performance of the precinct against different factors: safety, cleanliness, responsiveness to service delivery issues, investment attraction, social responsiveness, place making, economic development, marketing/identify/branding, etc.
  - Development of a ***menu of Incentives (financial and non-financial)*** that can be implemented by the municipality to attract private and public sector investment
  - Development of ***menu of quick win projects*** within the precinct management strategic objectives: Economic Development (Job creation, Enterprise development), Place making, Active Citizenship and their contribution to the precinct, Safety, Cleanliness, Social responsiveness, Precinct stakeholder activation, Place making). These need to be practical projects that can initiate or kick-start Precinct development and management within a precinct very quickly to ensure neighbourhood activation, re-invigorate and activate communities/stakeholders and ensure their trust is built and buy-in.

- **Development of a comprehensive Precinct Development & Management: Stakeholder Engagement & Partnership Approach (Year 1).** Based on the new PD&M process, develop a stakeholder engagement approach (*practical how-to-guide with tools/techniques*) and not a theoretical discussion document) that could be employed throughout precinct management and development process by the municipality and service providers.
  - Identification/Documentation of innovative tools and techniques for participatory community planning and activation of a variety of a variety of stakeholders- woman, children, older generations, SMMEs, NGOs/CBOs, unemployed, Informal sector, formal business, public sector, etc. The aim is to understand stakeholders needs/problems/positives of the Precinct, activate citizens to connect and contribute to the Precinct.
  - Develop a stakeholder engagement communication framework
  - Develop a set of tools/techniques for community data collection for inclusion into the Precinct profile – safety perception, crime hotspots, SMME locations/sector mapping, urban fabric degradations, schools, businesses, social facilities, etc
  - Development of an ideal institutional arrangement within municipalities/precinct stakeholder forum/entity to ensure the management/development of the precinct – focused on a thematic approach.

Present the draft and final Process & Guide to NT NDPP team at NT office in Pretoria Tshwane. Any amendments to be effected prior to sign-off or payment of invoices.

### **3.2.5 PART 5: Expert Support/Mentorship to the NDPP Precinct Management Team (Year 1 & 2)**

The Service Provider will be required to provide expert Precinct Development & Management support/mentorship to the NDPP Precinct Management Team:

- Provide capacity building to the NDPP Precinct Management team minimum of 8 sessions to cover different aspects of precinct development and management
- Provide support to NDPP team in reviewing 3 precinct development and management plans from municipalities. Review and give input on the documents including attending a meeting with Municipality to review the 3 final precinct development and management plans.

### **3.2.6 PART 6: Project Close out (Year 2)**

The Service Provider will be required to fulfil and complete the programme close-out including soft copies on 2 memory sticks and 2 sets of printed copies of all project phases' final documentation to facilitate effective completion, handover and operation of the precinct. All stakeholder engagement sessions need to be minuted, meeting report including maintaining a detailed contact list. All documents accessed from the NT NDPP unit is confidential and all documents developed during this Project remain the property of the NT NDPP. The Service Provider is prohibited to use the process or any documents developed for personal gain post this project. The Service Provider is required to be present for a final handover meeting.

## **4 REFERENCE DATA**

On appointment, the Service Provider shall, where applicable, be provided with all reports and studies previously conducted in respect to Precinct Management & Development by National Treasury NDPP staff or previous Service Providers as indicated in Table 1 below. Schedule of background documents to be made available to the successful bidder:



Document title	Year	Compiled by
NT NDPP's Precinct management Process	2020	NT NDPP's Precinct Management Team
NT NDPP's Precinct management Process	2016	NT NDPP's Precinct Management Team
NT NDPP's Investment Planning Templates	tbc	NT NDPP's Investment Planning Team
Review and Analysis of the Current Enabling Framework for Legislated Management Districts	2016	Rebel Group
The Art of Precinct Management: A Municipal Guide	2014	PDG
The Art of Precinct Management: Supporting Case Study Material	2014	PDG

## 5 PROJECT RESOURCES

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The Service Provider must possess the relevant skills and experience to undertake the Project assignment, which should include the following: Policy Development & Process Mapping; Precinct Management & Development; Business Plan & Financial model; Stakeholder & Community Engagement; Research and Framework development; Precinct Management/ Urban Management Legislative, Policy, By-law including high level verbal/written communication skills and high level report writing. The Project leader needs to be appointed from the team.

An Intended Resource Allocation Schedule should be issued as part of the tender requirements indicating the dedicated resources (human and otherwise) expected to successfully deliver on the Project outcomes. Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the pre-approval of the Client in advance.

## 6 FINANCIAL ARRANGEMENTS AND SPECIAL CONDITIONS

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### 6.1 Financial arrangements

The Client/NT NDPP agrees to provide all the financial resources towards the development of the Precinct Development and Management Process, Guide, Indicators and other deliverables as per this Terms of Reference. Funding will be made available by the Client on the basis of progress reports, financial and cash-flow reports timeously issued, the format of which is to be agreed on as part of the planning and execution process. The project progression, deliverables and payments will be monitored by the Client's Representatives from CD: NDPP unit, NT.

### 6.2 Remuneration Schedule and Disbursement Arrangements

The successful bidder will be remunerated in South African Rands, inclusive of disbursements. The Service Provider is to provide a detailed price breakdown for each of Part 1, 2, 3, 4, 5 and 6 including sub-deliverables as per the Project Plan. Service Provider is required to provide a Cash Flow linked to the Project plan. The Service Provider is to ensure that all above deliverables are met within time, budget and quality and to the satisfaction of the NT NDPP project team.

### 6.3 Claims for Payment

Deliverables need to be submitted to NT for review, amendments to be effected and final deliverable submitted to NT NDPP for sign-off. Only on approval of the deliverable and sign-off, thereafter an invoice can be submitted to NT NDPP for processing. Invoices must be accompanied by the signed-off deliverables, tax clearance certification and any other required documents by NT to process the invoice. Payment will be effected within 30 days of date of receipt of tax invoice.

### 6.4 Client's Right to Recover Costs

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

## 7 TENDER SUBMISSION REQUIREMENTS

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Qualified service providers interested in performing the work described in this request for proposals should submit the following information:

- **Company profile**
  - Company profile including a summary of the Company's background including number of years in existence
  - List in tabular form the Bidders track record in doing similar projects developing processes, guide books, research, template, indicators and stakeholder/community engagement.
- **Understanding and Methodology of Project**
  - Understanding of the project and the project components as described in Section 3 (Scope of Work).
  - Proposed methodology for the successful completion of the project including approach-per-Project-Part
  - Proposed actions to ensure quality control, enhance project management and team communication
  - Provide a detailed proposed *Project work plan* including the breakdown of the Parts into deliverables and sub-deliverables
  - A list of critical issues that the Service Provider considers to be of importance for the project;
  - A proposed *Cash-Flow* linked to the work plan and deliverables
- **Project Team**
  - Organogram of Project Team assigned to this project and their roles/expertise.  
*Note: This is not a company organogram but a project organogram of staff assigned to this project.*
  - The number of black professionals and women in the team, highlighting the role and responsibility each one will play in the project;
  - Provide detailed 6 CVs only of the proposed team members assigned to the project outlining their assignments/expertise (as per 8.3) that has a bearing on the required services. The proposed project team must include the project leader assigned to the project. The project team leader must have experience in managing multi-disciplinary projects.
  - In a table (1) format highlight each Team (including sub-contractors) members name, role in this Project, qualifications, relevant experience/skills to this project, their number of years' experience, relevant professional registration, availability to

- perform the work - Cross referenced to each component of Project work and deliverable/sub deliverable.
- In a table (2) format highlight each team members name, role in the project and include a list of similar projects with similar services/project scope/complexity (*Name of Project, Scope of work, Start/End date, Value*) completed in the last 5 – 7 years and provide a list of three (3) references for similar projects (*Team member, Client Contact details – Name of Client, Contact person, Telephone number, email address*).
- As part of the reference check process, NT reserves the right to visit one or more of the listed projects and/or request a copy of the documentation completed;
- In the event where the **Tenderer intends utilizing foreign nationals**, it must observe Act No. 4 of 2014: Employment Services Act, and Act No. 13 of 2002 IMMIGRATION ACT. The firm will also be expected to prove that:
  - The firm has exhausted all avenues to acquire that particular skill within the country
  - The personnel has a valid work permit
  - Foreign qualifications have been approved by the SAQA
- **Value add**
  - Any value added services (additional) to be offered to NT NDPP including any unique selling points

In submitting the above information, the proposal must take into account the selection and evaluation criteria outlined in detail below.

## **8 SELECTION AND EVALUATION CRITERIA**

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The selection and evaluation criteria that will be used will be based in the following:

### **8.1 Proposed Methodology and Work Plan**

A proposed methodology must be provided with the proposal tender submission, which must be of sufficient detail (but preferably not more than 10 pages in length) to indicate that the project brief has been understood. That is, tenderers must show that they have appreciated the scope of the work and associated deliverables, and indicate the approach and methodology that they intend following in order to reach the required outcome including a Project Work plan.

### **8.2 Expertise of the Project Leader**

The Project Leader is the person under whose direction the service is to be provided. The qualification and experience of the Project Leader is key to the successful provision of the services required. Assessment of the Project Leader will be undertaken as per the evaluation criteria set in this document. The dedicated Project leader will be one of the Professional members however must have the capabilities to manage a multi-disciplinary team, a qualified Professional with a minimum of seven (7) years verifiable post graduate experience in the design, implementation, coordination and project management of similar projects and who will be responsible for all work carried out in terms of this tender.

### **8.3 Expertise of key personnel and professionals**

As the work required in terms of this tender is considered to be technically complex and requires expertise, it is essential that suitably qualified and experienced personnel be assigned to this project on a dedicated basis as required by their role in the project and its required duration. Besides the

minimum eligibility requirements, it would be extremely advantageous if the key personnel are professionally registered and can demonstrate recent experience related to specific aspects and deliverables of this project.

<b>Policy Development &amp; Process Mapping</b>	<ul style="list-style-type: none"> <li>▪ Policy and business processes review</li> <li>▪ New policy development</li> <li>▪ Business process mapping</li> <li>▪ Financial management/accounting</li> <li>▪ Knowledge and experience in the government policy formulation process and development</li> <li>▪ Development of Policy/Process Guide document</li> </ul>
<b>Precinct Management &amp; Development</b>	<p>Knowledge and experience in:</p> <ul style="list-style-type: none"> <li>▪ Precinct management policy/processes/implementation, enabling precinct management legislation, hands on experience in understanding/managing CIDS/SRA/other Precinct management models</li> <li>▪ Precinct Development Strategy – Commercialisation of the Precinct, Commercial and financial modelling, Property Economics, Incentive package (regulatory and financial), land packaging and taking to market</li> <li>▪ Understanding of Built environment, Local planning processes and Intergovernmental relations;</li> <li>▪ Precinct management &amp; development practices within a variety of contexts (urban rural and township) established, declined and emerging areas both locally and international</li> <li>▪ Precinct management to include: safe, clean, place making/activation, social responsiveness, LED/Value chains, Investment attraction, Citizen activation, Identity/Branding/Marketing, etc.</li> </ul>
<b>Business Plan &amp; Financial model</b>	<ul style="list-style-type: none"> <li>▪ Develop viable and financially sustainable Business Plan for different contexts: urban, rural and township areas</li> <li>▪ Understand the Governance, Resource and Financial elements of business plan</li> <li>▪ Develop a financial model aligned to the business plan</li> <li>▪ Review of Business Plans</li> </ul>
<b>Stakeholder &amp; Community Engagement</b>	<ul style="list-style-type: none"> <li>▪ In-depth understanding and experience in multi sector stakeholder engagement utilising a variety of innovative techniques</li> <li>▪ In-depth understanding and experience in engaging and working with a variety of stakeholders especially with communities - being able to build trust and activation of a partnership approach in different contexts e.g. urban, rural and township areas.</li> </ul>
<b>Research and Framework development</b>	<ul style="list-style-type: none"> <li>▪ Excellent research skills into built environment urban management issues.</li> <li>▪ Excellent writing skills (status quo analysis, lessons learned and case studies)</li> <li>▪ Framework development</li> </ul>
<b>Precinct Management/ Urban Management Legislative, Policy, By law</b>	<ul style="list-style-type: none"> <li>▪ Knowledge of both local, national and international urban management/precinct management and development legislation, policies and bylaws.</li> <li>▪ Understand the required legislation on local government and urban management /precinct management including the incentives/financial models and the challenges experienced during implementation.</li> </ul>
<b>General</b>	<ul style="list-style-type: none"> <li>▪ Verbal and written communication skills</li> <li>▪ High level Report Writing</li> <li>▪ Project management</li> <li>▪ Resource Management</li> </ul>

#### 8.4 Availability/Allocation of resources

Tenders must indicate what dedicated resources (human and otherwise) they have available and intend allocating to this project, and on what basis (that is, for what aspect of work, and whether full

or part time), if successful. This will include the key personnel and supporting functions and staff. Other resources, for example, would be the type of software package intended for use on this project, whether or not it is owned or licensed to the tenderer, or whether it is available through some other means. Based on this requirement a resource allocation schedule must be included in the proposal. The resources listed by the tenderer must be available to the project and the tenderer must indicate the current utilisation of such resources so that their availability can be assessed. Tenderers should note that, during the course of any contract arising from this tender, any of the personnel listed at tender stage may only be replaced with personnel with similar or higher qualification and experience, subject to the prior approval of the Client.

### 8.5 Track record In similar Projects

The tenderer must provide a list of all similar projects related to the specific intended project scope and complexity that have been successfully completed in South Africa in the past five (5) to seven (7) years, or that are underway at present. The tenderer should clearly describe the scope and value of work, the role of the tenderer and the status of the project.

### 8.6 Value Add

The value added by the tenderer in delivering the services is a submission that answers the question as to why the Client will derive better value for money by contracting with the tenderer rather than with any other tenderer. Examples of value add include but is not limited to:

- Innovative ideas that can enhance delivery and content of the project
- Knowledge Management and Communications expertise including ideas on how to promote the work of NT NDPP's Precinct Management work and create platform for knowledge sharing between public and private sector.
- Depth of in-house expertise
- Knowledge transfer to NT NDPP team members

The tenderer must briefly outline the value add and attach to the submission. The tenderer should also state what added value other staff members will provide to the service.

## 9 MINIMUM SCORE FOR QUALITY

The submitted tender must achieve the minimum score for quality as stated below in order to be evaluated. The description of the quality criteria and the maximum possible score for each criteria is shown in the table below.

Quality Criteria	Maximum possible score
Proposed Methodology and Work Plan	15
Project leader: Qualifications, Skills and Experience	15
Professional team: Qualifications, Skills and Experience <ul style="list-style-type: none"> <li>▪ Policy Development &amp; Process Mapping</li> <li>▪ Precinct Management &amp; Development</li> <li>▪ Business Plan &amp; Financial model</li> <li>▪ Stakeholder &amp; Community Engagement</li> <li>▪ Research and Framework development</li> <li>▪ Precinct Management/ Urban Management Legislative, Policy, By law</li> <li>▪ Project management, Verbal and written communication skills, High level Report Writing including Resource Management</li> </ul>	30
Availability/Allocation of resources	10

Experience and track record of Tenderer/Professional Team with similar projects	20
Value Add	10
<b>Maximum possible score</b>	<b>100</b>

The minimum threshold for functionality is 65%. The Tenderer is required to provide sufficient relevant information in order to enable the evaluation of the quality criteria.

## 10 TECHNICAL EVALUATION CRITERIA

All bids will be evaluated against the following Evaluation Criteria:

	Quality Criteria	Scoring Criteria	Weight
1.	<b>Proposed Methodology and Work Plan</b> Demonstrable project comprehension demonstrated in proposal i.e. methodology, work plan, project management approach, proposed timeframe for the project; indicating that the tenderer has knowledge of: Policy Development & Process Mapping; Precinct Management & Development; Business Plan & Financial model; Stakeholder & Community Engagement; Research and Framework development; Precinct Management/ Urban Management Legislative, Policy, By law and a combination of Project management, Verbal and written communication skills, High level Report Writing including Resource Management	5 = Displays exceptional knowledge/ understanding of the ToR and submitted all 5 requirements 4 = Displays a comprehensive knowledge/ understanding of the ToR submitted all 5 requirements 3 = Displays working knowledge/ understanding of the ToR and submitted all 4 requirements 2 = Displays a basic knowledge/understanding of the ToR and submitted 3 requirements 1 = No understanding of the ToR and submitted 2 or less requirements	15
2.	<b>Project leader: Qualifications, Skills and Experience</b>		15
	<b>a) Qualifications and skills</b> <i>Demonstrable post graduate experience</i>	5 = Postgraduate: Masters or higher 4 = Postgraduate: Honours 3 = Bachelors /BTech Degree 2 = Diploma 1 = National Certificate/Matric	5
	<b>b) Experience</b> <i>Demonstrable experience in similar projects, including role of project management and co-ordination of a multidisciplinary team</i>	5 = more than 9 years 4 = 8-to 9 years 3 = 7 years 2 = 5 to 6 years 1 = 4 years or less	10
3.	<b>Professional Team: Qualifications, Skills and experience</b>		30
	<b>a) Qualifications and skills</b> <i>Demonstrable post graduate experience:</i>	5 = Postgraduate: Masters or higher 4 = Postgraduate: Honours 3 = Bachelors /BTech Degree 2 = Diploma 1 = National Certificate/Matric	12

	Quality Criteria	Scoring Criteria	Weight
	<p><b>b) Experience</b>  <b>Demonstrable experience in similar projects:</b></p> <ul style="list-style-type: none"> <li>▪ Policy Development &amp; Process Mapping</li> <li>▪ Precinct Management &amp; Development</li> <li>▪ Business Plan &amp; Financial model</li> <li>▪ Stakeholder &amp; Community Engagement</li> <li>▪ Research and Framework development</li> <li>▪ Precinct Management/ Urban Management Legislative, Policy, By law General</li> </ul> <p>Provide CVs and Tables 1</p>	<p>5 = more than 9 years                      4 = 8 to 9 years                      3 = 7 years                      2 = 5 to 6 years                      1 = 4 years or less</p>	18
4.	<p><b>Availability/allocation of resources</b></p> <p><i>Demonstration that tenderer has extensive dedicated resources available for the purpose and scope of the project. State clearly and list resources that will be allocated for each task per discipline: Policy Development &amp; Process Mapping; Precinct Management &amp; Development; Business Plan &amp; Financial model; Stakeholder &amp; Community Engagement; Research and Framework development; Precinct Management/ Urban Management Legislative, Policy, By law General</i></p>	<p>5 = all 6 areas have resources available                      4 = 5 areas have resources available                      3 = 4 areas have resources available                      2 = 3 areas have resources available                      1 = 2 areas or less have resources available</p>	10
5.	<p><b>Experience and track record of Tenderer</b></p> <p><i>Track record of tenderer undertaking and implementing similar projects. Provide list of completed projects, clearly detailing scope of work, project value, role of tenderer/team member—including list of References of similar projects – Table 2</i></p>	<p>5 = 8 or more similar projects                      4 = 6 to 7 similar projects                      3 = 5 similar projects                      2 = 4 similar projects                      1 = 3 or less similar projects</p>	20
6.	<p><b>Value Add</b></p> <p><i>Demonstrable value add offerings included in Bid can but not limited to:</i></p> <ul style="list-style-type: none"> <li>▪ Innovative ideas that can enhance delivery and content of the project</li> <li>▪ Knowledge Management and Communications expertise including ideas on how to promote the work of NT NDPP's Precinct Management work and create platform for knowledge sharing between public and private sector.</li> <li>▪ Depth of in-house expertise</li> <li>▪ Knowledge transfer to NT NDPP team members, etc.</li> </ul>	<p>5 = 4 value add offerings                      4 = 3 value add offerings                      3 = 2 value add offerings                      2 = 1 value add offerings                      1 = Zero value add offerings</p>	10
Minimum threshold			65%
<b>TOTAL SCORE</b>			<b>100</b>

## 11 PROPOSAL EVALUATION

A technical and financial assessment of the proposals will be made by National Treasury. NT reserves the right to negotiate rates submitted by the Service Provider.

## 12 PROJECT GOVERNANCE

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### 12.1 Project Steering Committee Meetings

Project Steering committee to be set up and include Service Provider and NT NDPP. Mandatory meetings to be held prior to each to each phase to ensure adequate detailed scoping, In addition hold meetings to review draft documents and final approval. There will be standard PSC meetings every 2 months to ascertain project process. The Service Provider will also be required to attend related project meetings as and when required by the Client/NT NDPP.

### 12.2 Monthly Progress Reporting

Standard monthly progress reports and presentations will be deemed part of the normal Scope of Work. The Service Provider may also be required to prepare, or contribute to ad hoc reports and/or presentations on specific aspects of the project as and when requested by the Client/NT NDPP. All reports shall be submitted within the time frames agreed to by the Client.

### 12.3 Monthly Financial Reporting

Furthermore, the Service Provider shall submit monthly financial reports to the Client showing expenditure in respect of both the Service Provider's appointment together with the anticipated expenditure to the end of the financial year in question. Format of reporting will be agreed to. All reports shall be submitted within the time frames agreed to by the Client.

### 12.4 Format of Communication and Deliverables

- All requests for formal approval from the Client, or any other body, shall be submitted in writing in hardcopy format and email.
- Interim payment claims shall be submitted in the same formats, accompanied by an original tax invoice, invoice and the approved signed off deliverable/sub-deliverable. Any other supporting documents required will be communicated to Service Provider.
- All submitted documentation (Deliverables, Reports, payment certification, etc.) must be submitted both in hardcopy format and via email electronic working documents.
- Ad-hoc communication between the Client and the Service Provider may be conducted per email.

### 12.5 Risks

- *Scope creep:* Meetings held prior to commencement of a phase/deliverable to map out the relevant deliverables/sub-deliverables to ensure that the understanding of scope is aligned between NT NDPP and Service Provider.
- *Delay in project:* The professional Team Leader will have regular meetings (frequency to be agreed on) with the NDPP team including submit monthly progress reports. The NDPP will monitor such submissions in terms of the project plan and payment schedule. The Service Provider is to ensure that no phases of work go over time or budget and there is enough time/budget for all phases and deliverables to be completed.

## 13 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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- As the prescribed project area falls within NT area of jurisdiction as owner; the proposed process, guideline, templates and indicators for the Precinct Development and Management shall be based on the specific requirements as agreed upon with NT NDPP.



- The Service Provider shall in the provision of the services, observe and adhere to all relevant statutes, by-laws and associated regulations, standards of professional conduct and industry norms established in relevant national or international standards, standards recommended by professional associations.
- The Service Provider shall exercise due care, skill, diligence and economy in the provision of services. The Service Provider shall also advise the Client if any of the proposed/recommended guidelines are to be improved.
- International standards should be reviewed and best practice presented to NT NDPP. International standards will be used if they fit into the South African legislative/regulatory framework, and if not - the Service Provider is to make recommendations where required to NT NDPP.
- International standards and best practice should be compared to Local standards and best practices – presented to NT NDPP including proposals that are innovative and take forward this Sector. International standards can 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.
- Notwithstanding any approval received from the Client, the Service Provider shall remain responsible for all work carried out by the Service Provider and its sub-consultants in terms of this contract.

## 14 CONTRACT DURATION AND PROJECT TIME FRAMES

### 14.1 Contract Duration and Discontinuation

The contract duration period is for a two-year period – 24 months. Note that the National Treasury reserves the right to discontinue the service provision contract should quality of work not be in line with NDPP requirements and/or if budget is not available.

### 14.2 Project Timeframes for Milestones

The process, guide, templates are to be completed within 6-9 months. The remainder of the 24 months the service provider will provide support to the NDPP Precinct Management Team. The level of effort is more in-depth in the first 6-9 months and the service provider is to be available to deliver on these timelines. The Service Provider shall adhere to the following delivery periods:

Part	Activity	Delivery Period
Part 1	Project Inception Report and Meeting	2 months
Part 2	Project Communications and Stakeholder engagement	22 months
Part 3	Precinct Development & Management Research and Process Map	
Part 4	Precinct Development & Management Guide, Templates and Indicators	
Part 5	Executive Support/Mentorship to the NDPP Precinct Management Team	21 months
Part 6	Project Close out	2 weeks

## 15 LOCATION OF ASSIGNMENT

The Service Provider is to work from its own location. Local travelling costs to the Treasury offices at 240 Madiba Street, Pretoria, will not be remunerated. Printing of Project deliverables will not be remunerated. Meetings will be held at National Treasury offices or via online platform depending on the COVID-19 status in the Country.

## 16 RIGHT TO WITHDRAW BID

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The National Treasury reserves the right to withdraw this request, to amend the term or to postpone the work by e-mail notice and/or discussion with Service Providers who submitted bids.

## 17 CONTACTS

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### Technical enquiries:

Samantha Govender-Hlahatsi  
Director: NDPP  
E-mail:  
[Samantha.GHlahatsi@treasury.gov.za](mailto:Samantha.GHlahatsi@treasury.gov.za)

### Administration:

Thivhileli Matshinyantsimbi / Knowledge  
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/ [knowledge.ndou@treasury.gov.za](mailto:knowledge.ndou@treasury.gov.za)



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**Special Conditions of Contract**

**NT004-2021:**

**APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A PRECINCT DEVELOPMENT AND  
MANAGEMENT PROCESS AND GUIDE IN ADDITION TO PROVIDE SUPPORT TO THE  
NEIGHBOURHOOD DEVELOPMENT PARTNERSHIP PROGRAMME FOR TWENTY-FOUR (24)  
MONTHS**

**CLOSING DATE: 9 April 2021 AT 11:00 AM**

**VALIDITY PERIOD: 90 DAYS**

**S U P P L Y   C H A I N   M A N A G E M E N T**

## **A LEGISLATIVE AND REGULATORY FRAMEWORK**

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract takes precedence.

### **1. EVALUATION PROCESS AND CRITERIA**

1.1. All bids will be evaluated in terms of functionality and preference point system which comprises of the following:

#### **1.1.1 Phase I: Initial screening process**

In terms of National Treasury Instruction No. 4A of 2016/2017 regarding the National Central Supplier Database (CSD), all bidders must register on the CSD to provide the following information to be verified through the CSD:

- a) Business registration, including details of directorship and membership;
- b) Bank Account holder information;
- c) In the service of the State status;
- d) Tax compliance status;
- e) Identity number;
- f) Tender default and restriction status; and
- g) Any additional and supplementary verification information communicated by National Treasury.

#### **1.1.2 Phase II: Functionality evaluation as per attached Terms of Reference**

- a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.—
- b) Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

- c) Bidders will not rate themselves, but need to ensure that all information is supplied as required.
- d) The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- e) The panel members will individually evaluate the responses received against the following criteria as set out below: each individual criterion on the score sheet using the following scale:

	Quality Criteria	Scoring Criteria	Weight	
1.	<b>Proposed Methodology and Work Plan</b>			
	Demonstrable project comprehension demonstrated in proposal i.e. methodology, work plan, project management approach, proposed timeframe for the project; indicating that the tenderer has knowledge of: Policy Development & Process Mapping; Precinct Management & Development; Business Plan & Financial model; Stakeholder & Community Engagement; Research and Framework development; Precinct Management/ Urban Management Legislative, Policy, By law and a combination of Project management, Verbal and written communication skills, High level Report Writing including Resource Management	<b>5 = Displays exceptional knowledge/ understanding of the ToR and submitted all 5 requirements</b> <b>4 = Displays a comprehensive knowledge/ understanding of the ToR submitted all 5 requirements</b> <b>3 = Displays working knowledge/ understanding of the ToR and submitted all 4 requirements</b> <b>2 = Displays a basic knowledge/understanding of the ToR and submitted 3 requirements</b> <b>1 = No understanding of the ToR and submitted 2 or less requirements</b>	<b>15</b>	
2.	<b>Project leader: Qualifications, Skills and Experience</b>		<b>15</b>	
	<b>a) Qualifications and skills</b> <i>Demonstrable post graduate experience</i>	<b>5 = Postgraduate: Masters or higher</b> <b>4 = Postgraduate: Honours</b> <b>3 = Bachelors /BTech Degree</b> <b>2 = Diploma</b> <b>1 = National Certificate/Matric</b>	<b>5</b>	
	<b>b) Experience</b> <i>Demonstrable experience in similar projects, including role of project management and co-ordination of a multidisciplinary team</i>	<b>5 = more than 9 years</b> <b>4 = 8 to 9 years</b> <b>3 = 7-years</b> <b>2 = 5 to 6 years</b> <b>1 = 4 years or less</b>	<b>10</b>	
3.	<b>Professional Team: Qualifications, Skills and experience</b>		<b>30</b>	
	<b>a) Qualifications and skills</b> <i>Demonstrable post graduate experience:</i>	<b>5 = Postgraduate: Masters or higher</b> <b>4 = Postgraduate: Honours</b> <b>3 = Bachelors /BTech Degree</b> <b>2 = Diploma</b> <b>1 = National Certificate/Matric</b>	<b>12</b>	

	Quality Criteria	Scoring Criteria	Weight	
	<p><b>b) Experience</b></p> <p><i>Demonstrable experience in similar projects:</i></p> <ul style="list-style-type: none"> <li>▪ Policy Development &amp; Process Mapping</li> <li>▪ Precinct Management &amp; Development</li> <li>▪ Business Plan &amp; Financial model</li> <li>▪ Stakeholder &amp; Community Engagement</li> <li>▪ Research and Framework development</li> <li>▪ Precinct Management/ Urban Management Legislative, Policy, By law General</li> </ul> <p>Provide CVs and Tables 1</p>	<p>5 = more than 9 years                      4 = 8 to 9 years                      3 = 7 years                      2 = 5 to 6 years                      1 = 4 years or less</p>	18	
<b>4.</b>	<b>Availability/allocation of resources</b>			
	<p><i>Demonstration that tenderer has extensive dedicated resources available for the purpose and scope of the project. State clearly and list resources that will be allocated for each task per discipline: Policy Development &amp; Process Mapping; Precinct Management &amp; Development; Business Plan &amp; Financial model; Stakeholder &amp; Community Engagement; Research and Framework development; Precinct Management/ Urban Management Legislative, Policy, By law General</i></p>	<p>5 = all 6 areas have resources available                      4 = 5 areas have resources available                      3 = 4 areas have resources available                      2 = 3 areas have resources available                      1 = 2 areas or less have resources available</p>	10	
<b>5.</b>	<b>Experience and track record of Tenderer</b>			
	<p><i>Track record of tenderer undertaking and implementing similar projects. Provide list of completed projects, clearly detailing scope of work, project value, role of tenderer/team member including list of References of similar projects – Table 2</i></p>	<p>5 = 8 or more similar projects                      4 = 6 to 7 similar projects                      3 = 5 similar projects                      2 = 4 similar projects                      1 = 3 or less similar projects</p>	20	
<b>6.</b>	<b>Value Add</b>		10	
	<p><i>Demonstrable value add offerings included in Bid can but not limited to:</i></p> <ul style="list-style-type: none"> <li>▪ Innovative ideas that can enhance delivery and content of the project</li> <li>▪ Knowledge Management and Communications expertise including ideas on how to promote the work of NT NDPP's Precinct Management work and create platform for knowledge sharing between public and private sector.</li> <li>▪ Depth of in-house expertise</li> <li>▪ Knowledge transfer to NT NDPP team members, etc.</li> </ul>	<p>5 = 4 value add offerings                      4 = 3 value add offerings                      3 = 2 value add offerings                      2 = 1 value add offerings                      1 = Zero value add offerings</p>		
			Minimum threshold	65%
			<b>TOTAL SCORE</b>	<b>100</b>

- f) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- g) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 65% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- h) Any proposal not meeting a minimum score of 65% for functionality proposal will be disqualified and the financial proposal will remain unopened
- i) The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

#### 1.1.4 Phase III: Price/Financial stage and B-BBEE

Price/ Financial proposals must be submitted in South African Rand.

NT reserves the right to negotiate rates submitted by bidders.

## 2. EVALUATION CRITERIA

- a. In terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:
  - The bidden price (maximum 80 points)
  - Broad-based black Economic Empowerment as well as specific goals (maximum 20 points)
- b. The following formula will be used to calculate the points for price in respect of bidders with a Rand value up to R50 000 000 :

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations. For this bid the maximum number of Broad-based black Economic Empowerment status that could be allocated to a bidder is indicated in paragraph 3.1.

- c. The State reserves the right to arrange contracts with more than one contractor

## 2.1 POINTS

The Preferential Procurement Regulations 2017 were gazetted on 20 January 2017 (No. 40553) with effect from 1 April 2017. These regulations require bidders provide relevant proof of their B-BBEE Status Level, the 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-complaint contributor	0

Failure to submit a fully complete B-BBEE certificates / sworn affidavit will lead to no award of points for preference.

- d. The points scored by a bidder in respect of points indicated above will be added to the points scored for price.



- e. Bidders are requested to complete the various preference claim forms in order to claim preference points.
- f. Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- g. National Treasury may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made with regard to their B-BBEE status.
- h. Points scored will be rounded off to the nearest 2 decimals.
- i. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- j. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

**k. Joint Ventures, Consortiums and Trusts**

- A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. National Treasury will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

**l. Subcontracting after award of tender**

- A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

- A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

### **3. MANDATORY REQUIREMENTS**

**3.1 Proof of Registration summary report from Central Supplier Database.**

**3.2 Must provide detailed 6 CVs only of the proposed team members assigned to the project outlining their assignments/expertise that has a bearing on the required services. The proposed project team must include the project leader assigned to the project.**

#### **FAILURE TO ADHERE TO THE CONDITIONS WILL LEAD TO DISQUALIFICATION**

### **4. TAX COMPLIANCE STATUS**

**4.1 Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days.**

### **5. VALUE ADDED TAX**

**5.1 All bid prices must be inclusive of 15% Value-Added Tax where applicable.**

### **6. CLIENT BASE**

**6.1 National Treasury reserves the right to contact references during the evaluation and adjudication process to obtain information.**

### **7. LEGAL IMPLICATIONS**

**Successful service providers will enter into a service level agreement with National Treasury.**

### **8. COMMUNICATION**

**National Treasury may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any**

government official, department or representative of a testing institution or a person acting in an advisory capacity for the National Treasury in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

**9. LATE BIDS**

**Bids received at the address indicated in the bid documents, after the closing date and time will not be accepted for consideration and where applicable, be returned unopened to the bidder.**

**10. COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in such bids being disqualified.

**11. PROHIBITION OF RESTRICTIVE PRACTICES**

a. In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or a contractor(s) was/were involved in:

- directly or indirectly fixing a purchase or selling price or any other trading condition;
- dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
- collusive bidding.

b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

**11. FRONTING**

a. The National Treasury supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the

Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.

- b. The National Treasury, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

## **12. PRESENTATION**

National Treasury may require presentations/interviews from short-listed bidders as part of the bid process.

## **13. TIMEFRAMES AND FORMAL CONTRACT**

Successful bidder(s) will enter into formal contract with the National Treasury.

## **14. PACKAGING OF BID**

The bidder shall place both the sealed Technical Proposal and Price/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:-

### **15.1 FUNCTIONALITY/TECHNICAL PROPOSAL**

**Bid No: NT004-2021**

**Description: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A PRECINCT DEVELOPMENT AND MANAGEMENT PROCESS AND GUIDE IN ADDITION TO PROVIDE SUPPORT TO THE NEIGHBOURHOOD DEVELOPMENT PARTNERSHIP PROGRAMME FOR TWENTY-FOUR (24) MONTHS**

**Bid closing date and time: 9 April 2021 AT 11H00**

Name and address of the bidder:

In this envelope, the bidder shall only address the technical aspects of the bid.

## 15.2 PRICE/ FINANCIAL PROPOSAL

Bid No: NT004-2021:

Description: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A PRÉCINCT DEVELOPMENT AND MANAGEMENT PROCESS AND GUIDE IN ADDITION TO PROVIDE SUPPORT TO THE NEIGHBOURHOOD DEVELOPMENT PARTNERSHIP PROGRAMME FOR TWENTY-FOUR (24) MONTHS

Bid closing date and time: 9 April 2021 AT 11H00

Name and address of the bidder:

In this envelope, the bidder shall provide the price/ financial proposal.

**The Technical Proposal envelope must contain one original hard copy document, clearly marked "Original", and four (4) hardcopies, clearly marked "Copy".**

## 16 CONTACT DETAILS

Supply Chain Management, 4th floor at National Treasury,

Private Bag x 115, Pretoria, 0001

Physical address: 240 Madiba Street (Vermeulen), Pretoria

For General enquiries: Thivhileli Matshinyatsimbi/ Knowledge Ndou

E-mail : [Thivhileli.Matshinyatsimbi@treasury.gov.za](mailto:Thivhileli.Matshinyatsimbi@treasury.gov.za) /[KnowledgeNdou@treasury.gov.za](mailto:KnowledgeNdou@treasury.gov.za)

For Technical enquiries:

All bid enquires can be directed to:

Name : Samantha Govender-Hlahatsi

Email : [Samantha.GHlahatsi@Treasury.gov.za](mailto:Samantha.GHlahatsi@Treasury.gov.za)

Tel : 082 264 2122



**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: ..... <b>BID NO: NT004-2021</b> CLOSING TIME 11:00 ON 9 April 2021
---

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
---------	-------------	--

**APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A PRECINCT DEVELOPMENT AND MANAGEMENT PROCESS AND GUIDE IN ADDITION TO PROVIDE SUPPORT TO THE NEIGHBOURHOOD DEVELOPMENT PARTNERSHIP PROGRAMME FOR TWENTY-FOUR (24) MONTHS**

1. Services must be quoted in accordance with the attached terms of reference and the attached.

Total cost of the assignment (R inclusive VAT)

R.....

**NB: Bidders are also advised to indicate a total cost breakdown for this assignment. (Annexure A)**

The financial proposal for this assignment should cover for all assignment activities and outputs enumerated above.

2. Period required for commencement with project after acceptance of bid \_\_\_\_\_

3. Are the rates quoted firm for the full period? Yes/No

4. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.

Any enquiries regarding bidding procedures may be directed to –

**Department: National Treasury**

Contact Person: Thivhileli Matshinyatsimbi / Knowledge Ndou

E-mail address: [thivhileli.matshinyatsimbi@treasury.gov.za](mailto:thivhileli.matshinyatsimbi@treasury.gov.za) / [knowledge.ndou@treasury.gov.za](mailto:knowledge.ndou@treasury.gov.za)

Any enquiries regarding technical enquiries may be directed to –

Name : Samantha Govender-Hlahatsi  
 Email : [Samantha.GHlahatsi@Treasury.gov.za](mailto:Samantha.GHlahatsi@Treasury.gov.za)





## SBD 4

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means -

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....



**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of bidder**

November 2011

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price

quotations, advertised competitive bidding processes or proposals;

- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:  
80/20

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

Where

- $P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6

7	4
8	2
Non-compliant contributor	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = ..... (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name \_\_\_\_\_ of  
company/firm:.....

8.2 VAT registration  
number:.....

8.3 Company registration  
number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....  
 .....  
 .....  
 .....

8.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to



such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<b>WITNESSES</b>  1. ....  2. ....
--

..... <b>SIGNATURE(S) OF BIDDERS(S)</b>  <b>DATE:</b> ..... <b>ADDRESS</b> ..... ..... .....
--

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE-**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Ja365bW



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
  
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
  
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) \_\_\_\_\_ has been requested to submit a bid in response to this bid invitation; \_\_\_\_\_
  - (b) \_\_\_\_\_ could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) \_\_\_\_\_ provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

<sup>3</sup> 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.

10. 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.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**Js914w 2**



**DEPARTMENT OF NATIONAL TREASURY**



**PLEASE COMPLETE QUESTIONNAIRE A OR B**

**Contractors'/Suppliers' Questionnaire – Individuals:  
Questionnaire A**

Please answer the questions by marking the appropriate column with an "X".  
Please do not leave out any question relating to your specific circumstances.

<b>Contractor/Supplier Name:</b>	
<b>Natural Persons:</b>	
<b>Surname:</b>	
<b>Initials:</b>	
<b>First two names:</b>	
<b>Title:</b>	
<b>ID number or passport number:</b>	
<b>Nationality:</b>	
<b>Income Tax reference number:</b>	
<b>Date of birth:</b>	
<b>If not a citizen of the RSA, furnish a certified copy of a work permit:</b>	
<b>Postal address and code:</b>	
<b>Residential address and code:</b>	
<b>Telephone numbers:</b>	
<b>Facsimile numbers:</b>	
<b>E-mail address:</b>	
<b>If in possession of a tax-clearance certificate or exemption certificate (IRP30), furnish a certified copy thereof:</b>	
<b>Jurisdiction in which contractor is "ordinarily resident" i.e. place of permanent residence:</b>	

**DEPARTMENT OF NATIONAL TREASURY**

<b>Question</b>		<b>Yes</b>	<b>No</b>
1.	Do you supply services on behalf of a Labour Broker?		
2.	Are you subject to the control or supervision of the National Treasury (NT)? Including, but not limited to, the following: <ul style="list-style-type: none"> <li>• The manner of duties performed;</li> <li>• The hours of work;</li> <li>• The quality of work.</li> </ul>		
3.	Are you paid at regular intervals i.e. daily, weekly, monthly etc? (If the payments are made at regular intervals or by a rate per time period)		
4.	Will payment to you include any benefits? Including, but not limited to, the following: <ul style="list-style-type: none"> <li>• Leave pay;</li> <li>• Medical aid;</li> <li>• Training;</li> <li>• Sick Leave.</li> </ul>		
5.	Will, or have you be/been in the full time employment of the NT?		
6.	Will you require of the NT to provide any equipment, tools, materials or office space, in order to fulfil the contract?		
7.	Do you supply these, or similar, services only to the NT and not to any other client or the general public?		
8.	Will you be required to work more than 22 hours per week?		
8.1	If "yes", will payment be made on an hourly, daily weekly or monthly basis?		
8.2.1	Will you work solely for the NT?		
8.2.2	Will you provide a written statement to this effect?		
<b>Non-Residents of the RSA</b>			
9.	Will you return to your jurisdiction of residence upon the termination of the contract?		
10.	Is the contract to exceed a period of three years?		
11.	Will you be returning to the jurisdiction of residence during the course of the contract? If so, for what periods of time?		
12.	Is your employer resident in the Republic of South		

**DEPARTMENT OF NATIONAL TREASURY**

<b>Question</b>	<b>Yes</b>	<b>No</b>
13. Africa or does a permanent establishment or branch represent the employer in the Republic?		
14. If a permanent establishment or branch represents the employer in the Republic, will your salary be paid from such permanent establishment or branch?		
15. Will you be required to perform any work outside of the Republic?		
16. Do you agree to submit copies of your passport should the NT, so require?		

**PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE**

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

<b>Representative's Full Names:</b>	<b>Capacity:</b>	<b>Contact number:</b>
<b>Signature:</b>		<b>Date:</b>



**DEPARTMENT OF NATIONAL TREASURY**



**PLEASE COMPLETE QUESTIONNAIRE A OR B**

**Contractors'/Suppliers' Questionnaire – All Service Providers  
(excluding Individuals): Questionnaire B:**

Please answer the questions by marking the appropriate column with an "X".  
Please do not leave out any question relating to your specific circumstances.

<b>Contractor/Supplier Name:</b>	
<b>Corporate Contractors (including companies, close corporations and trusts):</b>	
<b>Registered name and furnish a certified copy of registration:</b>	
<b>Nature of legal entity:</b>	
<b>Trade name:</b>	
<b>Registration number:</b>	
<b>Date of incorporation:</b>	
<b>Jurisdiction of incorporation:</b>	
<b>Jurisdiction where effective management is performed:</b>	
<b>Income tax reference number:</b>	
<b>Employees' Tax reference number:</b>	
<b>Value Added Tax number and furnish a certified copy of VAT 103 Certificate:</b>	
<b>Postal address and code:</b>	
<b>Physical address and code:</b>	
<b>Telephone numbers:</b>	
<b>Facsimile numbers:</b>	
<b>E-mail address:</b>	

**DEPARTMENT OF NATIONAL TREASURY**

<b>Question</b>	<b>Yes</b>	<b>No</b>	
1.	Are you a "Labour Broker" i.e. do you provide payment for supplying the National Treasury (NT) with a person/s? If so, furnish a certified copy of an IRP30, which is valid for the period of the contract.		
2.	Is the service to be rendered personally by any person, who is a connected person, in relation to the entity? (For example a shareholder, member or their direct family)		
3.	Do you employ four or more employees on a full time basis throughout the year, excluding connected parties? If so, are these employees engaged in rendering the service to the NT? (For example secretarial employees would NOT be so engaged)		
4.	Would you be regarded as an employee of the NT if the service was rendered by the person directly to the NT, other than on behalf of the contractor?		
5.	Do you, the Company, Close Corporation or Trust receive any form of training supplied or paid for by NT? If "yes", please specify the nature and extent of the training:		
6.	Are you, the Company Close Corporation or Trust free to choose which tools or equipment, or staff, or raw materials, or routines, patents and technology to use in performing your main duties?		
7.	In order to perform your main duties, do you, or does such a person, Company, Close Corporation or Trust, use any tools or equipment supplied or paid for by NT? If "yes", please state the nature thereof:		
8.	Are you subject to the control or supervision of the NT, as to the manner in which, or hours during which, the duties are performed or are to be performed in rendering the service?		
9.	Will the amounts paid or payable in respect of the service consist of, or include, earnings of any description, which are payable at regular daily, weekly, monthly, or other intervals?		
10.	Will more than 80% of your income, during the year		

**DEPARTMENT OF NATIONAL TREASURY**

<b>Question</b>	<b>Yes</b>	<b>No</b>
11. Does your contract contain any elements of an employment contract? [i.e. Job titles, reporting structure in organisation, fixed working hours, employment benefits, performance bonuses (excluding bonus and penalties for early or late delivery)]		
12. Does your contract contain any clause that will enable you to receive payment, even if no work was done?		
13. Have you ever been classified as a Labour Broker or personal services company (including Close Corporation and Trust) by SARS or any other client?		
14. If the answer to question 13 was "yes", did anything change that no longer classifies you as a labour broker or personal services company? If "yes", elaborate:		

**PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE**

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

<b>Representative's Full Names:</b>	<b>Capacity:</b>	<b>Contact number:</b>
<b>Signature:</b>		<b>Date:</b>

## **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.



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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](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

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

**8. Inspections,  
tests and  
analyses**

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

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

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

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

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

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

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.



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

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

## 22. Penalties

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

## 23. Termination for default

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

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

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

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

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

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

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

**28. Limitation of liability**

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

