

DEPARTMENT	GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS		
TENDER DESCRIPTION	THE APPOINTMENT OF SERVICE PROVIDER(S) TO CONDUC		
	RESEARCH PROJECTS OUTLINED IN THESE TORS FOR THE		
	DEPARTMENT OF HUMAN SETTLEMENTS OVER A PERIOD OF		
	MONTHS.		
TENDER NUMBER	HLA 4/2/4 - 2025/05		

BRIEFING SESSION	Yes X	No SESSION COMPULSORY	Yes	No X
ONLINE BRIEFING	VENUE	MICROSOFT TEAMS	TIME	10H00
	DATE	08 DECEMBER 2025		

ONLINE BRIEFING SESSION	08 DECEMBER 2025
CLOSING DATE	16 JANUARY 2026
CLOSING TIME	11H00 AM
VALIDITY PERIOD	120 DAYS

Notes:

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



Tender Number	Description	Briefing Session	Closing Date
HLA 4/2/4 - 2025/05	The appointment of service provider(s) to conduct 5 Research Projects outlined in these TORs for the Department of Human Settlements over a period of 3 months.	There will be a Non-Compulsory Briefing Session on Microsoft Teams on the 08 December 2025 @ 10h00. Attendance is highly recommended. Bidders who are interested in applying for this tender must send in an application to the following email address infogdhus.tenders@gpgonline.onm icrosoft.com and copy Cyril Chauke@gauteng.gov.za and Thabo.ndlovu@gauteng.gov.za for Microsoft teams invite for application for the briefing session by the TBC or click on the link below to join. Join the meeting now	Date: 16 January 2026 Venue: Department of Human Settlements 68 Voortrekker Street Nevada Building, 4th Floor Reception Alberton

Link: https://teams.microsoft.com/l/meetup-

join/19%3ameeting_NTFiNTA4MjAtMDM0Yy00ZjgwLWFmNzQtZTk5OTczZDcxNmQz%40thread.v2/0?context=%id%22%3a%22003f7489-c006-4532-90f3-d1feadc0d1af%22%2c%22Oid%22%3a%22d31890b4-92c4-4fb8-ba0e-6b33e90ee449%22%7d

Documents can only downloaded from Treasury website from: 1. Website be tenders.gauteng.gov.za/Pages/Home.aspx infogdhus.tenders@gpgonline.onmicrosoft.com 2. E-mail Advertised Tenders from the 28 November 2025 . Completed tender documents clearly marked with the relevant reference number and placed in a sealed envelope must be deposited in the tender box siituated at Department of Human Settlements ,68 Voortrekker Street, Nevada Building, 4th Floor Reception, Alberton.no later than 11:00 on or before the relevant stipulated date above.

All enquiries related to the content of the Terms of Reference may be directed in writing for attention to infogdhus.tenders@gpgonline.onmicrosoft.com and copy Mr Abongile Nolala at Abongile.Nolala@gauteng.gov.za Any enquiry related to bid process mav be directed in writing attention infogdhus.tenders@gpgonline.onmicrosoft.com and copy Mr Thabo Ndlovu at Thabo.Ndlovu@gauteng.gov.za and Mr Cyril Chauke at Cyril.Chauke@gauteng.gov.za.The bid number should be mentioned in all correspondences. Telephonic requests for clarification will not be accepted.



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

IT IS A CONDITION OF BIDDING THAT -

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



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

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER					
Registered Suppliers to ensure that all details completed below are CURRENT.					
IANDATORY SUPPLIER DETAILS					
SD Supplier number					
Company name (Legal & Trade as)					
Company registration No					
ax Number					
AT number (If applicable)					
Street Address	Postal Address				
CONTACT DETAILS					
Contact Person					
-mail address					
elephone Number					
Cell Number					
NB: Bidders are requested to include their CSD redocuments.	eports in their submission of the tender				
I HEREBY CERTIFY THAT THIS INFORMATION	I IS CORRECT				
Name(s):					
Signature(s):					
D (



Submission of Financial Statements

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

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

PART A INVITATION TO BID

	YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTENG DEPAARTMENT OF HUMAN SETTLEMENTS							
		/2/4 - 2025/05	CLOSING DATE:		16 Janua			OSING TIME: 11h00
The appointment of service provider(s) to conduct 5 Research Projects outlined in these TORs for the DESCRIPTION Department of Human Settlements over a period of 3 months.								
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)								
68 Voortrekker Street								
Nevada Building,								
4th Floor Recepti	on							
Alberton								
BIDDING PROCE	DURE	ENQUIRIES MAY	BE DIRECTED TO	TE	CHNICAL	ENQUIRIES MAY B	E D	IRECTED TO:
CONTACT PERSO	NC	Thabo Ndlovu		CC	NTACT P	ERSON		Abongile Nolala
TELEPHONE NUMBER				TE	LEPHONE	NUMBER		
FACSIMILE NUME	BER			FA	CSIMILE N	NUMBER		
E-MAIL ADDRESS	S	Thabo.Ndlov	u@gauteng.gov.za	E-I	MAIL ADDI	RESS		abongile.nolala@gauteng.gov.za
SUPPLIER INFOR	RMATIC	N						
NAME OF BIDDER	₹							
POSTAL ADDRES	SS							
STREET ADDRES	SS		.		I			T
TELEPHONE NUMBER		CODE			NUMBER	₹		
CELLPHONE NUMBER								
FACSIMILE NUME	BER	CODE			NUMBER	२		
E-MAIL ADDRESS	3							
VAT REGISTRATI NUMBER	ON							
SUPPLIER		TAX				CENTRAL		
COMPLIANCE STATUS		COMPLIANCE SYSTEM PIN:		OF	₹	SUPPLIER DATABASE No:	MA	N AA
ARE YOU THE								
ACCREDITED REPRESENTATIV	Æ IN					FOREIGN BASED		Yes No
SOUTH AFRICA F	OR	☐Yes	□No			OR THE GOODS OFFERED?		
THE GOODS /SERVICES		[IF YES ENCLO	SE DDUUE!	, 0.		51 1 E. (E.B.)		[IF YES, ANSWER THE QUESTIONNAIRE BELOW]
OFFERED?		[II TEO ENOLO	ol i Noorj					QOESTIONNAINE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
IS THE ENTITY A	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?							
DOES THE ENTIT	DOES THE ENTITY HAVE A BRANCH IN THE RSA?							
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO				
DOES THE ENTIT	Y HAV	E ANY SOURCE	OF INCOME IN THE RS	A?				☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.								

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID
SIGNATURE OF BIDDER
CAPACITY UNDER WHICH THIS BID IS SIGNED:(Proof of authority must be submitted e.g., company resolution)
DATE

PRICING SCHEDULE

(Professional Services)

NAME OF BIDDE	ER:	BID NO.: HLA 4/2/4 - 2025/05		
CLOSING TIME 11:00		CLOSING DATE: 16 January 2026		
OFFER TO BE V	ALID FOR120DAYS FROM THE CLOSING DATE OF BID.			
ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)		
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.	R		
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)			
4.	Period required for commencement with project after acceptance of bid			
5.	Are the rates quoted firm for the full period of contract?	*YES/NO		
6.	If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.			
*[1	DELETE IF NOT APPLICABLE]			
Any enquiries reg	garding bidding procedures may be directed to the –			
Thabo Ndlovu				
Email: Thabo.Nd	lovu@gauteng.gov.za			
Or for technical in	nformation –			
Abongile Nolala				
-	Nolala@gauteng.gov.za			

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES/NO

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

Full Name	Identity Number	Name of State institution

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

YES/NO

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

2.	2.1 	If so, furnish particulars:	
	••••		
2.	10	oes the bidder or any of its directors / trustees / shareholders / members / par r any person having a controlling interest in the enterprise have any interest in ther related enterprise whether or not they are bidding for this contract? YES	n any
2.3.1	If 	so, furnish particulars:	
3	DE	CLARATION	

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting

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

Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature	Date	
Position	Name of bidder	

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. **DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes:
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps=80\left(1-rac{Pt-P\,min}{P\,min}
ight)$$
 or $Ps=90\left(1-rac{Pt-P\,min}{P\,min}
ight)$ Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80\left(1 + rac{Pt-P\,max}{P\,max}
ight)$$
 or $Ps = 90\left(1 + rac{Pt-P\,max}{P\,max}
ight)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

SPECIFIC GOAL		TOTAL POINTS (80/20 system)
1. Women Ownershi	р	4
2. Youth Ownership		4
3. Disability (PwD) C	Ownership	4
4. Military Veterans	Ownership	4
5. Township Owners	ship	4
TOTAL		20

SP	ECIFIC GOAL	ACHIEVEMENT LEVEL	ALLOCATED POINTS (80/20 system)	NUMBER OF POINTS CLAIMED (80/20 System) (To be completed by the bidder)
1.	Women	100% women ownership	4	
	Ownership	75% - 99% women ownership	3	
		60% - 74% women ownership	2	
		51% - 59% women ownership	1	
		0 – 50% women ownership	0	
2.	Youth Ownership	100% youth ownership	4	
		75% - 99% youth ownership	3	
		60% - 74% youth ownership	2	
		51% - 59% youth ownership	1	
		0 – 50% youth ownership	0	
3.	Disability (PwD)	100% PwD ownership	4	

SP	ECIFIC GOAL	ACHIEVEMENT LEVEL	ALLOCATED POINTS (80/20 system)	NUMBER OF POINTS CLAIMED (80/20 System) (To be completed by the bidder)
	Ownership	75% - 99% PwD ownership	3	
		60% - 74% PwD ownership	2	
		51% - 59% PwD ownership	1	
		0 – 50% PwD ownership	0	
4.	Military Veterans	,	4	
	Ownership	Ownership		
		75% - 99% Military Veterans	3	
		Ownership		
		60% - 74% Military Veterans	2	
		Ownership		
		51% - 59% Military Veterans	1	
		Ownership		
		0 – 50% Military Veterans	0	
		Ownership		
5.	Township	100% Township Ownership	4	
	Ownership	75% - 99% Township Ownership	3	
		60% - 74% Township Ownership	2	
		51% - 59% Township Ownership	1	
		0 – 50% Township Ownership	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3.	Name of company/firm
4.4.	Company registration number:
4.5.	TYPE OF COMPANY/ FIRM
	 Partnership/Joint Venture / Consortium One-person business/sole propriety Close corporation Public Company Personal Liability Company (Pty) Limited

	Non-Profit Company
	State Owned Company
[TICH	APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
 - i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	





INTEGRITY PACT FOR BUSINESSES

FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

2. OBJECTIVES

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

- 2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

3. GOVERNANCE

3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

4. ENVIRONMENT

4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

5. PROTECTION OF INFORMATION

5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.

6. REPUTATION

- 6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.
- 6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.
- 6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.
- 6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM		
CORE VALUES	ETHICAL VALUES	
Patriotism	Integrity	
Purposefulness	Accountability	
Team focused	Dignity	
Integrity	Transparency	
Accountability	Respect	
Passionate	Honesty	
Activism		

7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

- 8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8³, copy of which is attached marked Annexure A, and that:
- 8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.
- 8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.
- 8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.
- 8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
Toll-free number	080 1111 633	0800 701 701
SMS call-back	49017	N/A
E-mail	ail gpethics@behonest.co.za nach@psc.gov.za	

³ Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended

Fax	086 726 1681	0800 204 965
Website	www.thehotline.co.za	www.publicservicecorruptionhotline.org.za
Post	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
Walk-in	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6 th Floor 94 Pritchard Street Johannesburg

- 8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:
 - a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
 - b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
 - c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

- 9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.
- 9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.

- 9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub–contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:
- 9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or
- 9.9.2 It has not been convicted by a court of law for theft or extortion; and/or
- 9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

10. SANCTIONS FOR VIOLATION

- 10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.
- 10.2 The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).
- 10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:
 - To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
 - To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
 - To recover all sums already paid by the Gauteng Provincial Government.
 - To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
 - To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

11. CONFLICT OF INTEREST

11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest

which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.

11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

12. LEGAL ACTIONS

12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13. VALIDITY

- 13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).
- 13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER		
Signature of the CEO		
Full name of the CEO		
Tender number		
Date		



TERMS OF REFERENCE

THE APPOINTMENT OF SERVICE PROVIDER(S) TO CONDUCT 5 RESEARCH PROJECTS
OUTLINED IN THESE TORS FOR THE DEPARTMENT OF HUMAN SETTLEMENTS OVER A
PERIOD OF 3 MONTHS

1. PURPOSE

The purpose of commissioning these five research reports is to provide the Gauteng Department of Human Settlements with critical, evidence-based findings on key housing and human settlement issues. These research studies will serve as the foundation for the development, promotion, and review of responsive and innovative provincial policies, strategies, and frameworks. Ultimately, these studies will ensure that the Department's strategic planning and program implementation are directly aligned with the identified needs of communities, foster intergovernmental collaboration, and contribute to the creation of sustainable and equitable human settlements in Gauteng.

2. BACKGROUND

The Gauteng Department of Human Settlements is responsible for building integrated, sustainable human settlements by facilitating housing development, upgrading informal settlements, and transforming hostels into safe, habitable family units. The Needs Research and Policy Development unit within the Gauteng Department of Human Settlements plays a crucial role in shaping the province's approach to housing and sustainable communities. Its primary functions include developing and reviewing human settlements policies and legislation, conducting research to identify housing needs, and exploring innovative solutions to address these needs. The unit is also responsible for strategic planning, ensuring that housing delivery plans are aligned with broader developmental goals like Integrated Development Plans (IDPs), and monitoring the performance of housing programs. Furthermore, it manages housing information systems and investigates new technologies to improve the delivery and sustainability of human settlements in Gauteng.

It advocates the promotion of national, provincial, intergovernmental, and international collaboration on research that is relevant to strategic goals of the Gauteng Department of Human Settlements. It is also the function of the Directorate to develop, promote and review provincial policies, frameworks and strategies that are based on findings of conducted research reports. Then, therefore it is fundamental for the department to conduct these five research reports to develop conducive provincial policies and strategies based on the research findings. The subsequent five study subjects will be developed by a designated service provider.

3. VISION STATEMENT

Integrated sustainable Human Settlements within a Smart Gauteng City Region

4. MISSION

To lead and direct the delivery of Human Settlements across Gauteng, and the restoration of human dignity through:

- Functional and integrated management and governance of the Department.
- The development and implementation of responsive research-based policies, legislation and strategic frameworks that enable the speedy, effective and efficient delivery of human settlements.
- Facilitating the development of spatially just, efficient, equitable, sustainable and transformed human settlements.
- Implementing an efficient and effective Beneficiary Administration and Title Deeds
- Programme that provides social justice through security of tenure and asset value for homeowners; and
- Effective, efficient and compliant management of the Department's housing stock/property assets.

5. SCOPE OF WORK

The Gauteng Department of Human Settlements (GDHS) formally invites qualified and reputable bidders to present proposals to conduct research according to the specified terms of reference.

In collaboration with the Department's Policy and Research Unit, the service providers will be accountable for the following services:

5.1. RESEARCH TITLE 1: EVALUATING THE EFFECTIVENESS OF MEGA PROJECT DELIVERY ON SPATIAL TRANSFORMATION IN GAUTENG CITY REGION-

1. Introduction and Background

South Africa's urban landscape is marked by spatial inequalities stemming from its apartheid history. The democratic government has since embarked on various initiatives aimed at spatial transformation to foster inclusive and sustainable urban development. Mega projects, large-scale infrastructure and development initiatives, are considered key instruments in achieving this transformation, particularly within rapidly urbanizing regions like the Gauteng City Region (GCR). Gauteng, as the economic hub of South Africa, faces significant challenges related to population growth, infrastructure development, and spatial integration. This research seeks to evaluate the effectiveness of mega project delivery in contributing to spatial transformation within the GCR.

2. Research Problem Statement

Despite significant investments in mega projects within the Gauteng City Region, the extent to which these projects effectively contribute to broader spatial transformation goals remains underexplored. There is a need to critically assess whether these projects are indeed addressing historical spatial inequalities, promoting integrated urban development, and enhancing access to opportunities for all residents. Understanding the effectiveness of mega project delivery is crucial for informing future urban planning and policy decisions in the region.

3. Research Questions

This research aims to answer the following key questions:

- How have mega projects in the Gauteng City Region been conceptualized and implemented in relation to spatial transformation objectives?
- What are the intended and unintended impacts of mega projects on spatial patterns, socioeconomic integration, and access to services and opportunities within the GCR?
- To what extent have mega projects contributed to addressing historical spatial inequalities and promoting a more equitable distribution of resources and opportunities in the GCR?
- What are the key challenges and enabling factors that influence the effectiveness of mega project delivery in achieving spatial transformation in the GCR?
- What lessons can be learned from past and ongoing mega projects to inform future strategies for spatial transformation in the Gauteng City Region and other similar urban contexts?

4. Research Objectives

The main objectives of this research are to:

- Analyse the policy context and strategic frameworks guiding mega project delivery and spatial transformation in the Gauteng City Region.
- Assess the spatial, social, and economic impacts of selected mega projects within the GCR.
- Evaluate the contribution of mega projects to the achievement of spatial transformation goals,
 such as integrated development, reduced inequalities, and improved accessibility.
- Identify the key factors that facilitate or hinder the effectiveness of mega project delivery in promoting spatial transformation.
- Develop recommendations for enhancing the contribution of mega projects to spatial transformation in the Gauteng City Region.

5. Literature Review (brief Overview)

This research will engage with existing academic literature on spatial transformation in South Africa, focusing on the historical context of spatial inequalities and the ongoing efforts to address them (Spatial Considerations in the Development of Urban Policy In South Africa: A Research Paper as Input into the Preparation of the Spatial Transformation - The Gauteng City-Region Observatory). It will also review literature on mega projects, their impacts on urban development (Gauteng plans Mega Projects to house people - Brand South Africa, Smart Cities and Infrastructure Development: A Case Study of the Gauteng City Region in South Africa - CORP), and case studies of similar projects in other urban regions. Furthermore, relevant policy documents, such as the National Development Plan and the Gauteng Spatial Development Framework (SPATIAL DEVELOPMENT FRAMEWORK 2040 (2024) - City of Johannesburg), will be analysed to understand the policy context.

6. Methodology

This research will adopt a mixed-methods approach, combining qualitative and quantitative data collection and analysis techniques.

Case Studies: A selection of key mega projects within the Gauteng City Region will be chosen as case studies for in-depth analysis. These case studies will be selected based on their scale, objectives, and potential impact on spatial transformation. Examples may include large-scale housing developments, transportation infrastructure projects, or mixed-use urban regeneration initiatives.

Document Analysis: Policy documents, project reports, planning documents, and academic publications related to spatial transformation and mega projects in Gauteng will be analysed to understand the policy context, project objectives, and intended outcomes.

Semi-structured Interviews: Interviews will be conducted with key stakeholders involved in the planning, implementation, and management of mega projects, as well as with residents and

community members affected by these projects. Interviewees may include government officials, project managers, urban planners, academics, and community leaders.

Spatial Data Analysis: Where applicable, spatial data, such as land use data, census data, and infrastructure maps, will be analysed to assess the spatial impacts of mega projects on urban form, accessibility, and socio-economic patterns.

Qualitative data from interviews and document analysis will be analysed using thematic analysis to identify key themes, challenges, and enabling factors. Quantitative data, including spatial data, will be analysed using descriptive statistics and spatial analysis techniques to assess the scale and distribution of impacts.

7. Expected Outcomes and Significance

This research is expected to provide valuable insights into the effectiveness of mega project delivery in achieving spatial transformation in the Gauteng City Region. The findings will contribute to a better understanding of the impacts of these projects on urban development, social equity, and access to opportunities. The research will also identify key challenges and lessons learned, which can inform future policy and planning decisions related to mega project delivery and spatial transformation in Gauteng and other similar urban contexts in South Africa and beyond. Ultimately, this research aims to contribute to the development of more effective strategies for creating inclusive, sustainable, and equitable cities through well-planned and impactful mega projects.

8. **Project Timeline**

The research will be done concurrently and will be achieved within 2025/2026 financial year (three months)

The Study will take a period of 3 months to be concluded

5.2. RESEARCH TITLE 2: THE NEXUS BETWEEN TOWNSHIP PROCLAMATION AND TITLE DEED ISSUANCE BACKLOGS: A CASE STUDY OF THE GAUTENG CITY REGION.

1. Introduction and Background

Secure tenure through the ownership of property, evidenced by a title deed, is fundamental for socio-economic development, individual empowerment, and social stability. In South Africa, particularly within the rapidly urbanizing Gauteng City Region (GCR), the provision of housing and the subsequent issuance of title deeds remain critical priorities. However, significant backlogs in title deed issuance persist, hindering the realization of these benefits for many residents.

The process of establishing formal townships, known as township proclamation, is a crucial precursor to the individual transfer of property rights and the issuance of title deeds. This process involves intricate legal and administrative procedures, including land surveying, infrastructure planning, environmental assessments, and approvals from various government departments. It is hypothesized that inefficiencies or complexities within these township proclamation processes may significantly contribute to the observed title deed issuance backlogs within the GCR. Understanding this relationship is essential for developing effective strategies to expedite the delivery of title deeds and enhance security of tenure for residents.

2. Research Problem Statement

The Gauteng City Region faces a substantial backlog in the issuance of title deeds, leaving a significant number of residents without formal ownership of their properties. While various factors may contribute to this issue, the role of township proclamation processes in either facilitating or impeding the timely issuance of title deeds remains underexplored. This research seeks to investigate the specific ways in which the processes involved in township proclamation impact the accumulation and persistence of title deed issuance backlogs within the GCR. Identifying the key bottlenecks and challenges within the proclamation process is crucial for informing policy interventions and administrative reforms aimed at reducing these backlogs.

3. Research Questions

This research aims to answer the following key questions:

- > What are the key stages and regulatory requirements involved in the township proclamation process within the Gauteng City Region?
- ➤ How do specific aspects of the township proclamation process (e.g., planning approvals, surveying, infrastructure provision) contribute to delays in the subsequent issuance of title deeds?
- What are the perceptions of relevant stakeholders (e.g., government officials, developers, beneficiaries) regarding the impact of township proclamation processes on title deed backlogs?
- Are there variations in the relationship between township proclamation and title deed backlogs across different municipalities or types of housing developments within the GCR?

What policy or administrative interventions could be implemented to streamline township proclamation processes and thereby reduce title deed issuance backlogs in the Gauteng City Region?

4. Research Objectives

The primary objectives of this research are to:

- Map and analyse the current township proclamation processes and associated timelines within the Gauteng City Region.
- Identify the specific points of intersection and potential bottlenecks between township proclamation processes and title deed issuance procedures.
- Assess the impact of these bottlenecks on the accumulation of title deed issuance backlogs.
- Explore the experiences and perspectives of key stakeholders involved in both township proclamation and title deed issuance.
- Develop evidence-based recommendations for policy and administrative reforms to improve the efficiency of township proclamation and accelerate the issuance of title deeds in the GCR.

5. Literature Review (Initial Scope)

The literature review for this research will draw upon several key areas, including:

Housing Policy and Land Administration in South Africa: Examining the legal and policy frameworks governing land tenure, housing provision, and title deed registration.

Urban Planning and Township Development: Exploring the processes and challenges associated with township establishment and urban development in South African cities.

Public Administration and Service Delivery: Analysing the efficiency and effectiveness of government processes related to land and housing.

Property Rights and Security of Tenure: Investigating the importance of title deeds for individual and societal well-being.

Case Studies of Title Deed Backlogs: Reviewing existing research on the causes and consequences of title deed backlogs in South Africa and other developing countries.

6. Research Methodology

This research will adopt a mixed-methods approach, combining qualitative and quantitative data collection and analysis techniques to provide a comprehensive understanding of the research problem.

Qualitative Data Collection

Semi-structured interviews: Conducted with key informants from relevant government departments (e.g., Department of Human Settlements, municipalities, Deeds Office), property developers, and community representatives in the Gauteng City Region. These interviews will explore their experiences, perspectives, and insights regarding the relationship between township proclamation and title deed backlogs.

Document analysis: Review of relevant policy documents, legislation, administrative procedures, and reports related to township proclamation and title deed issuance in the GCR.

Quantitative Data Collection

Analysis of administrative data: Obtain and analyse data from relevant government departments on the timelines of township proclamation processes and title deed issuance across different municipalities and housing developments within the GCR. This will help to identify trends and patterns in the relationship between the two processes.

Surveys (potentially): Depending on the availability of resources and the insights gained from the initial qualitative phase, surveys may be conducted with beneficiaries of housing projects to understand their experiences with the title deed issuance process and any perceived links to township establishment.

Data Analysis

Qualitative data: Interview transcripts and documents will be analysed using thematic analysis to identify key themes, patterns, and perspectives related to the research questions.

Quantitative data: Statistical analysis will be used to examine the relationship between the duration of township proclamation processes and the time taken for title deed issuance, controlling for other relevant factors.

7. Significance of the Study

This research is significant for several reasons:

Informing Policy and Practice: The findings will provide valuable insights for policymakers and government officials in the Gauteng City Region and nationally to develop evidence-based strategies for reducing title deed issuance backlogs.

Improving Service Delivery: By identifying bottlenecks in the township proclamation process, the research can contribute to the streamlining of administrative procedures and the enhancement of service delivery in the housing sector.

Empowering Communities: Reducing title deed backlogs will contribute to greater security of tenure, enabling residents to leverage their property for economic and social advancement.

Contributing to Academic Knowledge: The research will contribute to the body of knowledge on land administration, urban development, and housing policy in South Africa and other developing contexts.

8. Timeline (Preliminary)

The research will be done concurrently and will be achieved within 2025/2026 financial year (three months)

The Study will take a period of 3 months to be concluded

5.3. RESEARCH TITLE 3: THE IMPACT OF 4IR TECHNOLOGIES ON THE BUILT ENVIRONMENT: BIM, BLOCKCHAIN, AND UAVS IN CONSTRUCTION.

1. Introduction and Background

The Fourth Industrial Revolution (4IR) is rapidly transforming industries worldwide, and the built environment is no exception. This research proposal focuses on examining the impact of three key 4IR technologies – Building Information Modelling (BIM), Blockchain in Construction, and Unmanned Aerial Vehicles (UAVs) – on the construction sector within the built environment. These technologies offer significant potential to revolutionize traditional practices, enhance efficiency, improve collaboration, and foster greater transparency across the project lifecycle. This research aims to comprehensively investigate the multifaceted impact of these technologies on the built environment, particularly within the context of the South African construction industry, where modernization and enhanced productivity are crucial for economic growth and infrastructure development.

2. Research Problem Statement

Despite the recognized potential of Building Information Modelling (BIM), Blockchain in Construction, and Unmanned Aerial Vehicles (UAVs) to revolutionize the built environment, there is a significant gap in understanding their actual, realized impact on the South African construction industry. This lack of empirical evidence regarding the benefits, challenges, and potential synergies of these 4IR technologies hinders informed decision-making by stakeholders, potentially leading to slow adoption and missed opportunities for improved efficiency, transparency, and sustainability within the sector. Consequently, research is needed to investigate and quantify the concrete impact of these technologies in the South African context to guide effective implementation strategies and maximize their transformative potential for the built environment.

3. Literature Review (Brief Overview)

Extensive research exists on the individual applications and benefits of BIM, Blockchain, and UAVs in construction. BIM has been widely recognized for its ability to improve design accuracy, reduce rework, and enhance communication among project stakeholders. Blockchain technology is being explored for its potential to create secure and transparent records, streamline transactions, and improve supply chain management in construction. UAVs are increasingly utilized for site surveying, progress monitoring, safety inspections, and generating high-resolution data for analysis. However, a holistic understanding of the combined impact of these technologies on the built environment, considering their interdependencies and synergistic effects, remains an area requiring further investigation, particularly within the South African context. This research seeks to contribute to this understanding by analyzing the overall impact of these 4IR technologies on various aspects of the construction process and the built environment as a whole.

4. Research Questions

This research aims to address the following key questions regarding the impact of BIM, Blockchain, and UAVs on the built environment in construction:

- > What is the overall impact of BIM adoption on project efficiency, cost-effectiveness, and sustainability within the South African construction industry?
- ➤ How is the implementation of Blockchain technology impacting transparency, trust, and security in construction contracts, payments, and supply chain management?
- > What is the impact of utilizing UAVs on site monitoring, data collection accuracy, safety, and project timelines in construction projects?
- What are the key synergies and interdependencies between BIM, Blockchain, and UAV technologies, and how do these contribute to a more integrated and efficient construction process?
- What are the challenges and opportunities associated with the widespread adoption of these 4IR technologies and their impact on the skills, workforce, and organizational structures within the South African construction sector?

5. Research Objectives

The primary objectives of this research are to:

- Evaluate the impact of BIM on key performance indicators such as project cost, schedule, quality, and environmental sustainability in South African construction projects.
- Analyse the impact of Blockchain technology on transparency, security, and efficiency in financial transactions and supply chain management within the construction industry.
- Assess the impact of UAV utilization on site surveying, progress monitoring, safety management, and data acquisition in construction projects.

- Investigate the combined and synergistic impact of integrating BIM, Blockchain, and UAV technologies on overall project delivery and the built environment.
- Identify the barriers and enablers influencing the adoption and impact of these 4IR technologies within the South African construction sector and propose strategies for maximizing their positive impact.

6. Research Methodology

This research will employ a mixed-methods approach, combining quantitative and qualitative research strategies to provide a comprehensive understanding of the impact of 4IR technologies on the built environment in construction.

Quantitative Data: Surveys will be distributed to a wide range of stakeholders in the South African construction industry, including clients, architects, engineers, contractors, subcontractors, and technology providers. The survey will collect data on the adoption levels, perceived impacts (both positive and negative), and challenges associated with BIM, Blockchain, and UAVs. Statistical analysis will be used to identify trends, correlations, and significant impacts.

Qualitative Data: In-depth interviews will be conducted with industry experts, early adopters, and key decision-makers to gather rich qualitative data on their experiences, perspectives, and insights regarding the impact of these technologies. Case studies of specific construction projects that have implemented one or more of these technologies will be analysed to provide real-world examples of their impact. Thematic analysis will be used to identify key themes and patterns in the qualitative data.

The integration of quantitative and qualitative findings will allow for a more robust and nuanced understanding of the impact of 4IR technologies on the built environment.

7. Expected Outcomes and Significance

This research is expected to provide valuable insights into the transformative impact of BIM, Blockchain, and UAV technologies on the South African built environment. The findings will:

Offer a comprehensive assessment of the impact of these 4IR technologies on various aspects of the construction process and the built environment.

Identify the key benefits and challenges associated with their adoption and implementation within the South African context.

Provide empirical evidence and case studies illustrating the real-world impact of these technologies on project outcomes.

Contribute to the body of knowledge on the application of 4IR technologies in the construction sector, particularly in a developing economy.

Inform policy decisions, industry strategies, and educational initiatives aimed at promoting the effective adoption and maximizing the positive impact of these technologies on the South African built environment.

8. Project Timeline

The research will be done concurrently and will be achieved within 2025/2026 financial year (three months)

The Study will take a period of 3 months to be concluded

5.4. RESEARCH TITLE 4: THE EXPROPRIATION ACT AND ITS IMPACT ON HUMAN SETTLEMENTS OPPORTUNITIES IN GAUTENG'S CENTRAL BUSINESS DISTRICT REVITALIZATION AND HOUSING DELIVERY.

1. Introduction and Background

Gauteng, South Africa's economic heartland, faces significant challenges related to rapid urbanization, spatial inequality, and housing shortages. Its Central Business Districts (CBDs), such as Johannesburg and Pretoria, which were historically centres of economic activity, have experienced decline, including urban decay, loss of investment, and social fragmentation. Revitalizing these CBDs is crucial for promoting economic growth, social inclusion, and sustainable urban development. A key aspect of this revitalization is addressing the housing deficit and creating integrated human settlements that provide access to affordable housing, economic opportunities, and social amenities.

The Expropriation Act (Act No. 19 of 1965 as amended and now replaced by the Expropriation Act No. 13 of 2024) empowers the state to acquire private property for public purposes or in the public interest, subject to just and equitable compensation. Recent debates and amendments to expropriation legislation in South Africa have brought this legal instrument to the forefront of land policy discussions. There is considerable interest, and some controversy, regarding the potential role of expropriation in facilitating land acquisition for urban regeneration and housing

development projects. This research seeks to examine the potential of the Expropriation Act to contribute to human settlements opportunities within Gauteng's CBD revitalization efforts.

2. Research Problem Statement

The potential of the Expropriation Act to facilitate human settlements opportunities, specifically housing delivery, within Gauteng's CBD revitalization efforts is not fully understood. While the Act presents a potential mechanism for acquiring land for development, its practical application, benefits, risks, and implications for various stakeholders remain unclear. There is a need for indepth research to analyse how the Expropriation Act can be effectively utilized to address housing shortages, promote social integration, and contribute to the sustainable revitalization of Gauteng's CBDs.

This research will investigate the complexities surrounding the use of expropriation for urban development, considering the legal, economic, and social dimensions.

3. Research Questions

This research project aims to answer the following key questions:

- ➤ How has the Expropriation Act been utilized in the past and present CBD revitalization initiatives in Gauteng? What are the key lessons learned from these experiences?
- What are the perceived opportunities and challenges associated with using the Expropriation Act to acquire land for housing development within Gauteng's CBDs, from the perspectives of different stakeholders?
- What are the potential impacts (both positive and negative) of the Expropriation Act on the pace, scale, and nature of housing delivery in Gauteng's CBDs?
- How do different stakeholders (e.g., government officials, property developers, landowners, community representatives, and potential residents) perceive the role of the Expropriation Act in facilitating human settlements in Gauteng's CBDs? What are their concerns and expectations?
- What policy and regulatory considerations need to be addressed to optimize the use of the Expropriation Act for human settlements opportunities in Gauteng's CBD revitalization, while safeguarding the rights of affected parties?

4. Research Objectives

This research project has the following objectives:

• To analyse the historical and current application of the Expropriation Act in Gauteng's CBD revitalization efforts, identifying key trends and challenges.

- To assess the perceived opportunities and potential benefits of utilizing the Expropriation Act to facilitate housing development in Gauteng's CBDs.
- Improve the potential challenges, risks, and negative impacts associated with using the Expropriation Act for housing delivery in these areas, including potential social and economic costs.
- To examine the perspectives and experiences of key stakeholders regarding the role of the Expropriation Act in creating human settlements opportunities in Gauteng's CBDs.
- To develop evidence-based policy recommendations for optimizing the use of the Expropriation Act to enhance housing delivery within Gauteng's CBD revitalization framework, while ensuring fairness, transparency, and accountability.

5. Literature Review (brief Overview)

This research will engage with a range of theoretical perspectives and existing research reports, articles and journals, including:

Urban Regeneration Theories: Examining theories of urban decline, renewal, and gentrification, including concepts such as brownfield redevelopment, transit-oriented development, and mixed-use development.

Land Economics and Property Rights: Analysing the economic principles governing land markets, property valuation, and the implications of land acquisition for economic efficiency and social equity. This will include a review of the concept of "just and equitable" compensation.

Housing Policy and Delivery: Reviewing South Africa's housing policies, including the Breaking New Ground (BNG) strategy, the National Housing Code, and other relevant frameworks, with a focus on strategies for affordable housing provision and inner-city housing development.

The Expropriation Act and its Legal Interpretation: A detailed analysis of the Expropriation Act (Act No. 19 of 1965 as amended, and Act No. 13 of 2024), its historical context, key provisions, and legal interpretations, including case law related to expropriation in South Africa.

Comparative Case Studies: Examining international and African case studies of expropriation for urban development or housing projects, to identify best practices, challenges, and lessons learned that are relevant to the South African context.

Key sources will include academic journals, government publications, legislation, policy documents, and reports from relevant organizations.

6. Research Methodology

This research will employ a mixed-methods approach, combining qualitative and quantitative research methods to provide a comprehensive understanding of the research problem.

Research Paradigm: This research will be guided by a pragmatic paradigm, which emphasizes the practical application of research findings to address real-world problems.

Research Design: The research design will incorporate the following elements:

Case Studies: In-depth case studies of selected CBD revitalization projects in Gauteng (e.g., specific areas within Johannesburg CBD and Pretoria CBD) where the Expropriation Act has been considered or implemented, or where housing delivery is a central component.

Semi-structured Interviews: Interviews with key stakeholders, including:

Government officials (national, provincial, and local) involved in housing, urban planning, and land administration. Property developers and investors involved in CBD revitalization projects. Legal experts specialize in property law and expropriation. Community representatives and housing activists. Potentially affected landowners.

Document Analysis: Review of relevant legislation (Expropriation Act, Municipal Integrated Development Plans (IDPs), housing policies), policy documents, court decisions, and project reports.

Sampling Strategy:

Purposive Sampling: Key informants for interviews will be selected based on their expertise and involvement in CBD revitalization, housing development, and land policy.

Snowball Sampling: Initial interviewees may suggest other relevant participants.

Data Collection Methods:

Document Analysis: Examination of legal documents, policy papers, and project reports to understand the legislative framework and practical application of the Expropriation Act.

Semi-structured Interviews: In-depth interviews to gather qualitative data on stakeholder perspectives, experiences, and concerns related to expropriation and housing delivery. Interview guides will be developed to ensure consistency and focus.

Data Analysis:

Qualitative Data Analysis: Interview data will be analysed using thematic analysis to identify key themes, patterns, and narratives related to the research questions.

Quantitative Data Analysis: If surveys or other quantitative data collection methods are employed, appropriate statistical techniques (e.g., descriptive statistics, inferential statistics) will be used to analyse the data.

Ethical Considerations: The research will adhere to the highest ethical standards. Informed consent will be obtained from all participants, and their anonymity and confidentiality will be protected. The research protocol will be submitted for ethical clearance to the relevant institutional review board.

7. Expected Outcomes and Contribution to Knowledge

This research is expected to produce the following outcomes:

A comprehensive analysis of the opportunities and challenges associated with using the Expropriation Act to facilitate housing delivery in Gauteng's CBDs.

A detailed understanding of stakeholder perspectives on the role of expropriation in urban revitalization and housing provision.

Identification of best practices and potential pitfalls in applying the Expropriation Act in the context of CBD revitalization.

Evidence-based policy recommendations for optimizing the use of the Expropriation Act to promote integrated human settlements and address housing shortages in Gauteng's CBDs.

The research will contribute to the body of knowledge on urban development, land policy, and housing in South Africa. It will provide valuable insights for policymakers, urban planners, developers, and community organizations involved in CBD revitalization and housing delivery. The findings will inform policy debates, promote more effective and equitable land management practices, and contribute to the creation of sustainable and inclusive urban environments.

8. Project Timeline

The research will be done concurrently and will be achieved within 2025/2026 financial year (three months)

The Study will take a period of 3 months to be concluded

5.5. RESEARCH TITLE 5: THE IMPACT OF HUMAN SETTLEMENTS ON THE TOWNSHIP ECONOMY IN GAUTENG

1. Introduction and Background

Townships in Gauteng, South Africa, are historically significant urban spaces that continue to house a substantial portion of the province's population. Characterized by unique socio-economic dynamics, the township economy represents a vital, albeit often marginalized, sector of the broader Gauteng economy. This economy comprises a diverse range of informal and formal businesses, contributing to livelihoods and local development.

Human settlements, encompassing the planning, development, and management of housing and infrastructure, play a crucial role in shaping the economic landscape of these townships. The spatial organization, quality of infrastructure, access to services, and social fabric within human settlements can significantly influence the opportunities and constraints faced by township-based businesses and residents participating in the local economy.

Understanding the intricate relationship between human settlements and the township economy is essential for informed policy formulation and effective interventions aimed at fostering inclusive economic growth, reducing inequality, and improving the quality of life in these communities. This research proposes investigating the multifaceted impact of human settlements on the township economy in Gauteng.

2. Research Problem Statement

While there is growing recognition of the importance of the township economy in South Africa, the specific ways in which different types of human settlements impact this economy remain underexplored. Existing research often focuses on broader socioeconomic challenges within townships or specific aspects of the informal economy. There is a need for a comprehensive investigation into how the planning, development, and characteristics of human settlements – including factors like housing density, infrastructure provision (water, sanitation, electricity, internet connectivity), access to transport networks, proximity to economic opportunities, and the presence of social amenities – either facilitate or hinder the growth and sustainability of the township economy in Gauteng. This research aims to address this gap by providing empirical evidence and nuanced insights into this crucial relationship.

3. Research Questions

This research seeks to answer the following key questions:

How do different types and densities of human settlements in Gauteng influence the nature and scale of economic activities within townships?

- > What is the impact of infrastructure provision (e.g., water, sanitation, electricity, internet) within human settlements on the operational efficiency and growth potential of township-based businesses?
- > How does the spatial organization and accessibility of human settlements to transport networks and broader economic hubs affect the participation of township residents in the local and regional economies?
- What is the role of social infrastructure and amenities (e.g., schools, healthcare facilities, community centres) within human settlements in fostering an enabling environment for economic development in townships?
- > How do policies and regulations related to human settlements planning and development in Gauteng impact the formalization and growth of the township economy?
- What are the perceptions of township residents and business owners regarding the impact of their human settlement environment on their economic opportunities and challenges?

4. Research Objectives

The primary objectives of this research are to:

- To analyse the relationship between the characteristics of human settlements and the structure and performance of the township economy in selected areas of Gauteng.
- To assess the influence of infrastructure availability and quality within human settlements on the productivity and competitiveness of township enterprises.
- To examine the impact of spatial connectivity and access to transport on economic participation and opportunities for township residents.
- To evaluate the role of social infrastructure in creating a supportive ecosystem for economic activities within townships.
- To identify policy and regulatory factors related to human settlements that either enable or constrain the development of the township economy.

To gather qualitative data on the lived experiences and perspectives of township residents and business owners regarding the impact of their human settlement environment on their economic lives.

To develop recommendations for policy and practice aimed at optimizing the design and management of human settlements to foster a thriving township economy in Gauteng.

5. Literature Review (Brief Outline)

This research will draw upon existing literature in the fields of:

Urban Economics and Development: Theories of spatial economics, agglomeration economies, and the role of urban infrastructure in economic growth.

Township Economies in South Africa: Studies on the historical development, current state, challenges, and opportunities within township economies.

Human Settlements and Urban Planning: Research on the principles of sustainable human settlements, the impact of housing policies, and the role of infrastructure in urban development.

Poverty and Inequality Studies: Literature examining the socio-economic conditions within townships and the role of economic development in poverty reduction.

Informal Economy: Studies on nature, dynamics, and contribution of the informal sector within township economies.

Policy Analysis: Research on the impact of government policies and regulations on urban development and economic activity.

The literature review will critically analyse existing knowledge, identify gaps, and provide a theoretical framework for this research.

6. Research Methodology

This research will employ a mixed-methods approach, combining quantitative and qualitative data collection and analysis techniques to provide a comprehensive understanding of the research problem.

• Quantitative Phase:

Secondary Data Analysis: Utilizing existing statistical data from sources such as Statistics South Africa, municipal databases, and relevant government reports on population demographics, housing characteristics, infrastructure provision, and economic activity within selected townships in Gauteng.

Surveys: Administering structured questionnaires to a representative sample of households and businesses within selected townships to gather data on their socio-economic characteristics, access to infrastructure and services, business operations, and perceptions of the impact of their human settlement environment.

Spatial Analysis: Employing Geographic Information Systems (GIS) to analyse the spatial relationships between human settlement patterns, infrastructure networks, and economic activity within the selected townships.

• Qualitative Phase:

Semi-structured Interviews: Conducting in-depth interviews with key stakeholders, including township residents, business owners, community leaders, local government officials, and urban planning experts, to gather rich qualitative data on their experiences, perspectives, and insights regarding the impact of human settlements on the township economy.

Focus Group Discussions: Facilitating focus group discussions with residents and business owners to explore their collective experiences and perceptions in a more interactive setting.

Case Studies: Selecting a diverse range of townships in Gauteng with varying types and characteristics of human settlements to conduct in-depth case studies, allowing for a more nuanced understanding of the specific contextual factors at play.

Data Analysis:

Quantitative data will be analysed using statistical software (e.g., SPSS, Stata) to identify patterns, correlations, and statistically significant relationships between variables.

Qualitative data will be analysed using thematic analysis to identify key themes, patterns, and insights emerging from the interviews and focus group discussions.

The findings from both quantitative and qualitative data will be triangulated to provide a more robust and comprehensive understanding of the research problem.

7. Expected Outcomes and Contribution

This research is expected to yield the following outcomes:

A comprehensive understanding of the multifaceted impact of human settlements on the township economy in Gauteng.

Empirical evidence on the specific ways in which different characteristics of human settlements influence economic activities and opportunities within townships.

Identification of key policy and regulatory constraints and opportunities related to human settlements and their impact on the township economy.

Insights into the perceptions and experiences of township residents and business owners regarding the link between their living environment and their economic wellbeing.

Evidence-based recommendations for policy interventions and urban planning strategies aimed at fostering a more vibrant and inclusive township economy through improved human settlement planning and development.

Contribution to the existing body of knowledge on urban development, township economies, and the interplay between human settlements and economic growth in the South African context.

8. Project Timeline

The research will be done concurrently and will be achieved within 2025/2026 financial year (three months)

The Study will take a period of 3 months to be concluded

6. EVALUATION METHODOLOGY

The evaluation of bids will be done in terms of the Public Finance Management Act (PFMA), the

GDHS Supply Chain Policy (SCM Policy for Infrastructure Procurement and Delivery Management)

and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential

Procurement Regulations, 2022.

The evaluation of bids will be done in three stages as follows: Administrative Compliance,

Mandatory Compliance, Functionality Evaluation and Price and Preference Points

System. During these stages, bids that do not meet the Mandatory Compliance requirements

will be disqualified and will not be considered for further evaluation on Functionality. Bids that do

not meet the minimum threshold during the Functionality Evaluation will be disqualified and will

not be considered for further evaluation (Preference Point System (Price and Specific Goals)

evaluation).

Stage 1A: Administrative Compliance

Stage 1B: Mandatory Compliance

Stage 2: Functionality Evaluation

Stage 3: Preference Point System (Price and Specific Goals) evaluation

6.1. Stage 1A: Administrative Compliance

Administrative compliance comprises of checking if bidders have complied with the requirements

as listed below: Non-compliance will not result in the bidder being disqualified.

Duly Complete, sign and submit (Standard Bidding Documents) SBD documents:

SBD 1 – Invitation to bid.

SBD 6.1 – Preference Points Claim Form.

Valid SARS Tax compliance status TCS pin

Proof of registration with Central Supplier Database

Company CIPC registration documents

Company profile

Certified copies of IDs for Member/Directors

Valid B-BBEE Certificate or valid Sworn Affidavit.

NOTES:

- o Bidders qualifying as Exempted Micro Enterprise (EME) or Qualifying Small Enterprises (QSE) can submit a valid Sworn Affidavit (DTIC) or B-BBEE Certificate issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the DTIC, which serves as an Affidavit
 - Sworn Affidavits must be signed and dated by the Deponent and attested to by a Commissioner of Oaths, in line with the Justices of the Peace and Commissioners of Oaths Act of 1963 and prescribed by the B-BBEE Codes of Good Practice
 - Sworn Affidavit must be signed by a Commissioner of Oath on the same date as the Deponent.
- Only valid B-BBEE Status Level Verification Certificates, issued by agencies accredited by SANAS will be accepted.
- In case of a Consortium/ Joint Venture (JV), bidders must submit a valid consolidated B-BBEE
 Status Level Verification Certificate, issued by an agency accredited by SANAS will be accepted.
- All Consortium/JV proposals must include the individual companies / individual parties' information for the above documents.
- The Department will not accept any copy of a certified copy, all certified copies should have the original stamp of certification and the date must not be older than six months from the closing date of the tender.
- All certificates and/or sworn affidavits, certified as a "true copy of the original", must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act of 1963 and its Regulations (as promulgated in Government Notice GNR 1258 of 21 July 1972)

6.2. Stage 1B: Mandatory Compliance

Bidders must submit the following valid mandatory documents and **failure to comply with** these requirements will result in disqualification from further evaluation.

NOTE: It is not compulsory to bid for all the categories. It is up to the bidder to decide on which categories to bid for. Complete the table below by ticking the applicable box and attach it to your submission to indicate which categories you will be bidding for. If the bidder(s) did not tick any of the categories, they will be automatically disqualified.

Category	Service Description	Bidding	Not bidding
Category A: (Research 1)	Evaluating the Effectiveness of Mega Project Delivery on Spatial Transformation in Gauteng City Region		
Category B: (Research 2)	The Nexus Between Township Proclamation and Title Deed Issuance Backlogs: A Case Study of the Gauteng City Region.		
Category C: (Research 3)	The Impact of 4IR Technologies on the Built Environment: BIM, Blockchain, and UAVs in Construction.		
Category D: (Research 4)	The Expropriation Act and Its Impact on Human Settlements Opportunities in Gauteng's Central Business District Revitalization and Housing Delivery.		
Category E: (Research 5)	The Impact of Human Settlements on the Township Economy in Gauteng.		

- Fully completed Bid Price (SBD3.3) and signed. Note that the total bid price must be aligned
 with the detailed project cost. Project costing should be in line with the project scope and any
 other related costs associated with undertaking the project. Bidders must provide the
 detailed project cost per research project/category they are bidding for.
- Fully completed and signed SBD 4 (Bidder's Disclosure form) In case of a Joint Venture (JV), consortium or partnership, each participating entity must submit their individually signed SBD4 forms
- In a case where bids are submitted as a Joint Venture (JV), consortium or partnership, a joint venture (JV), consortium or partnership agreement signed by all parties to the agreement (where bidders submit proposals as such). The agreement must clearly identify the lead partner and specify the proposed revenue split among the parties.
- Bidders must demonstrate the availability of key personnel as outlined in Table 1.
 - i. Each resource must meet the minimum qualifications and experience requirements specified
 - ii. In cases where bidders are bidding for more than one category, Bidders are not allowed to duplicate a resource or research team members across topics. Each research topic must have its own dedicated team. Resource duplication across categories is not permitted.

Table: 1 (Key Resources Requirements)

CATEGORIES	ey Resources Requir	Documents Required		
CATEGORIES	KEY RESOURCE	MINIMUM QUALIFICATION	MINIMUM EXPERIENCE	_
		Q 01122120112011		
Research Topic A: Evaluating the Effectiveness of Mega Project Delivery on Spatial Transformation in Gauteng City Region	Researcher(s) (Minimum of 1 Researcher)	NQF level 9 or higher. Possession of at least a master's degree in any of the following areas: Built Environment/Urban and Regional Planning/ Development Planning/ Engineering Studies/ Construction Studies/ Economics Management Sciences/ Development Studies.	Institution or Publisher	or more years of experience post qualification as a researcher(s) in both private and/or public sector. Certified copies of qualifications not older than 6 months from the date of bid closure. Minimum of two research papers approved by recognised institutions of higher learning or
	2. Data Collector(s) (Minimum of 4 data collectors)	Matric Certificate	 No experience required 	 Curriculum Vitae for each of the 4 data collectors Certified Matric Certificate for each Data Collector not older than 6 months from the date of bid closure. Certified ID Copies of each data collector not older than 6 months from the date of bid closure. NB: Foreign Qualifications to be accompanied by SAQA verification Certificate

CATEGORIES		MINIMUM	MINIMUM	Documents Required
	KEY RESOURCE	QUALIFICATION		The second secon
	3. Data Analysts (Minimum of 2 data analysts)	NQF level 7 in Humanities or Social Sciences Studies with a research module	Minimum 2 years' experience post qualification in any research data analysis	 Curriculum Vitae for each of the 2 Data Analysts. Each of the data analyst must have a Minimum 2 years' experience post qualification in any research data analysis Certified copies of qualifications for each Data Analyst not older than 6 months from the date of bid closure. NQF Level 7 Academic Transcript/Academic Transcript/Academic Record and Research report approved by the relevant institution for each of the Data Analysts. NB: Foreign Qualifications to be accompanied by SAQA
Research Topic B: The Nexus Between Township Proclamation and Title Deed Issuance Backlogs: A Case Study of the Gauteng City Region.	1. Researchers (Minimum of 1 Researcher)	NQF level 9 or higher Possession of at least a master's degree in Built Environment/ Urban/Town and Regional Planning/ Development Planning/ Engineering Studies/ Development Studies	 3 years' experience post qualification in conducting research studies in both private and public sector. Minimum of two research papers approved by recognised institutions of higher learning or independently published. Reflecting in the letterhead of the 	recognised

CATEGORIES	KEY RESOURCE	MINIMUM QUALIFICATION	MINIMUM EXPERIENCE	
			Institution or Publisher	NB: Foreign Qualifications to be accompanied by SAQA verification Certificate
	2. Data Collectors (Minimum of 4 data collectors)	Matric Certificate	No experience required	 Curriculum Vitae for each of the 4 Data Collectors Certified Matric Certificate for each Data Collector not older than 6 months from the date of bid closure. Certified ID Copies of each Data Collector not older than 6 months from the date of bid closure.
	3. Data Analysts	NQF level 7 in Humanities or Social Sciences Studies with a research module	Minimum 2 years' experience post qualification in any research data analysis	Qualifications to be accompanied by SAQA verification Certificate Curriculum Vitae for each of the 2 data analysts. Each of the data analyst must have a Minimum 2 years' experience post qualification in any research data analysis Certified copies of qualifications for each Data Analyst not older than 6 months from the date of bid

CATEGORIES	KEY RESOURCE	MINIMUM QUALIFICATION	MINIMUM EXPERIENCE	Documents Required
		NQF Level 7 in Legal Studies	• 3 years' experience post qualification as conveyancer	NB: Foreign Qualifications to be accompanied by SAQA verification Certificate • Curriculum Vitae with 3 years' experience post qualification as conveyancer • Certified copies of qualifications not older than 6 months from the date of bid closure. • Certified copy of a valid and active Professional Registration — Admission as Conveyancer and Attorney in the High Court of South Africa not older than 6 months from the date of bid closure. • Proof of Registration with Legal Practice Council as a Conveyancer and Attorney
				NB: Foreign Qualifications to be accompanied by SAQA verification Certificate
	(Minimum of 1 Land	NQF Level 7 industry related qualification	 5 years' experience post qualification as Land Surveyor 	 Curriculum Vitae indicating 5 years in the role (experience in the land surveying field in the delivery of infrastructure projects) Certified copies of qualifications of not older than 6 months from the date of bid closure. Certified copy of registration and in

CATEGORIES	KEY RESOURCE	MINIMUM QUALIFICATION	MINIMUM EXPERIENCE	Documents Required
Research Topic C: The Impact of 4IR Technologies on the Built Environment: BIM, Blockchain, and UAVs in Construction.	1. Researchers, (Minimum of 1 Researcher)	NQF level 9 or higher Possession of at least a master's degree in Built Environment/ Engineering Studies/ Construction Studies/ Development Studies/Artificial Intelligence, Finance, Data Analysis	 3 years' experience post qualification in conducting research studies in both private and public sector. Minimum of two research papers approved by recognised institutions of higher learning or independently published. Reflecting in the letterhead of the Institution or Publisher 	published. Reflecting in the letterhead of the Institution or Publisher
	2. Data Collectors (Minimum of 4 data collectors)	Matric Certificate	 No experience required 	 Curriculum Vitae for each of the 4 data collectors Certified Matric Certificate for each data Collector not older than 6 months from the date of bid closure. Certified ID Copies of each Data Collector not older than 6

CATEGORIES		MINIMUM	MINIMUM	Documents Required
	KEY RESOURCE	QUALIFICATION	EXPERIENCE	_
				months from the date of bid closure. NB: Foreign Qualifications to be accompanied by SAQA verification Certificate
	3. Data Analysts (Minimum of 2 data analysts)	NQF level 7 in Humanities or Social Sciences Studies with a research module	• Minimum 2 years' experience post qualification in any research data analysis	Transcript/Academic Record and Research report approved by the relevant institution for each of the Data Analysts.
				NB: Foreign Qualifications to be accompanied by SAQA verification Certificate
Research Topic D: The Expropriation Act and Its Impact on Human Settlements Opportunities in Gauteng's Central Business District Revitalization and Housing Delivery.	(Minimum of 1 Researcher)	NQF level 9 or higher Possession of at least a master's degree in Built Environment/Urban and Regional Planning/ Development Planning/ Engineering Studies/ Construction Studies/Legal studies/Political Science Studies/ Development Studies.	 3 years' experience post qualification in conducting research studies in both private and public sector. Minimum of two research papers approved by recognised institutions of higher 	 Curriculum Vitae indicating minimum 3 or more years of experience post qualification as a researcher(s) in both private and public sector Certified copies of qualifications of not older than 6 months from the date of bid closure. Minimum of two research papers approved by recognised institutions of higher

CATEGORIES	KEY RESOURCE	MINIMUM QUALIFICATION	MINIMUM EXPERIENCE	Documents Required
			learning or independently published. Reflecting in the letterhead of the Institution or Publisher	published. Reflecting in the letterhead of the Institution or Publisher NB: Foreign Qualifications to be
	2. Data Collectors (Minimum of 4 data collectors)	Matric Certificate		accompanied by SAQA verification Certificate Curriculum Vitae for each of the 4 data collectors Certified Matric Certificate for each Data Collector not older than 6 months from the date of bid closure. Certified ID Copies for each Data Collector not older than 6 months from the date of bid closure. MB: Foreign Qualifications to be accompanied by SAQA verification Certificate
		NQF level 7 in Humanities or Social Sciences Studies with a research module	 Minimum 2 years' experience post qualification in any research data analysis 	 Curriculum Vitae for each of the 2 data analysts. Each of the data analyst must have a Minimum 2 years' experience post qualification in any research data analysis Certified copies of qualifications for each Data Analyst of not older than 6 months from the date of bid closure. NQF Level 7 Academic Transcript/Academic Record and Research report approved by the relevant

CATEGORIES	KEY RESOURCE	MINIMUM QUALIFICATION	MINIMUM EXPERIENCE	Documents Required
Research Topic E: The Impact of Human Settlements on the Township Economy in Gauteng.	1 Researcher	NQF level 9 or higher Possession of at least a master's degree in Built Environment/Urban and Regional Planning/ Development Planning/ Construction Studies/ Economics Management Sciences/ Development Studies.	 3 years' experience post qualification in conducting research studies in both private and public sector. Minimum of two research papers approved by recognised institutions of higher learning or independently published. Reflecting in the letterhead of the Institution or 	higher learning or independently published. Reflecting in the letterhead of the Institution or Publisher.
			Publisher	NB: Foreign Qualifications to be accompanied by SAQA verification Certificate
	2. Data Collectors (Minimum of 4 data collectors)	Matric Certificate	No experience required	 Curriculum Vitae for each of the 4 data collectors. Certified Matric Certificate for each Data Collector not older than 6 months from the date of bid closure. Certified ID Copies of each Data Collector not older than 6 months from the date of bid closure.

CATEGORIES	KEY RESOURCE	MINIMUM QUALIFICATION	MINIMUM EXPERIENCE	Documents Required
				NB: Foreign Qualifications to be accompanied by SAQA verification Certificate
	3. Data Analysts (Minimum of 2 data analysts)	NQF level 7 in Humanities or Social Sciences Studies with a research module		 Curriculum Vitae for each of the 2 data analysts. Each of the data analyst must have a Minimum 2 years' experience post qualification in any research data analysis Certified copies of qualifications for each Data Analyst not older than 6 months from the date of bid closure. NQF Level 7 Academic Transcript/Academic Transcript/Academic Record and Research report approved by the relevant institution for each of the Data Analysts. NB: Foreign Qualifications to be accompanied by SAQA

NB: The department would not accept any copy of a certified copy; all certified copies should have the original stamp of certification, and the date must not be older than six months from the closing date of a tender.

NB: The department reserves the right to verify the authenticity of the information provided by the bidder

NB: Bidders who do not comply with the mandatory requirements criteria will be disqualified from further evaluation.

6.3. Stage 2: Functionality Evaluation Criteria

Bidders should be aware of the minimum required threshold score for each category, only bidders that meet the minimum required threshold will be considered, and any bidder who fails to meet the minimum requirement will be disqualified and not be considered. For further evaluation.

A total of **100 points** is allocated for this stage of evaluation. The **minimum threshold** for this part of the evaluation is **70 points** and any bidder who fails to meet the minimum requirement will be disqualified and not be considered for further evaluation.

The following criteria and the maximum weights of each criterion as indicated will be applicable:

CATEGORY A (Research title 1): Evaluating the Effectiveness of Mega Project Delivery on Spatial Transformation in Gauteng City Region

Category	Sı		Total Score
Bidders' Relevant Experience	•	Five (5) similar research projects = 40 points	40
Important notes to the bidder: The bidder(s) must have proven expertise in evaluating	•	Four (4) similar research projects = 30 points	
the spatial impacts of mega-projects, using advanced research skills like GIS and demonstrating a deep		TI (2) : 1	
understanding of urban planning and spatial justice. Furthermore, they must have a credible track record of similar work. Prospective bidder(s) must demonstrate a	=	Three (3) similar research projects = 20 points	
proven track record of successfully completing projects of a similar nature and scope. This experience may have been acquired through engagements with clients in either the public sector (government) or the private	•	Two (2) similar research projects = 15 points	
sector. The bid submission should include a detailed portfolio of this past work, complete with descriptions and contactable references, to substantiate the bidder's	•	One (1) similar research project = 10 points	
capability and experience in the required field.	•	Non submission or Appointment Letters/	
 Appointment and references must be aligned to similar works, which have been successfully concluded in the previous years . The Appointment Letter/ Contract / Purchase 	,	Contracts / Purchase Orders/MOU's and reference letters not meeting the requirements stated in the Category	
Order/MOU (Memorandum of Understanding) must be accompanied by corresponding references		column= 0 point	

(reference letters/ recommendation letters/ completion certificates/ notes of completion) both the corresponding documents must be signed, dated and must be on the official letterhead of the company for which the work was done in category A. The corresponding documents read together must clearly specify the date and/or the duration the scope of work was conducted.

- Bidders are required to provide details of previous work as contained in the Term of Reference.
- 4. In cases where a project was undertaken under a subcontracting arrangement, an Appointment Letter of a subcontractor or contract or Purchase Order accompanied by a corresponding reference letter from the main contractor is to be attached and is compulsory; otherwise, such an appointment letter as a subcontractor will not be considered.
- In a case where the contract has been extended, both the initial and the extension of contract should be provided.

Methodology and approach:

A detailed methodology that shows how the work is to be done efficiently and effectively. The bid submission must include a clear and detailed methodology that presents well-defined activities that will be scheduled and have scheduled completion dates with relevant outputs. These activities and related outputs must be fully aligned to the scope of work and the expected outputs / deliverables as outlined in the terms of reference above . The proposed methodology is structured in four distinct phases: Inception and Scoping, Data Collection and Baseline Analysis, Impact Evaluation and Synthesis, and Final Reporting and Recommendations. Each phase concludes with specific deliverables designed to ensure alignment with the project's scope and provide opportunities for client feedback.

These deliverables are as follow:

1. Inception Report and Scoping

- This foundational document define the project's scope, timeline, and strategic approach, with a clear and roadmap from start to finish
- 2. Data Collection Methods and Baseline Analysis

 Methodology and approach with 4 deliverables =20 points

- Methodology and approach with 3 deliverables=15 points
- Methodology and approach with 2 deliverables=10 points
- Methodology and approach with 1 deliverable=5 points
- Methodology and approach with no deliverables=0 points

 This report grounds the study in existing knowledge by analysing relevant academic research and the specific governance and policy landscape of the Gauteng City Region. Thus, the data collection methods that will be used and the sources to be used

3. Impact Evaluation and Synthesis,

 This deliverable involves compiling all required spatial and statistical data into a robust, centralized database for analysis and documenting the sources and methods used.

4. Final Reporting and Recommendations

 A forward-looking document that translates the evaluation findings into actionable recommendations. It will propose specific, evidence-based policy adjustments, planning interventions, or mitigation strategies for the client to enhance positive impacts and address negative ones.

Detailed project implementation plan

must demonstrate comprehensive Bidder(s) a implementation project plan, which is a mandatory submission for all bidders. This plan needs to meticulously detail the bidder's proposed methodology for executing the research project, from inception to completion. It should clearly articulate the various phases, tasks, timelines, resources, deliverables involved, providing a transparent roadmap of how the bidder intends to successfully conduct the research.

NB: A detailed project implementation plan is a comprehensive document that serves as the master guide for executing, monitoring, and closing a project. • It translates the project's goals into an actionable roadmap, defining not just what needs to be done, but also how, when, by whom, and with what resources. The following are crucial interconnected components for detailed project implementation plan:

1. Executive Summary.

 A brief, high-level overview of the entire project which summarises the project's purpose, main Detailed project implementation plan with 10 components=40 points

Detailed project implementation plan with 7 - 9 components=30 points

Detailed project implementation plan with 5 – 6 components=20 points

Detailed project implementation plan with 3-4 components=10 points

Detailed project implementation plan with 2 components=05 points

objectives, timeline, budget, and expected outcomes

2. Goals and Objectives

- This section clearly defines the project's purpose.
- 3. Scope Statement.
- This is a critical section that sets the project's boundaries.
- 4. Work Breakdown Structure and Task List.
- This component breaks the major project deliverables down into smaller, more manageable work packages and tasks
- 5. Project Schedule and Timelines.
- This section puts the task list onto a calendar.
- 6. Resource Plan.
- This details all the resources needed to complete the project successfully.
- 7. Risk Management Plan.
- A proactive plan that identifies potential problems before they occur
- 8. Communication Plan.
- This outlines how, when, and to whom project information will be communicated.
- 9. Quality Management Plan.
- This section defines the quality standards for the project's deliverables and outlines the processes for review, testing, and approval to ensure those standards are met. For example, it would specify that a draft report must undergo internal peer review before being sent to the client.
- 10. Monitoring and Evaluation (M&E) Framework.
- This defines how project progress and success will be tracked

NB: A Gantt chart or road map to be included to outline the project implementation plan with clear activities and timelines

- Detailed projectimplementation plan with1 component=1 points
- Detailed project implementation plan with no project plan=0 points

MINIMUM THRESHOLD	70
TOTAL	100

CATEGORY B: The Nexus Between Township Proclamation and Title Deed Issuance Backlogs: A Case Study of the Gauteng City Region.

Category	Sub Criteria	Total Score
Bidders' Relevant Experience	• Five (5) similar research projects = 40 points	
Solving Gauteng's township proclamation and title deed backlogs requires bidder(s) with deep expertise in South African town planning, land use management (including informal settlement formalization), and	• Four (4) similar research projects = 30 points	
conveyancing processes. Crucially, they must demonstrate a strong track record in project managing complex land projects, understanding the specific challenges of the Gauteng City Region, and	• Three (3) similar research projects = 20 points	
engaging effectively with all relevant government and community stakeholders. Furthermore, they must have a credible track record of similar work and an in- depth knowledge of the specific policy and	projects = 15 points	
governance landscape of the Gauteng City Region. Prospective bidder(s) must demonstrate a proven track record of successfully completing projects of a	• One (1) similar research project = 10 points	
similar nature, scope. This experience may have been acquired through engagements with clients in either the public sector (government) or the private sector. The bid submission should include a detailed portfolio of this past work, complete with descriptions and contactable references, to substantiate the bidder's capability and experience in the required field.	Appointment Letters/ Contracts / Purchase Orders/MOU's and reference letters not meeting the requirements stated in the Category	
Appointment and references must be aligned to similar works, which have been successfully concluded in the previous years .		
2. The Appointment Letter/ Contract / Purchase Order/MOU (M) must be accompanied by corresponding references (reference letters / recommendation letters) both the corresponding documents must be signed, dated and must be on the official letterhead of the company for which the work was done in category B, as stipulated in		

- the scope of work. The corresponding documents read together must clearly specify the date and/or duration that the scope of work was conducted.
- 3. Bidders are required to provide details of previous work as contained in the Term of Reference.
- 4. In cases where a project was undertaken under a subcontracting arrangement, an Appointment Letter of a subcontractor or contract or Purchase Order accompanied by a corresponding reference letter from the main contractor is to be attached and is compulsory; otherwise, such an appointment letter as a subcontractor will not be considered.
- 5. Appointment and Completion Letters to have contactable references for verification purposes.

Panel Appointment Letters will not be accepted without accompanied Task Orders/Similar.

Methodology and approach:

A detailed methodology that shows how the work is to be done efficiently and effectively. The bid submission must include a clear and detailed methodology that presents well-defined activities that have scheduled completion dates with relevant outputs. These activities and related outputs must be fully aligned to the scope of work and the expected outputs / deliverables as outlined in the terms of reference. The proposed methodology is structured in four distinct phases: Inception and Scoping, Data Collection and Baseline Analysis, Impact Evaluation and Synthesis, and Final Reporting and Recommendations. Each phase concludes with • specific deliverables designed to ensure alignment with the project's scope and provide opportunities for client feedback. These deliverables are as follow:

1. Inception Report and Scoping

 This foundational document defines the project's final scope, timeline, and strategic approach, ensuring a clear and agreed-upon roadmap from the start.

2. Data Collection and Baseline Analysis

This report grounds the study in existing knowledge by analysing relevant academic research and the specific governance and policy landscape of the Gauteng City Region.

- Methodology and approach with 4 deliverables = 20 points
- Methodology and approach with 3 deliverables=15 points
- Methodology and approach with 2 deliverables=10 points
- Methodology and approach with 1 deliverable=5 points
- Methodology and approach with no deliverables=0 points

3. Impact Evaluation and Synthesis,

 This deliverable involves compiling all required spatial and statistical data into a robust, centralized database for analysis and documenting the sources and methods used.

4. Final Reporting and Recommendations

• A forward-looking document that translates the evaluation findings into actionable recommendations. It will propose specific, evidence-based policy adjustments, planning interventions, or mitigation strategies for the client to enhance positive impacts and address negative ones.

Detailed project plan

Bidder(s) must demonstrate a comprehensive implementation project plan, which is a mandatory submission for all bidders. This plan needs to meticulously detail the bidder's proposed • methodology for executing the research project, from inception to completion. It should clearly articulate the various phases, tasks, timelines, resources, and key deliverables involved, providing a transparent roadmap of how the bidder intends to successfully • conduct the research.

NB: A detailed project implementation plan is a comprehensive document that serves as the master guide for executing, monitoring, and closing a project. It translates the project's goals into an actionable roadmap, defining not just what needs to be done, but also how, when, by whom, and with what resources. The following are crucial interconnected components for detailed project implementation plan:

1. Executive Summary.

 A brief, high-level overview of the entire project which summarises the project's purpose, main objectives, timeline, budget, and expected outcomes

2. Goals and Objectives

This section clearly defines the project's purpose.

Detailed project 40 implementation plan with 10 components=40 points

Detailed project implementation plan with 7 - 9 components=30 points

- Detailed project implementation plan with 6components=20 points
- Detailed project implementation plan with 3 - 4 components=10 points
- Detailed project implementation plan with 2 components=05 points
- Detailed project implementation plan with 1 component=1 points
- Detailed project implementation plan with no project plan=0 points

3. Scope Statement.

 This is a critical section that sets the project's boundaries.

4. Work Breakdown Structure and Task List.

 This component breaks the major project deliverables down into smaller, more manageable work packages and tasks

5. Project Schedule and Timelines.

• This section puts the task list onto a calendar.

6. Resource Plan.

 This details all the resources needed to complete the project successfully.

7. Risk Management Plan.

A proactive plan that identifies potential problems before they occur

8. Communication Plan.

 This outlines how, when, and to whom project information will be communicated.

9. Quality Management Plan.

 This section defines the quality standards for the project's deliverables and outlines the processes for review, testing, and approval to ensure those standards are met. For example, it would specify that a draft report must undergo internal peer review before being sent to the client.

10. Monitoring and Evaluation (M&E) Framework.

 This defines how project progress and success will be tracked

NB: A Gantt chart or road map to be included to outline the project implementation plan with clear activities and timelines

MINIMUM THRESHOLD	70
TOTAL	100

CATEGORY C: The Impact of 4IR Technologies on the Built Environment: BIM, Blockchain, and UAVs in Construction.

Category	Sub Criteria	Total Score
Bidders' Relevant Experience	• Five (5) similar research projects = 40	40
Bidder (s) needs strong research methodology expertise within the built environment. This includes practical and theoretical knowledge of BIM, Blockchain, and UAVs in		
construction, along with proficiency in data analysis and qualitative/quantitative research. Crucially, the bidder must demonstrate a deep understanding of the South African	research projects = 30 points	
construction industry context and ideally bring a multi- disciplinary team with a track record of impactful research or publications in related fields. Prospective bidder(s) must demonstrate a proven track record of successfully	• Three (3) similar research projects = 20 points	
completing projects of a similar nature, scope. This experience may have been acquired through engagements with clients in either the public sector (government) or the private sector. The bid submission should include a detailed	 Two (2) similar research projects = 15 points 	
portfolio of this past work, complete with descriptions and contactable references, to substantiate the bidder's capability and experience in the required field.	 One (1) similar research project = 10 points 	
 Appointment and references must be aligned to similar works, which have been successfully concluded in the previous years. The Appointment Letter/ Contract / Purchase 	 Non submission or Appointment Letters/ 	
Order/MOU (Memorandum of Understanding) must be accompanied by corresponding references (reference letters, recommendation letters, completion certificates, notes of completion) both the	Orders/MOU's and reference letters not meeting the requirements stated in	
corresponding documents must be signed, dated and must be on the official letterhead of the company for which the work was done in category C. The corresponding documents read together must clearly	0 point	
specify the date and/or the duration the scope of work was conducted.		
Bidders are required to provide details of previous work as contained in the Term of Reference.		
4) In cases where a project was undertaken under a		
subcontracting arrangement, an Appointment Letter of a subcontractor or contract or Purchase Order		
accompanied by a corresponding reference letter from		

- the main contractor is to be attached and is compulsory; otherwise, such an appointment letter as a subcontractor will not be considered.
- In a case where the contract has been extended, both the initial and the extension of contract should be provided.

Panel Appointment Letters will not be accepted without accompanied Task Orders/Similar.

Methodology and approach:

A detailed methodology that shows how the work is to be done efficiently and effectively. The bid submission must include a clear and detailed methodology that presents well-defined activities that have scheduled completion dates with relevant outputs. These activities and related outputs must be fully aligned to the scope of work and the expected outputs / deliverables as outlined in the terms of reference. The proposed methodology is structured in four distinct phases: Inception and Scoping, Data Collection and Baseline Analysis, Impact Evaluation and Synthesis, and Final Reporting and Recommendations. Each phase concludes with specific deliverables designed to ensure alignment with the project's scope and provide opportunities for client feedback. These deliverables are as follow:

1. Inception Report and Scoping

 This foundational document defines the project's final scope, timeline, and strategic approach, ensuring a clear and agreed-upon roadmap from the start.

2. Data Collection and Baseline Analysis

 This report grounds the study in existing knowledge by analysing relevant academic research and the specific governance and policy landscape of the Gauteng City Region.

3. Impact Evaluation and Synthesis,

 This deliverable involves compiling all required spatial and statistical data into a robust, centralized database for analysis and documenting the sources and methods used.

4. Final Reporting and Recommendations

Methodology and approach with 4 deliverables = 20 points

 Methodology and approach with 3 deliverables=15 points

- Methodology and approach with 2 deliverables=10 points
- Methodology and approach with 1 deliverable=5 points
- Methodology and approach with no deliverables=0 points

 A forward-looking document that translates the evaluation findings into actionable recommendations. It will propose specific, evidence-based policy adjustments, planning interventions, or mitigation strategies for the client to enhance positive impacts and address negative ones.

Detailed project plan

Bider(s) must demonstrate a comprehensive implementation project plan, which is a mandatory submission for all bidders. This plan needs to meticulously detail the bidder's proposed methodology for executing the research project, from inception to completion. It should clearly articulate the various phases, tasks, timelines, resources, and key deliverables involved, providing a transparent roadmap of how the bidder intends to successfully conduct the research.

NB: A detailed project implementation plan is a comprehensive document that serves as the master guide for executing, monitoring, and closing a project. It translates the project's goals into an actionable roadmap, defining not just what needs to be done, but also how, when, by whom, and with what resources. The following • are crucial interconnected components for detailed project implementation plan:

1. Executive Summary.

 A brief, high-level overview of the entire project which summarises the project's purpose, main objectives, timeline, budget, and expected outcomes

2. Goals and Objectives

This section clearly defines the project's purpose.

3. Scope Statement.

• This is a critical section that sets the project's boundaries.

4. Work Breakdown Structure and Task List.

 This component breaks the major project deliverables down into smaller, more manageable work packages and tasks

5. Project Schedule and Timelines.

Detailed project implementation plan with 10 components=40 points

Detailed project implementation plan with 7 - 9 components=30 points

- Detailed project implementation plan with 5 6components=20 points
- Detailed project implementation plan with 3 4 components=10 points
- Detailed project implementation plan with 2 components=05 points
- Detailed project implementation plan with 1 component=1 points
- Detailed project implementation plan with no project plan=0 points

This section puts the task list onto a calendar.	
6. Resource Plan.	
 This details all the resources needed to complete 	
the project successfully.	
, , , , , , , , , , , , , , , , , , ,	
7. Risk Management Plan.	
 A proactive plan that identifies potential problems 	5
before they occur	
8. Communication Plan.	
 This outlines how, when, and to whom project 	
information will be communicated.	
9. Quality Management Plan.	
This section defines the quality standards for the This section defines the quality standards for the This section defines the quality standards for the grant	-
project's deliverables and outlines the processes	lor
review, testing, and approval to ensure those standards are met. For example, it would specify	
that a draft report must undergo internal peer	
review before being sent to the client.	
review belove being being to the chemic	
10. Monitoring and Evaluation (M&E)	
Framework.	
 This defines how project progress and success w 	ill
be tracked	
NB: A Gantt chart or roadmap to be included to	
outline the project implementation plan with clea	nr
activities and timelines	
MINIMUM THRESHOLD	70
TOTAL	100

CATEGORY D: The Expropriation Act and Its Impact on Human Settlements Opportunities in Gauteng's Central Business District Revitalization and Housing Delivery.

Category	Sub Criteria	Total
		Score

- 1) Appointment and references must be aligned to similar works, which have been successfully concluded in the previous years. 2) The Contract / Appointment Letter/ Purchase Order/MOU (Memorandum of Understanding) must be accompanied by corresponding references recommendation (reference letters, letters. completion certificates, notes of completion) both the corresponding documents must be signed, dated and must be on the official letterhead of the company for which the work was done in Category D. The corresponding documents read together must clearly specify the date and/or the duration the scope of work was conducted.
- Bidders are required to provide details of previous work as contained in the Term of Reference.
- 4) In cases where a project was undertaken under a subcontracting arrangement, an Appointment Letter of a subcontractor or contract or Purchase Order accompanied by a corresponding reference letter from the main contractor is to be attached and is compulsory; otherwise, such an appointment letter as a subcontractor will not be considered.
- In a case where the contract has been extended, both the initial and the extension of contract should be provided.

- Five (5) similar research projects = 40 points
- Four (4) similar research projects = points 30
- Three (3) similar research projects
 = 20 points
- Two (2) similar research projects = 15 points
- One (1) similar research project = 10 points
- Non submission or Appointment Letters/ Contracts / Purchase Orders/MOU's and reference letters not meeting the requirements stated in the Category column= 0 point

Panel Appointment Letters will not be accepted without accompanied Task Orders/Similar.

Methodology and approach:

A detailed methodology that shows how the work is to be done efficiently and effectively. The bid submission must include a clear and detailed • methodology that presents well-defined activities that have scheduled completion dates with relevant outputs. These activities and related outputs must be fully aligned to the scope of work and the expected • outputs / deliverables as outlined in the terms of reference. The proposed methodology is structured in four distinct phases: Inception and Scoping, Data • Collection and Baseline Analysis, Impact Evaluation and Synthesis. and Final Reporting and Recommendations. Each phase concludes with • specific deliverables designed to ensure alignment with the project's scope and provide opportunities for client feedback. These deliverables are as follow:

1. Inception Report and Scoping

• This foundational document defines the project's final scope, timeline, and strategic approach, ensuring a clear and agreed-upon roadmap from the start.

2. Data Collection and Baseline Analysis

This report grounds the study in existing knowledge by analysing relevant academic research and the specific governance and policy landscape of the Gauteng City Region.

3. Impact Evaluation and Synthesis,

 This deliverable involves compiling all required spatial and statistical data into a robust, centralized database for analysis and documenting the sources and methods used.

4. Final Reporting and Recommendations

A forward-looking document that translates the evaluation findings into actionable

Methodology and approach with 4 20 deliverables = 20 points

Methodology and approach with 3 deliverables=15 points

- Methodology and approach with 2 deliverables=10 points
- Methodology and approach with 1 deliverable=5 points
- Methodology and approach with no deliverables=0 points

recommendations. It will propose specific, evidence-based policy adjustments, planning interventions, or mitigation strategies for the client to enhance positive impacts and address negative ones.

Detailed project plan

Bidder(s) must demonstrate a comprehensive implementation project plan, which is a mandatory submission for all bidders. This plan needs to meticulously detail the bidder's proposed methodology for executing the research project, from inception to completion. It should clearly articulate the various phases, tasks, timelines, resources, and key deliverables involved, providing a transparent roadmap of how the bidder intends to successfully conduct the research.

NB: A detailed project implementation plan is a comprehensive document that serves as the master guide for executing, monitoring, and closing a project. It translates the project's goals into an actionable roadmap, defining not just what needs to be done, but also how, when, by whom, and with what resources. The following are crucial interconnected components for detailed project implementation plan:

1. Executive Summary.

A brief, high-level overview of the entire project which summarises the project's purpose, main objectives, timeline, budget, and expected outcomes

2. Goals and Objectives

 This section clearly defines the project's purpose.

3. Scope Statement.

• This is a critical section that sets the project's boundaries.

4. Work Breakdown Structure and Task List.

project implementation 40 Detailed plan with 10 components=40 points

- Detailed project implementation plan with 7 - 9 components=30 points
- Detailed project implementation plan with 5 - 6 components=20 points
- Detailed project implementation plan with 3 - 4 components=10 points
- Detailed project implementation plan with 2 components=05 points
- Detailed project implementation plan with 1 component=1 points
- Detailed project implementation plan with no project plan=0 points

deliverables down into smaller, more	
manageable work packages and tasks	
E Draiget Schodula and Timelines	
5. Project Schedule and Timelines.	
 This section puts the task list onto a calendar. 	
6. Resource Plan.	
This details all the resources needed to	
complete the project successfully.	
complete the project successfully.	
7. Risk Management Plan.	
 A proactive plan that identifies potential 	
problems before they occur	
•	
8. Communication Plan.	
 This outlines how, when, and to whom project 	
information will be communicated.	
O Ovelity Management Dian	
9. Quality Management Plan. This section defines the quality standards for	
This section defines the quality standards for the project's deliverables and outlines the	
the project's deliverables and outlines the processes for review, testing, and approval to	
ensure those standards are met. For example,	
it would specify that a draft report must	
undergo internal peer review before being	
sent to the client.	
10. Monitoring and Evaluation (M&E)	
Framework.	
 This defines how project progress and success 	
will be tracked	
NB: A Gantt chart or road map to be included	
to outline the project implementation plan	
with clear activities and timelines	
MINIMUM THRESHOLD	70
TOTAL	100

CATEGORY E: The Impact of Human Settlements on the Township Economy in Gauteng.

Category	Sub Criteria	Total Score
Bidders' Relevant Experience		
Bidders' Relevant Experience	• Five (5) similar research projects = 40 points	40
For this research project, a bidder(s) needs significant expertise in socio-economic research and analysis within the South African context, particularly regarding the interplay between human settlements development and township economic activity in	• Four (4) similar research projects = 30 points	
Gauteng. This requires a strong understanding of urban development, housing policy, informal economies, and a proven track record in conducting	• Three (3) similar research projects = 20 points	
impactful research that informs policy in these areas. Furthermore, they must have a credible track record of similar work and an in-depth knowledge of the specific policy and governance landscape of the	• Two (2) similar research projects = 15 points	
Gauteng City Region. Prospective bidder(s) must demonstrate a proven track record of successfully completing projects of a similar nature, scope. This	• One (1) similar research project = 10 points	
experience may have been acquired through engagements with clients in either the public sector (government) or the private sector. The bid submission should include a detailed portfolio of this past work, complete with descriptions and contactable references, to substantiate the bidder's capability and experience in the required field.	Appointment Letters/ Contracts / Purchase Orders/MOU's and reference letters not meeting the	
1) Appointment and references must be aligned to similar works, which have been successfully concluded in the previous years. 2) The Appointment Letter/ Contract / Purchase Order/MOU (Memorandum of Understanding) must be accompanied by corresponding references (reference letters, recommendation letters, completion certificates, notes of		
completion) both the corresponding documents must be signed, dated and must be on the official letterhead of the company for which the work was done in category E. The corresponding documents read together must clearly specify the		
date and/or the duration the scope of work was conducted.		

- 3) Bidders are required to provide details of previous work as contained in the Term of Reference.
- 4) In cases where a project was undertaken under a subcontracting arrangement, an Appointment Letter of a subcontractor or contract or Purchase Order accompanied by a corresponding reference letter from the main contractor is to be attached and is compulsory; otherwise, appointment letter as a subcontractor will not be considered.
- 5) 5) In a case where the contract has been extended, both the initial and the extension of contract should be provided.

Panel Appointment Letters will not be accepted without accompanied Task Orders/Similar.

Methodology and approach:

A detailed methodology that shows how the work is to be done efficiently and effectively. The bid submission must include a clear and detailed • methodology that presents well-defined activities that have scheduled completion dates with relevant outputs. These activities and related outputs must be fully aligned to the scope of work and the expected outputs / deliverables as outlined in the terms of reference. The proposed methodology is structured in four distinct phases: Inception and • Scoping, Data Collection and Baseline Analysis, Impact Evaluation and Synthesis, and Final Reporting and Recommendations. Each phase • concludes with specific deliverables designed to ensure alignment with the project's scope and provide opportunities for client feedback. These deliverables are as follow:

1. Inception Report and Scoping

 This foundational document defines the project's final scope, timeline, and strategic approach, ensuring a clear and agreed-upon roadmap from the start.

2. Data Collection and Baseline Analysis

This report grounds the study in existing knowledge by analysing relevant academic research and the specific governance and policy landscape of the Gauteng City Region.

- Methodology and approach 20 with 4 deliverables = 20 points
- Methodology and approach with 3 deliverables=15 points
- Methodology and approach with 2 deliverables=10 points
- Methodology and approach with 1 deliverable=5 points
- Methodology and approach with no deliverables=0 points

3. Impact Evaluation and Synthesis,

This deliverable involves compiling all required spatial and statistical data into a robust, centralized database for analysis and documenting the sources and methods used.

4. Final Reporting and Recommendations

• A forward-looking document that translates the evaluation findings into actionable recommendations. It will propose specific, evidence-based policy adjustments, planning interventions, or mitigation strategies for the client to enhance positive impacts and address negative ones.

Detailed project plan

Bidder(s) must demonstrate a comprehensive implementation project plan, which is a mandatory submission for all bidders. This plan needs to meticulously detail the bidder's proposed methodology for executing the research project, from inception to completion. It should clearly articulate the various phases, tasks, timelines, resources, and key deliverables involved, providing a transparent roadmap of how the bidder intends to successfully conduct the research.

NB: A detailed project implementation plan is a comprehensive document that serves as the master guide for executing, monitoring, and closing a project. It translates the project's goals into an actionable roadmap, defining not just what needs to be done, but also how, when, by whom, and with what resources. The following are crucial interconnected components for detailed project implementation plan:

1. Executive Summary.

A brief, high-level overview of the entire project which summarises the project's purpose, main objectives, timeline, budget, and expected outcomes

2. Goals and Objectives

Detailed project 40 implementation plan with 10 components=40 points

Detailed project implementation plan with 7 -9 components=30 points

Detailed project implementation plan with 5 -6 components=20 points

- Detailed project implementation plan with 3 -4 components=10 points
- Detailed project implementation plan with 2 components=05 points
- Detailed project implementation plan with 1 component=1 points
- Detailed project implementation plan with no project plan=0 points

• This section clearly defines the project's purpose.

3. Scope Statement.

• This is a critical section that sets the project's boundaries.

4. Work Breakdown Structure and Task List.

 This component breaks the major project deliverables down into smaller, more manageable work packages and tasks.

5. Project Schedule and Timelines.

• This section puts the task list onto a calendar.

6. Resource Plan.

 This details all the resources needed to complete the project successfully.

7. Risk Management Plan.

A proactive plan that identifies potential problems before they occur

8. Communication Plan.

 This outlines how, when, and to whom project information will be communicated.

9. Quality Management Plan.

 This section defines the quality standards for the project's deliverables and outlines the processes for review, testing, and approval to ensure those standards are met. For example, it would specify that a draft report must undergo internal peer review before being sent to the client.

10. Monitoring and Evaluation (M&E) Framework.

 This defines how project progress and success will be tracked

NB: A Gantt chart or road map to be included to outline the project implementation plan with clear activities and timelines

MINIMUM THRESHOLD

70

TOTAL	100

NB: The department reserves the right to verify the authenticity of the information provided by the bidder

6.4. : Stage 3: Preference Point System (Price and Specific Goals)

The Preference Point System shall apply whereby a contract will be allocated to a Tenderer in accordance with the Preferential Procurement Policy Framework Act, 2000, Preferential Procurement Regulations, 2022 and read in conjunction with the Procurement Policy of the Gauteng Department of Human Settlements.

The Department is applying the **80/20 Preference Point System** for this tender, being a maximum of 80 points for price and a maximum of 20 points for specific goals.

The bidder scoring the highest points on price and specific goals per category will be awarded the tender for that specific category.

In terms of Regulation 8 of the Preferential Procurement Regulations of 2022;

- (1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- (2) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

Specific Goal points will be allocated as follows:

SPECIFIC GOAL	TOTAL POINTS
	(80/20 system)
6. Women Ownership	4
7. Youth Ownership	4
8. Disability (PwD) Ownership	4
9. Military Veterans Ownership	4
10. Township Ownership	4
TOTAL	20

		ALLOCATED POINTS
		(80/20 system)
1. Women Ownership	100% women ownership	4
	75% - 99% women ownership	3

SPECIFIC GOAL		ACHIEVEMENT LEVEL	ALLOCATED POINTS
			(80/20 system)
		60% - 74% women ownership	2
		51% - 59% women ownership	1
		0 – 50% women ownership	0
		100% youth ownership	4
		75% - 99% youth ownership	3
2.	Youth Ownership	60% - 74% youth ownership	2
		51% - 59% youth ownership	1
		0 – 50% youth ownership	0
		100% PwD ownership	4
		75% - 99% PwD ownership	3
3.	3. Disability (PwD) Ownership	60% - 74% PwD ownership	2
	·	51% - 59% PwD ownership	1
		0 – 50% PwD ownership	0
		100% Military Veterans Ownership	4
		75% - 99% Military Veterans Ownership	3
4.	Military Veterans Ownership	60% - 74% Military Veterans Ownership	2
	·	51% - 59% Military Veterans Ownership	1
		0 – 50% Military Veterans Ownership	0
5. T		100% Township Ownership	4
	Township Ownership	75% - 99% Township Ownership	3
		60% - 74% Township Ownership	2
		51% - 59% Township Ownership	1
		0 – 50% Township Ownership	0

The bidders should submit ALL documents as listed below as proof of ownership for the claiming of points on Specific Goals. Failure to submit will results to bidders scoring zero points for that specific goals:

Women Equity:

- Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC)
- Valid B-BBEE Certificate or valid Sworn Affidavit.
- Certified copy/ies of the ID-document(s) of Director(s).

Youth Equity:

- Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC)
- Valid B-BBEE Certificate or valid Sworn Affidavit.
- Certified copy/ies of the ID-document(s) of Director(s).

People with Disabilities:

- Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC)
- Valid B-BBEE Certificate or valid Sworn Affidavit.
- Certified copy/ies of the ID-document(s) of Director(s).
- A certified declaration from a medical doctor certifying the degree of disability.

Military Veteran:

- Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC)
- Valid B-BBEE Certificate or valid Sworn Affidavit.
- Certified copy/ies of the ID-document(s) of Director(s).
- A Certificate of Service from the SANDF (South African National Defence Force)

Township Based Enterprise:

- Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC)
- Valid B-BBEE Certificate or valid Sworn Affidavit.
- Certified copy/ies of the ID-document(s) of Director(s).
- A copy of the utility bill for property rates and services/ valid lease agreement/ original proof
 of residence from the municipality.

Guidance on valid B-BBEE Certificates and/or valid Sworn Affidavits to substantiate preference points claims:

- Only valid B-BBEE Status Level Verification Certificates, issued by agencies accredited by SANAS will be accepted.
- Bidders qualifying as Exempted Micro Enterprise (EME) or Qualifying Small Enterprises (QSE)
 can submit a valid Sworn Affidavit (DTIC) or B-BBEE Certificate issued by the Companies &
 Intellectual Property Commission (CIPC) on behalf of the DTIC, which serves as an Affidavit

- Sworn Affidavits must be signed and dated by the deponent and attested to by a Commissioner of Oaths, in line with the Justices of the Peace and Commissioners of Oaths Act of 1963 and prescribed by the B-BBEE Codes of Good Practice.
- Sworn Affidavit must be signed by a Commissioner of Oath on the same date as the Deponent.
- In the case of a Consortium/ Joint Venture (JV), a bidder must submit a valid consolidated B-BBEE Status Level Verification Certificate, issued by a SANAS accredited agency.
 - Sworn Affidavits will NOT BE ACCEPTED for a Consortium or JV.
- The Department will NOT ACCEPT a copy of a certified copy, all certified copies should have the original stamp of certification and the date must not be older than six months from the closing date of the tender.
- All certificates and/or sworn affidavits, certified as a "true copy of the original", must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act of 1963 and its Regulations (as promulgated in Government Notice GNR 1258 of 21 July 1972)
- The Department is requesting the B-BBEE credentials in order to validate and evaluate the points claimed by the Bidder based on the Specific Goals outlined in this tender document and the SBD 6.1.
- The Department cannot solely rely on the CSD Report as the CSD Report states:
 - "BBBEE CSD does not automatically verify all certificate information with the various accreditation bodies. Organs of State are required, where not automatically verified by CSD, to manually verify this information with the applicable accreditation body as per current policies and procedures. Expired certificate information do not reflect on the report."

9. SECURITY SCREENING

The Department may conduct security screening during the duration of the contract, and therefore the service provider may be requested to provide Identity Documents and Curriculum Vitae (CVs) and any other requirement for key members on the team, to the Department's Security Risk Management for security vetting.

10. PROJECT DURATION

The project duration will be for a period of 03 months.

11. PAYMENT CONDITIONS

Service providers will be paid within thirty (30) days after receipt of invoices. Payments will be processed per deliverable accomplished to the satisfaction of the Head of Department.

On delivery and installation of each phase an invoice can be submitted for work completed, goods installed and configured.

Payment to suppliers within 30 days of invoice receipt is a national priority. In support of this and towards compliance to section 38 (1) (f) of the PFMA and Treasury Regulation 8.2.3 an executive

decision was taken to make Electronic Invoice Submission (EIS) registration <u>compulsory</u> for all GPG suppliers whose tenders are successful.

Assistance will be provided to the successful supplier(s) in this regard once the tender adjudication and warning processes have been concluded and a supplier or supplier(s) appointed.

NB: COMPANY MUST BE REGISTERED ON CENTRAL SUPPLIER DATABASE (CSD)

12. FORMAT AND SUBMISSION OF BID

- All submissions must be in Hard Copy.
- The proposals must be submitted in 1 sealed envelope which will contain the (1) proposal (technical response) and (2) the pricing schedule.
- The submissions must be clearly marked with the description and the RFP number and submitted in the Tender Box situated at 68 Voortrekker Street, Nevada Building, 4th Floor Reception, Alberton.

13. ENQUIRIES

All enquiries related to the content of the Terms of Reference may be directed in writing to:

- Mr Abongile Nolala at <u>abongile.nolala@gauteng.gov.za</u>
- The bid number should be mentioned in all correspondences.
- Telephonic requests for clarification will not be accepted.

All other enquiry related to the Bid Process may be directed in writing to:

- Mr Cyril Chauke and/or Mr Thabo Ndlovu at infogdhus.tenders@gpgonline.onmicrosoft.com
- The bid number should be mentioned in all correspondences.
- Telephonic requests for clarification will not be accepted

SUBMISSION GUIDE

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

1.	Standard Bid Documents (including Annexure A) and other supporting documents relating to the mandatory Administrative Compliance
2.	Copy of Companies and Intellectual Property Commission (CIPC) registration previously known as CK
3.	Valid Tax SARS Issued Pin Code (Which will be verified)
4.	Original/Certified valid B-BBEE Certificate or Sworn Affidavit in case of qualifying EME's and QSE's
5.	Proof of company registration on Central Supplier Database (CSD)
6.	Company Profile
7.	JV/Consortium Agreement (if applicable)
8.	Supporting documents relating to the Functionality criteria
9.	Latest Audited Financial Statement(s) for the past two years to be provided. If a company is a new or dormant entity a letter from accountant stating so is required.
10.	Other documents

SPECIAL CONDITIONS OF THE CONTRACT

BID NUMBER	HLA 4/2/4 - 2025/05
DESCRIPTION	THE APPOINTMENT OF SERVICE PROVIDER(S) TO CONDUCT 5
	RESEARCH PROJECTS OUTLINED IN THESE TORS FOR THE
	DEPARTMENT OF HUMAN SETTLEMENTS OVER A PERIOD OF 3
	MONTHS.
CLOSING DATE	16 January 2026
CLOSING TIME	11H00
VALIDITY PERIOD	120 DAYS

1. EVALUATION

Bids will be evaluated on functionality and in accordance with the pre-scripts of the Preferential Procurement Policy Framework Act (PPPFA) and its regulation. Bidders who does not meet a minimum functionality threshold as specified in the TORs will not be considered for further evaluation.

1.1 Functionality

The functionality contained in the Terms of References applies.

1.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the department will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

2. REQUEST FOR CLARIFICATIONS

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data. **There will be a non-compulsory briefing session for this tender. Attendance is highly recommended.**

3. NON - COMMITMENT

- 3.1 The department is not bound to accept any of the bids submitted.
- 3.2 The department reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference prior to the closing date.
- 3.3 The cost of preparing bids will not be reimbursed.

4. REVIEW PROCESS

- 4.1 Documents submitted on time by bidders shall not be returned and shall remain the property of the department.
- 4.2 All bids duly lodged will be evaluated in accordance with the evaluation criteria.

5. LATE BIDS

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

6. GENERAL

- 6.1 Bidders must provide all the information requested in the Terms of Reference and as specified further in the Special Conditions.
- 6.2 The department reserves the right not to appoint.
- 6.3 The appointments may be awarded to a tenderer that did not score the highest points in accordance with section 2(1)(f) of the PPPFA Act 5 of 2000.
- 6.4 The duration of the contract is for a period of 3 months from the date of appointment.
- 6.5 If the Service Provider(s) at any time does not comply with the Conditions of Contract or the site specifications, the Departments reserve the right to adjust payment pro rata in respect of short postings and/or services not rendered by the Service Provider(s). These adjustments will be made at the end of each month where short postings, or services not rendered, have occurred. The formula for this purpose to determine the daily (shift) tariff will be detailed in the Contract
- 6.6 The relevant stipulations of the Public Finance Management Act 1 of 1999 ("the PFMA") i.e., Sections 38(1) (f) and 76(4) (b), read with Treasury Regulation 8.2, apply for payments after the rendering of monthly services.

NOTE: No deviation from, or breach or failure to follow any of the conditions, shall be considered to be a condonation, waiving or ratification of such deviation, breach or failure to comply, unless such condonation, waiving or non-fulfilment has been agreed upon in writing, through the GDHS.

- 6.7 The stipulations of Treasury General Conditions of Contract Practice Note: SCM 1 of 2003 apply to cases of any breach of the conditions of contract, or where an unsatisfactory service is rendered.
- 6.8 Notwithstanding anything to the contrary, or any other periods of time or terms that may be contained in this contract, it is a specific condition hereof that the GDHS shall have

- the right to terminate the contract with one month's written notice should the need for the service no longer exist and the service no longer be required.
- 6.9 The GDHS may increase or decrease the number of personnel and/or equipment, required with one month's written notice, if circumstances require such changes

7. REASONS FOR REJECTION

- 7.1 The department reserves the right to return late bids as mentioned in section 5 above.
- 7.2 The department reserves the right to determine and reject bids that are not in accordance to specification/Terms of Reference.
- 7.3 Bidders shall not contact the department on any matter pertaining to their bids from the closing date to the time the bid has been adjudicated. Any effort by a bidder to influence the bid evaluation or adjudication may result in rejection of the bid concerned.
- 7.4 The department shall reject a submission if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.
- 7.5 The department may disregard any submission if that bidder, or any of its directors:
 - (i) Have abused the Supply Chain Management (SCM) system of any Government Department;
 - (ii) Have committed proven fraud or any other improper conduct in relation to such system;
 - (iii) Have failed to perform on any previous contract and the proof thereof exists; and
 - (iv) Is restricted from doing business with the public sector or if such supplier failed to perform on a contract based on the specific goals.

End.

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

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

- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

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 onsite, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied

by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

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

21. Delays in the supplier's performance

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

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 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 antidumping 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 (NIP) **Programme**

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