



human settlements

Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA

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<http://www.housing.gov.za> Fraud Line: 0800 701 701 Toll Free Line: 0800 1 48873 (0800 1 HOUSE)

REFERENCE : VA 49/599
ENQUIRIES : MS M HITGE, MR M KWINANA, MR M CAMAGU OR MR T MOKEMANE
TELEPHONE : (012) - 444 9239, 9245, 9240 AND 9289

BID VA 49/599: TERMS OF REFERENCE: IMPACT EVALUATION OF THE UPGRADING OF INFORMAL SETTLEMENTS PROGRAMME.

- 1 The closing date for the submission of applications/bid documents is **08 May 2018 @ 11:00**. No late applications/bid documents will be considered. All bids must please be placed in the Tender Box at the main entrance of the building.
- 2 It is compulsory that an original proposal/bid documents together with a copy of the proposal /bid document to be handed in on the closing date of the bid. Please clearly mark by writing "Original" and "Copy" on the relevant bid documents.
- 3 You are invited to bid for the services as specified in the attached forms.
- 4 The conditions contained in General Conditions of Contracts (GCC) and the attached SBD1, SBD2, SBD4, SBD8, and SBD9 as well as any other conditions accompanying this request are applicable.
- 5 **NATIONAL TREASURY CIRCULAR NO 3 OF 2015/2016**
From 1 April 2016, institutions/departments may not award any bid to a supplier who is not registered on the Central Supplier Database (CSD).
- 6 **COMPULSORY:** Please attach a copy of the CSD report.
- 7 **COMPULSORY BRIEFING SESSION:**
DATE: 25 APRIL 2018
TIME: @10:00
VENUE: MAIN BOARDROOM, 240 GOVAN MBEKI HOUSE,
JUSTICE MAHOMED STREET, SUNNYSIDE, PRETORIA
0002.

Regards

MS. A.Y. VENTER
SUPPLY CHAIN MANAGEMENT PROCUREMENT
For: DIRECTOR-GENERAL
DATE: 13 April 2018.
tendercovlet

Kgoro ya tša Madulo * Lefapha la Bodulo * Lefapha la tša Manno * Umyango Wezindawo Zokuhlala * Isebe leeNdawo zokuhlala
* Liliko Lefelwakhela Luntfu * Menslika Nedersettings * UmNyango weeNdawo zokuhlala * Muhasho wa zwa Vhutshulo * Ndzawulo ya ewe Vutshamo

THE DEPARTMENT OF HUMAN SETTLEMENTS
BID NUMBER: BID VA 49/599

DESCRIPTION: PROFESSIONAL SERVICE

CLOSING DATE: 08/05/2018

CHECK LIST TO BE COMPLETED BY THE BIDDER:

<u>Table of Contents:</u>	<u>Yes:</u>	<u>No:</u>
Invitation Letter		
Terms of Reference		
SBD1 Invitation To Bid		
SBD2 Valid Original Tax Clearance Certificate		
SBD3.3 Pricing Schedule		
SBD4 Declaration of Interest		
SBD6.1 Preference Point: Purchases		
SBD8 Declaration of Bidders Past Supply Chain Management Practices		
SBD9 Certificate of Independent Bid Determination		
General Conditions of Contract		
<u>Supporting Documents:</u>		
Company Profile		
ID Copies of Directors		
Certificate issued by Registrar of Companies & Close Corporation, issued by CIPRO.		
Certified/Original Valid B-BBEE Status Level Verification Certificate – 07 December 2011		
CSD Status Report		
*** ORIGINAL & 1 COPY OF THE WHOLE BID DOCUMENT***		

BIDDER NAME IN FULL:

SIGNATURE:

CAPACITY:

DATE:

Bid invitation check list: Compiled: T Mokemane



human settlements

Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA



THE PRESIDENCY
REPUBLIC OF SOUTH AFRICA

DEPARTMENT: PERFORMANCE MONITORING AND EVALUATION

IMPACT EVALUATION OF THE UPGRADING OF INFORMAL SETTLEMENTS PROGRAMME

April 2018

**National Department of Human Settlements
Chief Directorate: Monitoring and Evaluation**

1. Background

The Upgrading of Informal Settlements Programme (UISP) was designed to implement *in situ* upgrading of existing settlements in both urban and rural municipalities. Where *in situ* upgrading cannot be done due to technical or other challenges the programme provides for the relocation of communities. The UISP (DHS, 2009:16) characterizes informal settlements using a range of indicators as follows: Illegality and informality; Inappropriate locations; Restricted public and private sector investment; Poverty and vulnerability; and Social stress. The programme covers settlements that exhibit one or more of these characteristics throughout the country.

The Housing Code does not explicitly provide the vision or goal of the UISP but refers to the "Key objective" which is stipulated as "to facilitate *in situ* upgrading of informal settlements as opposed to relocation" (DHS, 2009:13) with the objectives of achieving security of tenure, health and security; and empowerment.

Over the years public response to informal settlements has been to formalize them by increasing access to services and in case of South Africa, also provide formal houses. In South Africa, the main instrument for addressing development challenges of informal settlements is the upgrading of informal settlement programme (UISP). In line with international best practices, the main objectives of the UISP is to upgrade informal settlement in their locality, relocating settlements is a last resort in cases where land cannot be secured or is unsuitable for development. Because of the challenges of informal settlements as reflected in preceding subsections, the UISP has three broad objectives, (1) to institute tenure security; (2) to promote secure and healthy living environment; and (3) to address social and economic exclusion of the poor.

The UISP recognises that informal settlements are not just about housing and adopts an approach that is holistic, developmental and encourages the support of livelihoods of the poor. In this regard, the implementation of the UISP is done in phases, of which housing development is the last phase of development. The programme is implemented in four phases, phase one to three apply to the settlement in its entirety with no exclusions from benefits. The benefits of phase one to three include community empowerment through engagements, supply of basic services and tenure security for all residents. Only phase four of the programme excludes other members of the community. In the housing consolidation phase, only households who qualify for housing assistance from government access housing.

Between 2013 and 2015, the Department of Human Settlements (DHS) conducted a baseline assessment study on informal settlements targeted for upgrading. The study set out to collect data for use by DHS to strengthen implementation and improve the performance of the UISP; determine the nature and sustainability of the UISP outcomes; and also determine measureable impacts on beneficiaries and communities in the UISP.

The study employed purposive sampling in the selection of informal settlements targeted for upgrading. The selection resulted in 119 informal settlements and 11 mining towns. The total number of households targeted was 5336, with 45 households targeted for interviews in each settlement. The actual number of settlements that were visited was 78, and a total of 3 330 household questionnaires were completed. The qualitative data was collected using Key Informant Interviews (KII), Focus Group Discussions (FGDs), photography and environmental scanning. In total, 23 KIIs with community leaders and 26 in-depth interviews with municipal officials were conducted. A total of 25 FGDs were

conducted, and environmental scanning was completed in all 78 informal settlements. A total of 236 photographs of informal settlements were taken.

The findings of the baseline study indicated that informal settlements are places of multiple deprivations. The national averages on key development indicators on health, safety, income and unemployment revealed poor levels of health and nutrition, high unemployment and under-employment levels, as well as high levels of risk and vulnerability in informal settlements.

The baseline study used a range of indicators to collect data on the baseline status of informal settlements. The selected and agreed upon indicators sought to assess: demographic and household characteristics; education; economic activities; health, food and nutrition security; borrowing and credit; microenterprise; housing and tenure; infrastructure and service delivery; satisfaction; social capital, social networks and community participation; crime and safety; and attitudes towards foreigners. Within each of these dimensions, the key indicators can be used in the future impact evaluation of informal settlements targeted for upgrading.

The baseline data that was collected will be used to conduct the longitudinal impact evaluation study to determine the effectiveness of the UISP as an intervention and the outcomes produced both at individual household and at communal level.

2. Purpose

The purpose of the longitudinal impact evaluation is to determine the effectiveness of the UISP as an intervention and the outcomes produced both at individual household and at communal level to achieve the following:

- 2.1. Strengthen implementation and improve the performance of the programme
- 2.2. Determine the nature and sustainability of the UISP outcomes
- 2.3. Estimate the impact of the UISP on the welfare of beneficiaries, including the effects on health and safety, employment, productive activities, childhood development and the empowerment of local communities.

3. Evaluation design

As already indicated, the baseline study was conducted on sampled informal settlements across South Africa. The total number of households targeted was 5 336, with 45 households targeted for interviews in each settlement. The actual number of settlements that were visited was 78, and a total of 3 330 household questionnaires were completed. The qualitative data was collected using Key Informant Interviews (KII), Focus Group Discussions (FGDs), photography and environmental scanning. In total, 23 KIIs with community leaders and 26 in-depth interviews with municipal officials were conducted. A total of 25 FGDs were conducted, and environmental scanning was completed in all 78 informal settlements. A total of 236 photographs of informal settlements were taken.

In July 2017 the Department embarked on collecting information from the 78 settlements that were visited. Approximately 47 settlements out of the 78 settlements have received some form of upgrading (Annexure A). This therefore allows for comparison between the circumstances of the settlements and households as at the time of the Baseline Study data collection, June and September 2015 and the current circumstances.

The longitudinal impact evaluation study should collect data that will allow the Department to assess the effectiveness of the UISP in producing the desired change in informal settlements. The study should collect data to respond to the following:

- Establish state/sense of tenure security, households sense of belonging (as it relates to the city/municipal jurisdiction)
- The extent of personal investment that households are making in their residential space
- Determine the level of access to basic services; to inform the assessment of the quality of life of informal settlement dwellers
- Establish households' sense of security
- Examine the state of social capital.

4. Scope of the Evaluation

The study will implement the following data collection activities:

- 4.1.** Household survey
- 4.2.** Community questionnaire
- 4.3.** Municipality questionnaire
- 4.4.** Spatial analysis (time series)

4.1. Household Survey

A complete household survey will be collected from 47 upgraded settlements from a randomly selected sample of 1 500 households ("evaluation sample"). Information will be collected through interviews as well as direct observation. The household survey will include:

- 4.1.1. Household roster and socio-economic modules, including individual level demographic, education, labour/employment and other information.
- 4.1.2. Household tenure module, including occupation of site (formal/informal), rental of land, rental of shack, etc. and whether households enjoy any security of tenure.
- 4.1.3. State of social capital module, including active community structures, WCs, CPFs, School Governing Bodies, faith-based groups etc. and households' involvement in community structures.
- 4.1.4. Health module, including individual health, nutrition and child development module, recording recent illness symptoms of all household members, and household nutrition information.
- 4.1.5. A household economy module, including expenditures, assets and productive activities.
- 4.1.6. Households sense of safety and security module.
- 4.1.7. Household physical characteristics section that documents the location, type and size of Human Settlements, household facilities – especially access to, and types of sanitation, hygiene & water facilities, and other Human Settlements facilities and amenities. GPS/GIS information should be collected for each household in the evaluation sample.
- 4.1.8. Detailed human and transport network information to determine a household's links to mobility, amenities, job opportunities, friends, family and others.
- 4.1.9. Qualitative data:
 - 4.1.9.1. The service provider must determine a scientifically sound sample from which qualitative data would be drawn. Qualitative data must be used to explain the observations expressed through the quantitative data enabling the baseline to not only determine the current household circumstances (prevailing conditions) but also **determine the reasons for settling in the area.**

4.2. Community Questionnaire

A community survey will cover a group of community leaders which include Ward Committees, with relevant information in each of the settlement areas. The survey will be collected through interviews with relevant community leaders which include Ward Committees or key respondents in each community to establish the understanding of the UISP and the plans for each of the sampled settlements, and will include information on locality characteristics, services, tenure arrangements, infrastructure, geographical locations of amenities, employment opportunities and others.

The interviews should respond to the following:

- 4.2.1. What institutional arrangements are put in place to facilitate the implementation of the UISP in the targeted settlements?
- 4.2.2. Are the projects employing an incremental approach to settlement upgrade?
- 4.2.3. Are the projects in-situ upgrading or relocations and what are the reasons for the decision?
- 4.2.4. Are there plans to ensure active community participation in the design and implementation of the projects?

Finally, with the support of knowledgeable community members, GPS coordinates should be taken of all important infrastructure, amenities and other services/developments in the settlement and border areas including (but not restricted to) schools, clinics, transport hubs and links, significant shopping areas, crèches, etc.

4.3. Municipal Questionnaire

A municipal questionnaire will cover a group of municipal officials responsible for the implementation of the UISP in the sampled projects within the municipal jurisdiction, with relevant information in each of the settlement areas. The survey will be collected through interviews with relevant municipal officials to establish the understanding of the UISP and the plans for each of the sampled settlements, and will include information on locality characteristics, services, tenure arrangements, infrastructure, geographical locations of amenities, employment opportunities and others.

The interviews should respond to the following:

- 4.3.1. What role did the municipality play in the implementation of the UISP in the targeted settlements?
- 4.3.2. What institutional arrangements are put in place to facilitate the implementation of the UISP in the targeted settlements?
- 4.3.3. Are there plans to ensure active community participation in the design and implementation of the projects?

4.4. Spatial Analysis (time series)

A Spatial Analysis (time series) will examine the locations, attributes, and relationships of features in spatial data through overlay and other analytical techniques in order to gain useful knowledge on the changes that happened in the targeted settlements overtime. The service provider will propose the following:

- 4.4.1. Relevant analytical techniques and approaches to create new information
- 4.4.2. Formats of presenting analysed spatial data

5. Products/deliverables expected from the evaluation

The following are the deliverables of this project

The deliverables of the project are as follows;

5.1. DELIVERABLE 1: INCEPTION REPORT AND PROJECT PLAN

5.2. DELIVERABLE 2: LITERATURE REVIEW REPORT AND FIELDWORK PLAN

5.2.1. The literature review report containing:

- Existing theories, concepts, definitions relevant to upgrading of informal settlements
- Impact evaluation study, design, and sampling methodologies

5.2.2. The Field work plan containing:

- **Preparation of HH Sampling Plan:** The Service Provider will outline a defined sampling strategy.
- **Field Procedure Plan:** The field procedure plan should outline in detail all aspects of the field work to be conducted by the Service Provider.

This Field Work Plan should be presented to the Steering Committee for comment, and revised as necessary prior to commencing field work.

5.3. DELIVERABLE 3: TRAINING OF FIELDWORKERS, 60% FIELDWORK AND FIELDWORK REPORT

- Training of fieldworkers
- On completion and approval of 60% of household survey, both the quantitative and qualitative component.

5.4. DELIVERABLE 4: 100% SAMPLE OF FIELD WORK

5.4.1 Compile a database of all the completed data.

- Identify incomplete households and redundant observations
- Ensure all components are correctly linked – datasets can be merged cleanly

5.5. DELIVERABLE 5: FINAL DATABASE WITH CLEANED DATA AND FINAL DATA DELIVERY REPORT

5.6. DELIVERABLE 6: COMPLETION AND SUBMISSION OF A FINAL REPORT

5.6.1 Conduct final cleaning of data and final data delivery report

- Completion inventory
 - a. The database established during this process will be made available electronically to the National Department of Human Settlements. It will be the property of the National Department and must allow for easy manipulation and generation of reports.
 - b. The Service Provider will be expected to make a formal presentation of the findings to the Steering Committee.
 - c. The Service Provider will be expected to conduct a workshop on findings with the Provincial Human Settlements and National Human Settlements officials.

- d. The final report to have all sections of academic report. Findings to be presented in tables and graphic forms for each of the test items.
- e. **All documents must be language edited.**
- f. The final reports should be submitted in three (3) Compact Disks and 3 bound copies printed in colour. The document should be written in 12 pts Arial, 1½ spacing, justified and in both PDF and MS Word formats. No branding of the service provider would be allowed in any of the documents submitted

5.7. Guiding principles and values

- 5.7.1. The evaluation should be development-orientated and should address key developmental priorities of Government and of citizens.
- 5.7.2. The evaluation should be undertaken ethically and with integrity.
- 5.7.3. The evaluation should be utilisation orientated.
- 5.7.4. The evaluation methods should be sound.
- 5.7.5. The evaluation should advance Government's transparency and accountability.
- 5.7.6. The evaluation must be undertaken in a manner which is inclusive and participatory.
- 5.7.7. The evaluation must promote learning.
- 5.7.8. Evaluators must display honesty and integrity in their own behaviour and should ensure the integrity of the entire evaluation process.
- 5.7.9. The evaluation is expected to build the capacity of previously disadvantaged individuals (evaluators and researchers), as well as providing all the data in a usable format.

6. Project plan and payment

6.1. Project plan

This project should be completed within ten months (45 weeks) after the service provider has been appointed. The service provider is expected to develop a draft project plan and which take into consideration the following:

Table 2: Outline project plan

Activity	Who	By when
Inception Meeting	Dept/Service provider (SP)	1 week after receiving Confirmation of appointment
Service provider contract signed	Dept/Service provider (SP)	1 week after receiving Confirmation of appointment
Inception report and a revised comprehensive project plan	SP	1 week after signing the contract
Literature Review Report and Field Work Plan	SP	8 weeks after the approval of the inception report
Report containing: <ul style="list-style-type: none"> • Enumerators training • 60% sample household survey of fieldwork 	SP	10 weeks after the approval of the first report
Report containing: <ul style="list-style-type: none"> • 40% sample household survey of fieldwork 	SP	15 weeks after the approval of the second report

Activity	Who	By when
Final database with cleaned data and final data delivery report		
Completed Data analysis and submission of draft report	SP	3 weeks after receiving cleaned database
Workshop with stakeholders on draft report	Dept and SP	1 week after receiving the draft report
Peer reviewers submit reviewed draft report	Peer reviewers	2 weeks after receiving the draft report
Final report submitted to Dept.	SP	1 week after receiving inputs
Comments on final report	Peer reviewers and steering committee	1 weeks after receiving final report
Final data and report submitted	SP	1 week after receiving comments

6.2. Budget and payment schedule

Payment for the delivery of the work will be conducted in the following manner:

Deliverable	Proportion of total payment
Phase 1: Inception Report and Project Plan a) On submission and approval of the Inception Report and Project Plan	10%
Phase 2: Literature Review Report and Fieldwork Plan a) On submission and approval of the Literature Review Report and Fieldwork Plan	10%
Phase 3: 60% Fieldwork and Fieldwork Report a) Training of fieldworkers b) On completion and approval of: <ul style="list-style-type: none"> 60% of household survey, both the quantitative and qualitative component 60% Fieldwork and Fieldwork Report 	20%
Phase 4: 100% Fieldwork and Final Fieldwork Report a) On completion and approval of: <ul style="list-style-type: none"> 100% of household survey, both the quantitative and qualitative component (as defined in the Design Sampling Methods) 100% Fieldwork and Final Fieldwork Report 	30%
Phase 5: Final database with cleaned data and final data delivery report a) On submission and approval of Final database with cleaned data and final data delivery report	20%
Phase 6: Final Report a) On submission and approval of a final report (full and in 1/3/25 format) as follows: <ul style="list-style-type: none"> Report to have all sections of academic report such as executive summary, introduction, literature review, research methodology, statement and analysis of findings, conclusions and recommendations. Findings to be presented in 	10%

<p>tables and graphic forms for each of the test items</p> <ul style="list-style-type: none"> • A summary report in both PDF and MS Word • An overall report with an executive summary 1.3 • Electronic presentation of the project • The report should be in three compact disks, 3 bound copies printed in colour (no service provider branding) <p>All reports should be language edited</p>	
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7. Management Arrangements

7.1. Management

- 7.1.1. The National Department of Human Settlements (DHS) in conjunction with the Department of Performance Monitoring and Evaluation (DPME) will manage the project. However the service provider shall account to DHS.
- 7.1.2. The service provider will be expected to present the inception report, **data collection plan and instruments, draft database**, draft report and final report for comments and inputs to the evaluation steering committee, which comprise of NDHS, DPME and other relevant stakeholders.
- 7.1.3. All communication between the Service Provider and the Departments shall be made through the project manager at the DHS.

7.2. Reporting arrangements

- 7.2.1. Monthly progress report should be submitted to the Project Manager in the NDHS indicating the key developments in the time period reported on, future activity schedule, and obstacle if any that are being encountered together with the suggested solutions to the challenges.
- 7.2.2. It would be expected that any urgent matters that affect the service provider's ability to meet the deadlines should be brought to the attention of the Project Manager immediately.

8. Expectations of the service provider

8.1. Qualification criteria

- 8.1.1. Socio-economic, historic and political landscape of South Africa
- 8.1.2. Economics, social sciences, and Human Settlements related field
- 8.1.3. A good knowledge of evaluation methodologies, and experience in applying them. This would be required in relation to
 - 8.1.3.1. Case Study research
 - 8.1.3.2. Quantitative and qualitative research
 - 8.1.3.3. Policy and programme analysis and policy and programme evaluation
 - 8.1.3.4. Strong project management skills, including field coordination and implementation where needed;
 - 8.1.3.5. Knowledge of and exposure to international good practice would be an advantage, particularly in middle-income and African countries.

9. Evaluation criteria

- 9.1. The evaluation of the proposals submitted to the Department will follow a two step process. In the first step, all proposals will be evaluated on functionalities and capabilities. In the second step, only qualifying proposals will be evaluated on the 80/20 preference point system.

9.2. The proposal should contain a description of how the report will be organised and which components it will contain.

9.3. The functionalities and capabilities will be evaluated as follows:

Criteria	Sub Criteria	Sub points	Total points
Team expertise ¹	Team consisting of a combination of skills including Social Scientists, Economists, and professionals in the Built Environment at Masters Level and above	15	15
	Team consisting of a combination of skills including Social Scientists, Economists, and professionals in the Built Environment at Honours Level and above	10	
	Team consisting of a combination of skills including Social Scientists, Economists, and professionals in the Built Environment only at Degree Level	7	
Experience of the team leader in social/ economic and human settlements research	Years in the field: 10 and more years' experience	25	25
	Between six (6) and nine (9) years of experience	20	
	Between than three (3) and five (5) years' experience	10	
Delivery of similar assignments ²	Delivery of 10 or more similar assignments	10	10
	Delivery of between seven (7) and nine (9) similar assignments	7	
	Delivery of between four (4) and six (6) similar assignments	4	
	Delivery of between two (2) and three (3) similar assignments	1	
Understanding of the scope of work	<ul style="list-style-type: none"> Detailed and logical project proposal with clear and empirical methodology to be followed to respond to the scope of work based on demonstrated significant use of existing relevant literature 	25	35
	<ul style="list-style-type: none"> Project plan with milestones and timeframes 	10	
Resource capacity to carry out the project	<ul style="list-style-type: none"> Outline of project team members, respective skills and areas of responsibilities during the duration of the project 	10	15
	<ul style="list-style-type: none"> Demonstrated skills and expertise (outline analytical, technical and research skills) 	5	
Overall total			100

¹ Please attach curriculum vitae of the team members

² Please provide a list of projects, stating the name of the client and contact person for reference

- 9.4. A service provider who submits a proposal that scores less than 70 out of 100 points would be considered having submitted a non-responsive proposal and will be disqualified.
- 9.5. **The Department reserves the right to shortlist an acceptable number of candidates who might be requested to make a presentation before appointing a service provider based on the above criteria.**
- 9.6. No service provider is allowed to score themselves on the submitted documents.

Note: Annexure A is attached to give bidders a sense of the scope of this project.

10. Compulsory information session

The National Department of Human Settlements will conduct a briefing session which will be compulsory to all Survey Companies.

Details of the briefing session are as follows:

DATE: 25 April 2018

VENUE: Department of Human Settlements

240 Justice Mahomed Street, Sunnyside, Pretoria

Boardroom 1

TIME: 10h00

11. General Conditions

- 11.1. The tender will be valid for a period of 90 days. The prices quoted in the tender remain applicable unless and until the national DHS is notified to the contrary by the service provider;
- 11.2. The service provider must furnish the following information as comprehensively as possible:
- Full details of the service provider
 - head office address and email
 - telephone and fax numbers
 - level of technical competency
 - company profile
 - full details of the individuals to be involved, their expertise, track record and roles in the assignment;
 - A detailed cost breakdown of the tender prices. Preference will be given to fixed price contracts linked to clearly identifiable deliverables;
 - clearly defined milestones, correlating to the sections outlined in this invitation; and
 - A detailed explanation of the process to be followed to provide the required service.
- 11.3. The successful service provider would be expected to submit a detailed project proposal indicating methodologies to be employed and work break down schedule, which will be presented to the NDHS within twenty one (21) days after appointment.

- 11.4.** The successful service provider would be expected to sign a service level agreement; both the service level agreement and the terms of reference will be equally binding in the administration and management of the project.

12. Copyright

- 12.1.** The copyright of all data collected and the final report to be delivered by the service provider will rest with the National Department of Human settlements;
- 12.2.** The service provider will not publish (including presentation to conferences and all other forums), whether in part or whole, the submitted report without the written permission of the DHS.
- 12.3.** A contract for this project will only be awarded on the condition that all information, reports and plans, both print and electronic, as well as the system that may have been designed specifically for this project, in whatever format, will belong to the National Department of Human Settlements. None of the information can be used without the express permission of the NDoHS. To this effect, the service-provider appointed will be required to sign a confidentiality agreement.

13. Enquiries

Enquiries regarding these ToRs should be directed to:

Ms Mulalo Muthige
Director: Programme Evaluation
National Department of Human Settlements
Telephone: (012) 444 5082
Fax: (086) 615 0330
e-mail: mulalo.muthige@dhs.gov.za



human settlements

Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA

Annexure A

Document Type	FEEDBACK ON THE UPGRADING OF INFORMAL SETTLEMENTS COVERED BY THE BASELINE STUDY ON THE UPGRADING OF INFORMAL SETTLEMENT.	
PERIOD	31/10/2017	
AREAS	North-West, Mpumalanga, Limpopo, Free State, Eastern Cape, KZN, Western Cape, Northern Cape, Gauteng – Tshwane, City Of Johannesburg, Ekurhuleni	

Province	Information Requested	Information Provided	Services Provided
1. North-West	<p>1. Confirm the total number of households in each informal settlement</p> <p>2. Is the Informal settlement upgraded or not?</p> <p>3. If the answer is "yes" how many households have been upgraded and what is the balance?</p> <p>4. The type of upgrading or service delivered for those households per project, and when that happened</p>	<p>1. Bokamoso 4- 1600 h/h, 1420 upgraded- 180 not yet.</p> <p>2. Glaudina New- 500 h/h- nothing has happened.</p> <p>3. Kanana Ext 11 772 h/h- 473 upgraded- balance of 299</p> <p>4. Kanana Ext 13- 2757 h/h- 1971 upgraded- balance 786</p> <p>5. Mafikeng PHP- 200 h/h- 188 upgraded- balance is 12</p> <p>6. Midgol -750h/h – upgraded 750.</p> <p>7. Oukasi Ex 5- 371- no upgrading- bal 350</p>	<p>1. Bokamoso- 1 420hh upgraded</p> <p>2. Glaudina New- nothing</p> <p>3. Kanana Ext 11- 473hh upgraded</p> <p>4. Kanana Ext 13 – 1 971hh upgraded</p> <p>5. Mafikeng PHP- 188hh upgraded</p> <p>6. Midgol-750hh upgraded</p> <p>7. Oukasi Ext 5 – nothing</p>

2. Mpumalanga	<p>1. Confirm the total number of households in each informal settlement</p> <p>2. Is the Informal settlement upgraded or not?</p> <p>3. If the answer is "yes" how many households have been upgraded and what is the balance?</p> <p>4. The type of upgrading or service delivered for those households per project, and when that happened</p>	<p>1. Msukaligwa- 500h/h- 460 upgraded-</p> <p>2. Matsulu B 685h/h upgraded- no upgrading has been done</p>	<p>1. Msukaligwa - 500 upgraded Insitu project to upgrade 500 h/h in an informal settlements. The following were upgraded: Sewer, Water and Gravel Roads and Storm Drainage</p> <p>2. Matsulu B - nothing</p>
3. Limpopo	<p>1. Confirm the total number of households in each informal settlement</p> <p>2. Is the Informal settlement upgraded or not?</p> <p>3. If the answer is "yes" how many households have been upgraded and what is the balance?</p> <p>4. The type of upgrading or service delivered for those households per project, and when that happened</p>	<p>1. Mohlakaneng Ext 106- 170 h/h- bulk service/ all sites serviced</p> <p>2. Roosenekal B- 800 h/h - bulk services provided-</p> <p>3. Vaalwater- 600 h/h- communal taps/ self-dug pit latrines- all sites serviced</p> <p>4. Roosenekal – 200 h/h</p>	<p>1. Mohlakaneng ext- bulk services in place approved general plan. Water and sewerage are installed on 167 sites in 2013/14 financial year. 132 units have been built in 2015/16 financial year. The installation of electricity is in process.</p> <p>2. Roosenekal B- bulk services in place. Not yet formalized.</p> <p>3. Vaal water- communal taps, self- dug pit latrines, sites demarcated. Formalization in process for 300 sites.</p> <p>4. Roosenekal A (zone 11) - bulk services in place. Not yet formalized.</p>

4. Free State	<p>1. Confirm the total number of households in each informal settlement</p> <p>2. Is the Informal settlement upgraded or not?</p> <p>3. If the answer is "yes" how many households have been upgraded and what is the balance?</p> <p>4. The type of upgrading or service delivered for those households per project, and when that happened</p>	<p>1. Block A- 46 h/h not yet upgraded</p> <p>2. DND 88 – not yet upgraded – unavailability of sites</p> <p>3. Phokeng /Kgotha- not yet upgraded.</p> <p>4. Mk square- 490 h/h- upgraded with water/sanitation/gravel roads.</p> <p>5. Selosetsha ext 14-598 –not yet upgraded</p> <p>6. Tshiame D -723 h/h- upgraded.</p>	<p>1. Block A - nothing</p> <p>2. DND 88 – nothing</p> <p>3. Phokeng /Kgotha- nothing</p> <p>4. Mk square- 490 h/h- upgraded with water/sanitation/gravel roads.</p> <p>5. Selosetsha ext 14-598 –nothing</p> <p>6. Tshiame D -723 h/h- upgraded.</p>
5. Eastern Cape	<p>1. Confirm the total number of households in each informal settlement</p> <p>2. Is the Informal settlement upgraded or not?</p> <p>3. If the answer is "yes" how many households have been upgraded and what is the balance?</p> <p>4. The type of upgrading or service delivered for those households per project, and when that happened</p>	<p>1. Amalinda Forest- 2131 h/h.</p> <p>2. Dacawa (mdantsane zone 18)- 455 h/h</p> <p>3. Ford/ Msimango- 2500 h/h</p> <p>4. Joe Slovo- 5 Kyga/Greenbushes- 265 h/h</p> <p>6.Llorie- 450 h/h</p> <p>7.Middle/Blikkiesdorp- 51 h/h</p> <p>8. Walmer Q – 129 h/h</p> <p>9. Qaqawuli-</p> <p>10. Khayamnandi-</p>	<p>1. Amalinda Forest - 16 stand taps and 12 washing basin with taps, 11 ablution facilities, no formal electricity provided, unsurfaced roads, relocate a portion of the settlement to a transitional relocation area</p> <p>2. Dacawa - Municipal water lines available and 2 wash basins, 21 ablution facilities available, no formal electricity provided and no access roads</p> <p>3. Joe Slovo - Inception has report done, introduction of the service provide to the municipal authorities is outstanding for the service provider to proceed</p> <p>4. Kyga/Greenbushes- 265 h/h= communal taps provided by the municipality to the</p>

				<p>residents, residents use chemical bucket toilets supplied by the municipality in a ratio of one toilet for every 5 households, basic electricity provided to the residents</p> <p>5. Middle/Blikkiesdorp- 51 h/h - 51 shacks/households have been relocated but there are no services provided at this point in time.</p> <p>6. Walmer Q – 129 h/h= 3 standpipes along one gravel road and they are +-100m apart, area uses chemical toilets that are cleaned 3 times a week, there is no electricity and other services.</p> <p>7. Qaqawuli - Inception has been done, introduction of the service provide to the municipal authorities is outstanding for the service provider to proceed.</p>
6. Tshwane	<p>1. Confirm the total number of households in each informal settlement</p> <p>2. Is the Informal settlement upgraded or not?</p> <p>3. If the answer is "yes" how many households have been upgraded and what is the balance?</p> <p>4. The type of upgrading or service delivered for those households per project, and when that happened</p>	<p>1. Kopanong 1- Layout plan and Kudube Unit 5</p> <p>2. New Eersterus Ext 2</p> <p>3. New Eersterus Proper</p> <p>4. Pienaarspoort/plot 45</p> <p>5. Rethabiseng</p> <p>6. Shoshanguve KK</p> <p>7. Stinkwater- layout/general plan approved</p>	<p>1. Kopanong ext 1- upgraded, 1 008 h/h water and sanitation – phase 3</p> <p>2. Kudube Zone 5- upgraded, 1 600h/h water and sanitation services - phase 3</p> <p>3. New Eersterus Ext 1 & 2- upgraded, 3300h/h water and sanitation services - phase3</p> <p>4. New Eersterus Ext 4 to 7- upgraded, 4 050h/h water and sanitation services - phase3</p> <p>5. Pienaarspoort/plot 45 provided services include rudimentary water and sanitation</p>	

				<div>6. Rethabiseng - services has been installed.</div> <div>7. Shoshanguve KK2 -currently in the process of installing water and sanitation</div> <div>8. Stinkwater - upgraded, 1 400 h/h water and sanitation services - phase3</div>
7. City Of Johannesburg	<div>1. Confirm the total number of households in each informal settlement</div> <div>2. Is the Informal settlement upgraded or not?</div> <div>3. If the answer is "yes" how many households have been upgraded and what is the balance?</div> <div>4. The type of upgrading or service delivered for those households per project, and when that happened</div>	<div>1. Chris Hani Ext 4 – 304 h/h</div> <div>2. Dark City – 817 h/h</div> <div>3. Diepsloot west Ext 6- 589 h/h</div> <div>4. Druenziek Ext 3- 8275 h/h</div> <div>5. Dumping site (Randfontein)- 741 h/h</div> <div>6. Ivorypark Zone 1- 473 h/h</div> <div>7. Mafelandawonye 3- 692 h/h</div> <div>8. Orlando Park (Not coalyard)- 198 h/h.</div>	<div>1. Chris Hani Ext 4- provided services include individual chemical toilets.</div> <div>2. Dark City- provided services include communal taps and toilets.</div> <div>3. Diepsloot West Ext 6- services have been provided and construction of houses is underway.</div> <div>4. Drieziek Ext 3- provided services include individual taps and toilets.</div> <div>5. Dumping site- provided services include individual taps and toilets.</div> <div>6. Ivorypark Zone 1- services have been provided and construction of houses is underway.</div> <div>7. Mafelandawonye 3- provided services include individual taps and toilets.</div> <div>8. Orlando Park- provided services include individual taps and toilets.</div>	

8. Ekurhuleni	<p>1. Confirm the total number of households in each informal settlement</p> <p>2. Is the Informal settlement upgraded or not?</p> <p>3. If the answer is "yes" how many households have been upgraded and what is the balance?</p> <p>4. The type of upgrading or service delivered for those households per project, and when that happened</p>	<p>1. Freedom Square- 1568 h/h – not yet upgraded.</p> <p>2. Madelakufa 2(Isekelo) 2 122 h/h- not yet upgraded</p> <p>3. Mayfield Ext 1 (Mangosotho/Zenzele) – 6769 h/h- not yet upgraded</p> <p>4. Thintwa/Emalahleni- 400h/h not yet upgraded</p> <p>5. Tokyo Sexwale (Reiger Park ext 9) - 2157 h/h- not yet upgraded</p> <p>6. Tsakane Ext 19 205 h/h- not yet upgraded</p> <p>7. Wierda Caravan Park- 348 h/h- not yet upgraded.</p>	<p>1. Freedom Square- 1568 h/h – stand pipes and chemical toilets provided (to be relocated)</p> <p>2. Madelakufa 2(Isekelo) 2 122 h/h- stand pipes and chemical toilets provided (awaiting dedensification)</p> <p>3. Mayfield Ext 1 (Mangosotho/Zenzele) – 6769 h/h- stand pipes and pit latrines</p> <p>4. Thintwa/Emalahleni- 400h/h stand pipes and chemical toilets provided (to be relocated)</p> <p>5. Tokyo Sexwale (Reiger Park ext 9) - 2157 h/h- stand pipes and chemical and pit latrines</p> <p>6. Tsakane Ext 19 205 h/h- stand pipes and pit latrines</p> <p>7. Wierda Caravan Park- 348 h/h- stand pipes and pit latrines</p>
9. KZN	<p>1. Confirm the total number of households in each informal settlement</p> <p>2. Is the Informal settlement upgraded or not?</p> <p>3. If the answer is "yes" how many households have been upgraded and what is the balance?</p> <p>4. The type of upgrading or service delivered for those households per project, and when that happened</p>	<p>1. Mazakhele Phase 2- 1043 h/h</p> <p>2. Babanongo Phase 3- 653 h/h</p> <p>3. Cato Crest- 3282 h/h</p> <p>4. Fairleigh Siyahhlala- 1321 h/h</p> <p>5. Poortjie- 481 h/h</p> <p>6. Sibongile buffer strip (Muzomusha)- 347 h/h</p> <p>7. Umlazi infill Phase 1, part 4- 347 h/h</p> <p>8. Zamani 2A- 1171 h/h</p>	<p>1. Mazakhele Phase 2- 1043 h/h- phase 3</p> <p>2. Mazakhele phase 4 – 1000h/h benefited in phase 1 - this is situ Informal Settlement – phase 3</p> <p>3. Babanongo Phase 3- 653 h/h</p> <p>4. Cato Crest- 3282 h/h - This settlement is being upgraded with ablation modular structures provided under phase 3 and based on the info on GIS the household number is estimated at 5000.</p> <p>5. Fairleigh Siyahhlala- 1321h/h- in situ Informal Settlement Upgrade- upgraded with water-</p>

10. Western Cape	1. Confirm the total number of households in each informal settlement 2. Is the Informal settlement upgraded or not? 3. If the answer is "yes" how		<p>borne sanitation, infrastructure as well as access roads and public transport roads. This settlement warranties a site visit to verify what's happening on the ground.</p> <p>6. Poortjie- 481 h/h</p> <p>7. Sibongile buffer strip (Muzomusha)- 347 h/h, phase 3 - IRDP houses</p> <p>8. Umlazi infill Phase 1, part 4- 347 h/h - settlements packaged under Phase 1 have been upgraded and completed</p> <p>9. Zamani 2A- 1171 h/h - Based on the imagery it appears some form of upgrading is or has taking place in Zamani 2A based on the BNG houses visible on the aerial imagery and ablation modular structures provided. This settlement warranties a site visit to verify what's happening on the ground. Based on our information on GIS the household number is 388 but this could be more. Settlement upgraded, 1154 of 1200 (only 46 houses not built) Services were done in late 1999 PHP done in 2001 to 2003</p>
	1. Asazani 559 hh 2. Atlantis Witsand 1468 hh 3. Chester Williams 89 hh 4. Kingston Town 52 hh 5. Kudu Street 62 hh 6. Nyanga Upgrade 162 hh	1. Asazani - Informal settlement forms part of an existing UISP project in Zwelihle that is currently been rolled out in phases. Asazani Informal settlement was established in 1997 in Zwelihle and comprises of about 72 structures. The settlement has access to	

	many households have been upgraded and what is the balance? 4. The type of upgrading or service delivered for those households per project, and when that happened	7. Overhills 329 hh	<p>basic services.</p> <ol style="list-style-type: none"> 2. Atlantis – no information 3. Chester Williams - Project has been supported by the Department and listed on the Business Plan for planning. All development rights must still be obtained. Earliest implementation is expected in 2017/18 financial year. 4. Kingston Town - Informal settlement was established in 1994 and comprises of about 64 structures. The settlement has access to basic services to minimum standard. 5. Kudu Street - Project supported by the department for upgrading. All development rights must still be obtained. Earliest implementation expected in the 2018/19 financial year. Project to be fast tracked with municipal support 6. Nyanga Upgrade – no information 7. Overhills – 379 h/h- 101 toilets and 21 taps with running water.
11. Northern Cape	<ol style="list-style-type: none"> 1. Confirm the total number of households in each informal settlement 2. Is the Informal settlement upgraded or not? 3. If the answer is "yes" how many households have been upgraded and what is the balance? 	<ol style="list-style-type: none"> 1. 7de Laan 163 hh 2. Augrabies 183 hh 3. Campbell 128 hh 4. Louisvale 314 hh 5. Rainbow valley 559 hh 6. Skerpdraai 321 hh 7. Transit Camp 821 hh 	<ol style="list-style-type: none"> 1. 7de Laan 163 hh, - Town Planning concluded. Awaiting outcome of EIA for instillation of water, sewage and electricity. 365 - Erven subdivided, Rezoning concluded. Township establishment in progress. Awaiting EIA. Waiting on approval from DMPT for

	<p>4. The type of upgrading or service delivered for those households per project, and when that happened</p>	<p>services. Awaiting approved SG diagram. Awaiting all services</p> <ol style="list-style-type: none"> 2. Augrabies 183 hh – no info 3. Campbell 128 hh - Incremental Upgrading Internal services sewage. Started July 2016 in progress (192) 4. Louisvale 314 hh – Louisvale Dorp 251hh Incremental Upgrading water and electricity (Louisvale Weg 131, 295) 5. Rainbow valley 559 hh – 457hh Incremental Upgrading Internal services sewage. Started July 2016 6. Skerpdraai 321 hh - Incremental Upgrading Water installed 2014/15. Electricity installed 2016/17 7. Transit Camp 821 hh – 303hh Incremental Upgrading: Services and Top Structure March 2016
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71 informal settlements

47 settlements with some form of upgrading

+60% coverage

Table A1.2: Household counts in sampled informal settlements

Province	Informal settlement	Municipality	DHS HH	HSRC HH
1. Eastern Cape	Amalinda Forest	Buffalo City		491
2. Eastern Cape	Dacawa (Mdantsane Zone 18)	Buffalo City		237
3. Eastern Cape	Ford & Msimango	Buffalo City	2500	1391
4. Eastern Cape	Joe Slovo Extension	Nelson Mandela Bay		191
5. Eastern Cape	Kyga/Greenbushes	Nelson Mandela Bay		246
6. Eastern Cape	Loerie	Kouga		49
7. Eastern Cape	Middle/Blikkiesdorp	Nelson Mandela Bay		467
8. Eastern Cape	Qaqawuli	Nelson Mandela Bay		1077
9. Eastern Cape	Walmer Q	Nelson Mandela Bay		908
10. Eastern Cape	Khayamnandi	Nelson Mandela Bay		200
11. Free State	Block A	Moghaka	44	46
12. Free State	DND	Matjhabeng	88	59
13. Free State	MK Square	Mangaung	490	57
14. Free State	Phokeng & Kgotha	Matjhabeng		385
15. Free State	Selossha Ext. 14 (Bultfontein 1)	Mangaung		598
16. Free State	Tshiame D	Maluti-a-phofung	540	723

Province	Informal settlement	Municipality	DHS HH	HSRC HH
17. Free State	Unit 3	Matjhabeng	88	162
18. Gauteng	Chris Hani Ext.4	City of Johannesburg		668
19. Gauteng	Dark City	City of Johannesburg		509
20. Gauteng	Dark City	City of Johannesburg		509
21. Gauteng	Diepsloot West Ext.6	City of Johannesburg		589
22. Gauteng	Drieziek Ext.3	City of Johannesburg		8275
23. Gauteng	Dumping Site	Randfontein	116	741
24. Gauteng	Freedom Square	Ekurhuleni		1489
25. Gauteng	Ivory Park - Zone 1	City of Johannesburg		682
26. Gauteng	Kopanong Ext 1	City of Tshwane		348
27. Gauteng	Kudube Zone 5	City of Tshwane		949
28. Gauteng	Madelakufa 2 (Isekelo)	Ekurhuleni		259
29. Gauteng	Mafelandawonye 3	City of Johannesburg		692
30. Gauteng	Mayfield Ext 1 (Mangosotho/Zenzele)	Ekurhuleni		6769
31. Gauteng	New Eersterus Proper	City of Tshwane		1699
32. Gauteng	New Eersterus X2	City of Tshwane		1421

Province	Informal settlement	Municipality	DHS HH	HSRC HH
33. Gauteng	Orlando Park (Not Coalyard)	City of Johannesburg		198
34. Gauteng	Plot 45 Pienaarspoort	City of Tshwane		143
35. Gauteng	Rethabiseng	City of Tshwane		553
36. Gauteng	Soshanguve KK 2	City of Tshwane		236
37. Gauteng	Stinkwater X4	City of Tshwane		1359
38. Gauteng	Thintwa/Emalahleni	Ekurhuleni		279
39. Gauteng	Tokyo Sexwale (Reiger Park Ext 9)	Ekurhuleni		1788
40. Gauteng	Tsakane Ext 19 overflow	Ekurhuleni		158
41. Gauteng	Tswaiing Village	City of Tshwane		597
42. Gauteng	Wierda Caravan Park	Ekurhuleni		214
43. KwaZulu-Natal	Mazakhele Phase 2	UMuziwabantu		1043
44. KwaZulu-Natal	Babanango Phase 3	Ulundi		653
45. KwaZulu-Natal	Cato Crest <i>In situ</i> Upgrade	eThekweni	1500	3282
46. KwaZulu-Natal	Fairleigh Siyahhlala	Newcastle	1300	1321
47. KwaZulu-Natal	Pooritje	Mkhambathini	481	62
48. KwaZulu-Natal	Sibongile Buffer strip (Muzomusha)	Endumeni	222	347

Province	Informal settlement	Municipality	DHS HH	HSRC HH
49. KwaZulu-Natal	Umlazi infill phase 1 Part 4	eThekweni	3526	48
50. KwaZulu-Natal	Zamani 2A	eThekweni	1171	359
51. Limpopo	Mohlakaneng Ext 106	Polokwane		2275
52. Limpopo	Roosenekal B	Elias Motsoaledi	150	79
53. Limpopo	Vaalwater Ext 3	Modimolle	500	494
54. Mpumalanga	Khayelisha/Kwazanele	Msukaligwa	500	72
55. Mpumalanga	Matsulu B	Mbombela	250	685
56. North West	Bokamoso 4	Rustenburg		1053
57. North West	Glaudina New	Mamusa	40	486
58. North West	Kanana Ext 11	City of Matlosana		891
59. North West	Kanana Ext 13	Matlosana	133	2692
60. North West	Mafikeng PHP	Mafikeng		249
61. North West	Migdol	Mamusa	26	629
62. North West	Oukasie Ext 5	Madibeng	82	371
63. Northern Cape	7de Laan	Dikgatlong		163
64. Northern Cape	Augrabies	Kai !Garib		183

Province	Informal settlement	Municipality	DHS HH	HSRC HH
65. Northern Cape	Campbell	Siyancuma		128
66. Northern Cape	Louisvale	//Kharahais		314
67. Northern Cape	Rainbow Valley	Siyancuma	513	559
68. Northern Cape	Skerpdraai	Gamagara	300	321
69. Northern Cape	Transit Camp	Sol Plaatje	323	821
70. Western Cape	Asazani	Overstrand		559
71. Western Cape	Atlantis Witsand	City of Cape Town		1468
72. Western Cape	Chester Williams	Drakenstein		69
73. Western Cape	Kingston Town	Drakenstein		52
74. Western Cape	Kudu Street	Drakenstein		62
75. Western Cape	Nyanga Upgrade	City of Cape Town		162
76. Western Cape	Overhills	Overstrand		329
77. Free State	Nyakallong*	Matjhabeng		200
78. Gauteng	Bekkersdal Afghanistan section*	Westonaria		511
79. Limpopo	Roosenekal*	Elias Motsoaledi		109

*Mining settlements

Table A1.1: Total number of informal settlements (N) and selected settlements (n) per province

Province	N	n
Eastern Cape	180	18
Free State	74	7
Gauteng	408	41
KwaZulu-Natal	80	8
Limpopo	34	3
Mpumalanga	14	2
North West	70	7
Northern Cape	69	7
Western Cape	256	26
South Africa	1185	119

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER: BID VA 49/599		CLOSING DATE: 08/05/2015			CLOSING TIME: @11:00		
DESCRIPTION							
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
THE DEPARTMENT OF HUMAN SETTLEMENTS							
260 DR RUTH MOMPATI HOUSE							
JUSTICE MAHOMED STREET, SUNNYSIDE							
PRETORIA, 0002.							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON		MR. TEBOHO MOKEMANE		CONTACT PERSON		MS. MULALO MUTHIGE	
TELEPHONE NUMBER		012 444 9289		TELEPHONE NUMBER		012 444 5082	
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS		Teboho.mokemane@dhs.gov.za		E-MAIL ADDRESS		Mulalo.muthige@dhs.gov.za	
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE		NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE		NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: VA 49/599

CLOSING TIME 11:00

CLOSING DATE 08 May 2018

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
------------	-------------	---

BID VA 49/599: TERMS OF REFERENCE: IMPACT EVALUATION OF THE UPGRADING OF INFORMAL SETTLEMENTS PROGRAMME.

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a **ceiling price** based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

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

R.....
R.....
R.....
R.....
R.....

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

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

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

R.....
R.....
R.....
R.....

..... days
..... days
..... days
..... days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

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

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

R.....
R.....
R.....
R.....

TOTAL: R.....

Name of Bidder:

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
 7. Estimated man-days for completion of project
 8. Are the rates quoted firm for the full period of contract? *YES/NO
 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS, 260 JUSTICE MAHOMED STREET, DR RUTH MOMPATI HOUSE, SUNNYSIDE, PRETORIA, 0002

MS Y VENTER, MS M HITGE, MR M KWINANA, MR MCAMAGU, MR T MOKEMANE OR MS C MATLALA

Tel: 012 444 9206, 9239, 9245, 9240, 9289 OR 9247

Or for technical information –

Contact Person: MS. MULALO MUTHIGE

E-mail address: mulalo.muthige@dhs.gov.za

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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 a price quotation, advertised competitive bid, limited bid or proposal). 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, shareholder²):

2.4 Company Registration Number:

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.

¹"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.

²"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 attached 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

[illegible]

YES/NO

[illegible]

YES/NO

```
*****
*****
*****
*****
```

3

[illegible]

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 IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

1.2

- a) The value of this bid is estimated to ~~exceed/not exceed~~ R50 000 000 (all applicable taxes included) and therefore the80/20..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	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 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = 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) and 7 (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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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 10 or 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		
OR		
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.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

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?</p> <p>(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(www.treasury.gov.za) 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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) 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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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 consortium³ 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.

³ 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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)