



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

DEPARTMENT	DEPARTMENT OF HUMAN SETTLEMENTS
TENDER DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO COMPILE A COMPREHENSIVE IMMOVABLE ASSET REGISTER AND AN INVENTORY REGISTER FOR THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS
TENDER NUMBER	HLA 4/2/4-2022/03

BRIEFING SESSSION	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	SESSION COMPULSORY	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
BRIEFING	VENUE	MICROSOFT TEAMS Click here to join the meeting		TIME	13H00
	DATE	18 TH NOVEMBER 2022			

CLOSING DATE	07 DECEMBER 2022
CLOSING TIME	11H00
VALIDITY PERIOD	120 DAYS

Notes:

- All bids / tenders must be deposited in the Tender Box at the advertised address:
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations 2017, the General Conditions of Contract (GCC) 2010 and, if applicable, any other special conditions of contract.
- **ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**



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Tender Number	Service	Briefing Session	Closing Date
HLA 4/2/4-2022/03	Appointment of a service provider to compile a comprehensive immovable asset register and an inventory register for the Gauteng Department of Human Settlements for a period of thirty-six (36) months.	<p>There will be a Non-Compulsory Briefing Session on Microsoft Teams on the 18th November 2022 @ 13h00.</p> <p>For all bidders who are interested to attend the briefing session kindly note that the link is in the e-tender portal. Alternatively, you can request a link by sending your request to Nkele.Maleka@gauteng.gov.za and Mbuso.Mazibuko@gauteng.gov.za on or before 16 November 2022.</p>	<p>Date: 07 December 2022 Venue: Department of Human Settlements 11 Diagonal Street 17th Floor Reception Newtown, Johannesburg 2107</p>

B-BBEE points to be used for this tender

B-BBEE Status Level Contributor	80/20	90/10
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant	0	0

The Department adheres to all relevant Acts , including BEE Act , No 53 Of 2003 , PPPFA No 2 of 2000 and its Regulations.

Documents can only be downloaded from Treasury website from: Website <http://e-tenders.gauteng.gov.za/Pages/Home.aspx>

2. E-mail tender.admin@gauteng.gov.za 3.Human Settlements website www.gauteng.gov.za >>> **Human Settlements >>> Announcement >>> Human Settlements Advertised Tenders** from the **11th November 2022** . Completed tender documents clearly marked with the relevant reference number and placed in a sealed envelope must be deposited in the tender box on the 17th Floor Reception Department of Human Settlements ,11 Diagonal Street, Newtown, Johannesburg, 2107 no later than 11:00 on or before the relevant stipulated date above.

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



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



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IT IS A CONDITION OF BIDDING THAT –

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



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REQUIREMENTS FOR REGISTERED BIDDERS ON CENTRAL SUPPLIER DATABASE PLEASE NOTE:

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

Registered Suppliers to ensure that all details completed below are CURRENT

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT

Name(s): _____

Signature(s): _____

Date: _____



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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 DEPARTMENT OF HUMAN SETTLEMENTS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO COMPILE A COMPREHENSIVE IMMOVABLE ASSET REGISTER AND AN INVENTORY REGISTER FOR THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS					
BID NUMBER:	HLA 4/2/4-2022/03	CLOSING DATE: 7 DECEMBER 2022		CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO COMPILE A COMPREHENSIVE IMMOVABLE ASSET REGISTER AND AN INVENTORY REGISTER FOR THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Human Settlements					
11 Diagonal Street					
17th Floor Reception					
Newtown, Johannesburg, 2107					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nkele Maleka		CONTACT PERSON	Mpho Mamashela	
TELEPHONE NUMBER	060 885 2531		TELEPHONE NUMBER	076 152 3167	
E-MAIL ADDRESS	Nkele.Maleka@gauteng.gov.za		E-MAIL ADDRESS	Mpho.Mamashela@gauteng.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS 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 BIDDER:	BID NO.: HLA 4/2/4 – 2022/03
CLOSING TIME: 11:00	CLOSING DATE : 07 December 2022

OFFER TO BE VALID FOR ...120.....DAYS 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.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
		TOTAL: R.....	

“Applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

11 Diagonal Street
6th Floor Supply Chain Management
Newtown
Johannesburg

For technical information sent email to –

Mpho Mamashela and Sibongile Mlotshwa

Email: Mpho.Mamashela@gauteng.gov.za and Sibongile.Mlotshwa@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:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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.

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

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

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

1. GENERAL CONDITIONS

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

- 1.2
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
 - b) The 80/20 preference point system will be applicable to this tender

- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?
 (*Tick applicable box*)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
 (*Tick applicable box*)

YES		NO	
-----	--	----	--

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[Tick applicable box]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[Tick applicable box]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing

SBD 6.1

certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO COMPILE A COMPREHENSIVE IMMOVABLE ASSET REGISTER AND AN INVENTORY REGISTER FOR THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1. PURPOSE

To present the Terms of Reference (TOR) to appoint a suitable company to prepare and compile a comprehensive Immovable Asset and an Inventory Register that is aligned with all legislative requirements for the Gauteng Department of Human Settlements for a period of thirty-six (36) months.

2. BACKGROUND

The Gauteng Department of Human Settlements (GDHS) is responsible for proper accounting for and management of all Department's immovable assets under their custodianship. GDHS is also responsible for maintenance of properties to maximize its value and keep them in a habitable and safety condition. Moreover, GDHS also keeps all developed immovable assets until their disposal to beneficiaries. Inventory encompasses those goods purchased and held specifically for executing the service mandate of the Department, including finished goods and work in progress (WIP). The Gauteng Department of Human Settlements (GDHS) has assets listed in the Housing Fund and the Vote, wherefrom the immovable assets registers and inventory register must be compiled.

Immovable Assets register

In line with its Constitutional mandate, the Department's immovable asset portfolio consist of the following:

- Vacant stands (for disposal)
- Buildings comprising of flats, hostels, commercial properties, Community Residential Units (CRU's), Churches etc.
- Dwellings in terms of second directive properties

Inventory register

The inventory is made up of stock as follow:

- Fully subsidised houses built and ready to be transferred with full ownership to qualifying beneficiaries.



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- Serviced sites prepared and ready for the construction of the top structure.
- Land acquired for development through purchase, gift, donation, or land swap.
- Inventory Work in progress in terms of foundations, wall plates and roofs.

The Department hereby seeks to undertake an exercise of verifying assets and obtaining relevant information on same, to enable the compilation of the registers, as well as providing guidance on the future use of the properties i.e., providing recommendations on whether the properties should be disposed or retained and the method of disposal. The service provider must conduct a physical and desktop verification of properties and provide relevant Proof of Evidence (POE).

The results will also help to address audit findings highlighted in the previous two years in relation to information that must form part of the Immovable Assets and Inventory Management within the department.

3. CHALLENGES/LIMITATIONS

The Department does not have an accurate and reliable Immovable Asset Register and Inventory Register. The current and historical constraints with available information or lack thereof impacts on the effectiveness and efficiency of the Department to be able to accurately manage its immovable assets, develop a realistic maintenance plan, disposal strategy and ultimately accurate financial reporting. There are work in progress registers that the regions need to compile, and these are in some cases not compiled, irregularly updated, and there is no consolidated regional register that would reflect the work in progress and ultimately feed into the register that should reflect disposed assets. Furthermore, there are no regionally compiled inventory schedules.

4. PROJECT DELIVERABLES/SCOPE OF WORK

The appointed service provider is expected to deliver on the following:

- **Ensuring compilation of comprehensive departmental Immovable Asset register comprising of approximately 3000 properties, which must include:**
 - Physical and desktop verification of properties to confirm status.
 - Correct calculation of the remaining useful life of assets
 - Record sale transactions on the register and prepare Proof of Evidence (POE) for the AFS preparations
 - Ensure accurate and complete disclosure of assets and expenditure in line with relevant accounting standards
 - Obtaining copies of title deeds for all properties, where not available
 - Ensuring that all expenditure appear on the register for payables
 - To confirm ownership of all properties on the register



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- Provide guidance on the correct capitalisation of expenditure, as well as categorise expenditure correctly in line with the relevant register information
- Provide guidance and correct classification of property payments
- Ensure recording of asset depreciation in line with relevant accounting standards
- Obtain municipal, historical and market property values.
- Conduct impairment assessments on all properties and record this in the register
- Conduct property condition assessment and advise on whether to dispose and the method of disposal or retain and how to maintain
- Update the Immovable Asset Register to ensure accuracy and reliability
- The comparatives (Opening balance on the register) are accurate, complete and supported.
- Obtain outstanding information such as:
 - GPS coordinates
 - Full property description
 - SG diagram number, LPI Code, Title Deed Number
 - Property registration date
 - Conduct site inspection to confirm improvements on each property and verify occupation
 - Submit pictures for each verified property
 - Confirm property zoning and current usage
 - Heritage status
 - Size of the asset in square meters
 - Deed searches to verify ownership as per the property list provided
 - Occupancy audit of the properties, if occupied
 - Any general information that may be deemed useful to determine the current and possible future status of the asset
 - Verification of properties in the debtor's system and recommend corrections
 - Recommendations on future handling of each category of confirmed properties
 - Images of google street view for each property
- **Ensuring compilation of comprehensive departmental Inventory Register comprising of approximately 11300 properties per year (33900 over 3 years), and tallying up on the land acquired, WIP and completed houses, including:**
 - Physical and desktop verification of properties to confirm status.
 - All land acquired must appear on the register
 - All owned properties to reflect on the register and have relevant Proof of Evidence (POE)
 - Record inventory value transactions on the register and prepare Proof of Evidence (POE) for the AFS preparations



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- Ensure accurate and complete disclosure of assets and expenditure in line with relevant accounting standards
- Creating regional WIP registers and inventory schedules
- Packaging as POE of copies of title deeds for all land acquired and sale agreements for properties.
- Ensuring that all expenditure appear on the register for payables (ensure alignment with Housing Subsidy System)
- Provide guidance on the correct capitalisation of expenditure as well as categorise expenditure correctly in line with the relevant register information
- Provide guidance and correct classification of property payments
- Obtain municipal, historical and market property values.
- Update the inventory register and record all movements to include acquisitions and disposals, movement in terms of Work in Progress (WIP) for properties under construction and completed houses.
- Compile a list of all completed houses transferred for derecognition purposes.
- The comparatives (Opening balance on the register) are accurate, complete and supported.
- Obtain outstanding information, such as:
 - GPS coordinates
 - Full property description
 - SG diagram number, LPI Code, Title Deed Number
 - Property registration date
 - Conduct site inspection to confirm improvements on each property and verify occupation
 - Submit pictures for each verified property
 - Confirm property zoning and current usage
 - Size of the asset in hectares/square meters
 - Happy letters to confirm occupancy as per the property list provided
 - Images of google street view for each property
 - Beneficiary administration details i.e., Name, identity number, allocation date, subsidy amount and date title deed issued to beneficiary.

The Department requires the establishment and maintenance of the Immovable Asset Register for all assets under its custodianship and Inventory Register, including Work in Progress (WIP) and completions to provide a consolidated view of the Department's portfolio.

The development of the Immovable Asset Register and Inventory Register shall comply amongst others to the PFMA and Treasury Regulations; GIAMA; GRAP; Asset Management Framework,



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Inventory Management Framework, Modified Cash Standards (MCS) and related regulations governing the immovable assets.

5. ROLES AND RESPONSIBILITIES

- Upon appointment the suitable service provider will enter into a contract with the Department prior to commencing work.
- The service provider is expected to confirm all processes with the Department as a primary client.
- The service provider is expected to complete all work in line with the prescribed and agreed upon timeframes.
- The quality of work submitted will have to be approved by the Department before payments of milestones and/or deliverables are processed.
- The Social Housing & Property Management Chief Directorate and Financial Management Directorate shall be the first line of reporting channel and they will receive, verify and sign-off invoices that should be done in line with the agreed upon activities that will be detailed in the scope of work.

6. DELIVERABLES

- The final product produced as an outcome of this project, shall be made available in an electronic format. The required electronic format must be in Microsoft SQL 2016 or an earlier version database including the database diagram.
- Any application/software (Web based system) developed as part of this project shall be delivered in a manner that will enable the Department to be able to amend/edit the records captured.
- The tool shall be feasible for future updating of the progress on a monthly basis enabling the Department to independently capture progress once the services of the appointed service provider have come to a project closure.

7. CONTRACT MANAGEMENT

The appointed service provider will report to the Department on progress and challenges experienced before the closure of the project and submission of the final report (Project Duration – 36 months).

8. PROPOSAL REQUIREMENTS

Interested service providers seeking to submit proposals to undertake this work on behalf of the Department must provide the Department with at least the following information in the form of a bid proposal. The bid proposal shall meet the following specifications:



8.1. Service Provider

- Comprehensive background of the service provider, detailing skills and prior experience with regard to projects of a similar nature, track record, organisational structure (including personnel working on the project), compliance with transformation ratios (BEE indicators), qualifications and experience of the project team members.
- Similar information as above of any service provider that will be sub-contracted, and the amount of work to be sub-contracted to any part of the project.

8.2. Proposals

- Proposals shall be submitted in line with government's procurement processes in hard copy to the physical address provided labelled as **Appointment of a service provider to compile a comprehensive Immovable Asset Register and Inventory Register for the Gauteng Department of Human Settlements for a period of thirty-six (36) months**
- Comprehensive timeframes and cost factors (which must be broken down into detailed costing).
- An indication of project delivery schedule.
- Three (3) contactable references that can provide information regarding the service provider's abilities on past performance.
- Proposals should be clearly marked as "**Appointment of a service provider to compile a comprehensive Immovable Asset Register and Inventory Register for the Gauteng Department of Human Settlements for a period of thirty-six (36) months**" and must be received before 11:00am of the closing day for submission of proposal.

8.3. Proposal Assessment

The following criteria will be used in assessing the proposals:

- The capacity of the bidding company and its strength in performing the task in line with this Terms of Reference.
- Demonstrated competency, experience and understanding of project requirements.
- Understanding clarity and comprehensiveness of the proposal.
- Total project cost, and the allocation of those costs.
- Reference checks.

8.4. Intellectual Property and Copyrights

- Any information generated by the service provider in relation to this project shall remain the property of and shall be owned by Gauteng Department of Human Settlements.
- All documents compiled and data collected to be submitted to the Gauteng Department of Human Settlements, Social Housing & Property Management Directorate.



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9. EXPECTED PRODUCT

- The service provider is expected to produce an Immovable Assets Register and Inventory Register in an electronic format. The required electronic format must be in Microsoft SQL 2016 or an earlier version database including the database diagram.
- The service provider is expected to produce an Immovable Assets Register and Inventory Register including Work in Progress (WIP) that is aligned to all applicable legislative requirements such as PFMA and Treasury Regulations; GIAMA; GRAP; Asset Management Framework, Inventory Management Framework, Modified Cash Standards (MCS) and related regulations governing the immovable assets.

10. PROJECT MONITORING AND REPORTING

The service provider shall

- Liaise directly with the Gauteng Department of Human Settlements Director: Social Housing & Property Management
- On monthly basis during the period of the contract report progress to the Chief Director: Social Housing & Property Management, this shall include but not limited to the following information:
 - Actual total assets held by the Department
 - Any damaged stock/ units within the portfolio.
 - Progress report on the Inventory Register including WIP and completions and expenditure attached to same, including POE.
 - Progress report on Immovable Assets Register, including POE.

11. TIMEFRAME

The Department requires that this project must be completed within thirty-six (36 months) of the appointment of the service provider, however, should this timeframe prove unworkable then the Department would rather insist that the fundamental quality of work be upheld.

Tenderers are required to propose a fixed budget payable specifying the completion of each milestone and/or deliverable throughout the assignment.

12. PROJECT MANAGEMENT

The Department will administer and manage this project through the Social Housing & Property Management Chief Directorate. The team will receive reports from the appointed service provider and bi-weekly meetings will be held during the period of the assignment. The service provider must attend and report progress at these meetings.

13. PROJECT CLOSURE

At the end of the project the service provider is expected to produce a comprehensive Immovable Asset and Inventory Register and ensure that the comprehensive Immovable Assets Register and Inventory Register reflects any acquisitions, Work in Progress (WIP) and disposals and costs



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related thereto. All these milestones shall be accompanied by the relevant documentation. All close-out reports should be submitted as part of the project closure.

14. SKILLS TRANSFER

The service provider is expected to provide a detailed skills transfer plan of capacitating the Department's personnel with the necessary skills requisite to the management of an immovable assets register, Inventory Register and preparation of information to compile the AFS, to enable continued and sustainable management of property portfolio.

15. APPOINTMENT AND DISCHARGE OF THE SERVICE PROVIDER

The Gauteng Department of Human Settlements reserves the right not to make an appointment in such a case it deems necessary, whilst the contract shall be given to the service provider whom the Department deems to be suitably qualified to promote its interests in relation to this project.

16. SPECIFICATION FOR A SERVICE PROVIDER TO COMPILE A COMPREHENSIVE IMMOVABLE ASSET REGISTER AND INVENTORY REGISTER FOR GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

The Department of Human Settlement wishes to appoint a competent service provider to prepare and compile a comprehensive Immovable Asset Register and Inventory Register for Gauteng Department of Human Settlements for a period of thirty-six (36) months.

The service provider should submit a technical proposal for Immovable Asset Register and Inventory Register which contains:

- Service Provider information
- Previous Relevant Experience
- Rationale for project approach
- Project Methodology
- Works Programme and Manpower Schedule
- Personnel details
- Project plan with deliverables
- Total cost of service

Scope of Work

Details of the tasks required are contained in section 4 of the Terms of Reference.



17. EVALUATION METHODOLOGY

17.1. Introduction

The evaluation of bids will be done in terms of the PFMA, the GDHS Supply Chain Policy (SCM Policy for Infrastructure Procurement and Delivery Management) and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential Procurement Regulations, 2017.

The first stage will be the evaluation of bids on **Pre-qualification for Preferential Procurement, Subcontracting as a Condition of Tender, Mandatory Compliance and Administrative Compliance**. During these stages, bids that do not meet the pre-qualification, subcontracting and mandatory compliance requirements will be disqualified and will not be considered for further evaluation on **Functionality**. Bids not meeting the minimum threshold of 70 points on **Functionality**, will not be considered for the second stage in terms of the **Price and Preference Point Systems**.

Bids will be evaluated in two stages as listed below:

- **Stage 1A: Pre-qualification for Preferential Procurement**
- **Stage 1B: Subcontracting as Condition of Tender**
- **Stage 1C: Mandatory Compliance**
- **Stage 1D: Administrative Compliance**
- **Stage 1E: Functionality**
- **Stage 2: Price and Preference**

Tenderers should note that either the 80/20 or 90/10 Preference Point System will apply for this tender evaluation and that the lowest acceptable tenderer will be used to determine the applicable Preference Point System. Therefore, the following criteria will apply:

- **Price = 80 or 90 points**
- **B-BBEE = 20 or 10 points**

17.2. Stage 1A: Pre-qualification for Preferential Procurement Criteria

Tenderers who do not comply with all the pre-qualification requirements will be disqualified from further evaluation.

The Department decided to apply pre-qualification criterion, as per Regulation 4.(1)(a) of the PPR, 2017 to advance certain designated groups. The following criteria will be applied to this tender



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with the specific conditions that interested tenderers can respond to with the following requirements:

A tenderer must be between levels 1 to 4 as a B-BBEE status level contributor.

Based on the above pre-qualification criteria, tenderers are required to submit the documents below together with their bids for B-BBEE status level verification purposes:

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



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- In case of a trust, consortium or joint venture, all tenderers must submit a copy of a valid consolidated B-BBEE Status Level Verification Certificate, issued by an agency accredited by SANAS.

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

17.3. Stage 1B: Subcontracting as Condition of Tender

Tenderers who do not comply with all the subcontracting requirements will be disqualified from further evaluation.

The Department decided to apply Regulation 9 of the PPR, 2017. The following criteria will be applied to this tender with the specific conditions that interested tenderers can respond to with the following requirements:

A tenderer **must subcontract a minimum of 30%** to any of the following designated groups:

- (i) An EME or QSE
- (ii) an EME or QSE which is at least 51% owned by black people
- (iii) an EME or QSE which is at least 51% owned by black people who are youth
- (iv) an EME or QSE which is at least 51% owned by black people who are women
- (v) an EME or QSE which is at least 51% owned by black people with disabilities
(medical report is required for this category);
- (vi) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships ***(Municipal bill for the Company and the Directors are required for this category);***
- (vii) a cooperative which is at least 51% owned by black people, and
- (viii) an EME or QSE which is at least 51% owned by black people who are military veterans ***(Letter from the Department of Military Veterans is required for this category).***

Based on the above subcontracting condition, tenderers are required to provide evidence of the following, relating to their selected subcontractor/s:

- ✓ Tenderers **must use the list** as provided to them by the Department (**Annexure A**) to select potential subcontractors.
- ✓ Tenderers are required to submit **CSD reports, IDs of Directors**



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- ✓ Tenderers are required to submit **latest Audited Financial Statements** (or monthly accounts from accountant) to verify annual revenue thresholds **for each selected subcontractor/s**
- ✓ Tenderers are required to submit **a copy of a valid B-BBEE Certificate or an original or certified copy of a valid Sworn Affidavit for each selected subcontractor/s** (Refer to requirements stated under paragraph 17.2 for a valid B-BBEE Certificate and/or valid sworn affidavit)
- ✓ Tenderers must submit **proof of subcontracting** arrangements between the main tenderer in a form of a written consent and/or agreement signed by all party representatives. The contract must clearly stipulate the revenue split and percentage allocation to the subcontractor.
 - The responsibility to subcontract with competent and capable subcontractors' rests with the main contractor.
 - The contract will be concluded between the main contractor and the institution, therefore, the main contractor and not the subcontractor will be held liable for performance in terms of its contractual obligations.
 - Main contractors are not allowed from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where primary contractor subcontracts with a subsidiary this must be declared in tender documents.
 - It is the responsibility of the main contractor to ensure that any potential subcontractor(s) meet the requirements of the above categories.
 - The main contractor must ensure that the potential subcontractor is **registered on Central Suppliers Database (CSD)** and the CSD report for the proposed subcontractor(s) must be submitted with the proposal.
- ✓ Tenderers are further required to provide a **summary of the subcontracting arrangements** with the potential subcontractor(s) by completing and submitting the table provided below (**Annexure B**).



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Annexure B

SUBCONTRACTING ARRANGEMENTS											
Name of Subcontractor	Subcontractor CSD number	% EME or QSE	% Owned by Black People	% Owned by Black people who are Youth	% Owned by Black people who are Women	% Owned by Black people who are with Disabilities	% Owned by Black people living in Rural or Underdeveloped Areas or Townships	Cooperatives - % owned by Black people	% Owned by Black people who are Military Veterans	% to be subcontracted per Subcontractor	Accumulative % of contract to be subcontracted

NB: Tenderers that do not meet subcontracting requirements as stated above (including the completion of Annexure B) will not be considered and will be disqualified from further evaluation.



17.4. Stage 1C: Mandatory Compliance

Tenderers who do not comply with the mandatory requirements will be disqualified from further evaluation.

- SBD 3.3 Pricing Schedule (Professional Services)
- Submission of a **joint venture/consortium agreement** signed by all parties to the agreement with a consolidated B-BBEE Certificate issued by an agency accredited by SANAS (if applicable).
- Bidders are required to demonstrate the capacity and capability of the project team.

The following **Key Personnel** shall be required for the project:

NO	KEY RESOURCE	MINIMUM QUALIFICATION	MINIMUM EXPERIENCE	PROOF OF EVIDENCE (POE)
1	Town Planner	Diploma in Town and Regional Planning	3 years post qualification	<ul style="list-style-type: none"> • Curriculum Vitae indicating years in the role • Certified copy of the original qualification • Certified copy of the original proof of registration with SACPLAN
2	Property Valuer	Diploma in Property Studies/Real Estate	3 years post qualification	<ul style="list-style-type: none"> • Curriculum Vitae indicating years in the role • Certified copy of the original qualification • Certified copy of the original proof of registration with SACPVP
3	Financial Managers	Diploma in Financial Management/Commerce Accounting	5 years post qualification	<ul style="list-style-type: none"> • Curriculum Vitae indicating years in the role • Certified copy of the original qualification • Certified copy of the original proof of registration with SAICA or any in Financial Accounting
4	Project Manager	Diploma in the Built Environment	3 years post qualification	<ul style="list-style-type: none"> • Curriculum Vitae indicating years in the role • Certified copy of the original qualification • Certified copy of the original proof of registration with SACPCMP/PMP
5	Structural Engineer	Diploma in Structural/Civil Engineering	3 years post qualification	<ul style="list-style-type: none"> • Curriculum Vitae indicating years in the role • Certified copy of the original qualification • Certified copy of the original proof of registration with ECSA
6	Quantity Surveyor	Diploma in Built environment/Construction	3 years post qualification	<ul style="list-style-type: none"> • Curriculum Vitae indicating years in the role • Certified copy of the original qualification



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NO	KEY RESOURCE	MINIMUM QUALIFICATION	MINIMUM EXPERIENCE	PROOF OF EVIDENCE (POE)
				<ul style="list-style-type: none"> • Certified copy of the original proof of registration with SACQS
7	Electrician	Trade test certificate and wireman's licence	3 years post qualification	<ul style="list-style-type: none"> • Curriculum Vitae indicating years in the role • Certified copy of the original qualification • Certified copy of the original proof of registration with the Dept of Labour

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

17.5. Stage 1D: Administrative Compliance

Tenderers are required to fully complete, sign and submit all Standard Bidding Documents (SBD) as stated below. Non-compliance will not result in the bidder being disqualified.

- SBD 1 - Invitation to bid
- SBD 4 - Bidder's Disclosure form
- SBD 6.1 - Preference Points Claim form
- Valid Tax compliance status pin
- Proof of registration with Central Supplier Database
- Company CIPC registration documents
- Company profile

17.6. Stage 1E: Functionality / Technical Evaluation

Any bidder who does not meet the minimum threshold of 70 points will be eliminated and will not be considered for the next stage of evaluation which is Price and Preference Point System.

TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
Important notes to the bidder: <ul style="list-style-type: none"> • The tender will be evaluated in three (3) sections. 	



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TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
<ul style="list-style-type: none"> • Each of the three sections has an individual score. • The three sections give a total of 100 points. • The three sections are as follows: <ul style="list-style-type: none"> ○ Section 1: Experience of the service provider with a total score of 40 points ○ Section 2: Quality of the bidder's proposal with a total score of 50 points. <p>The sub-sections are as follow:</p> <ul style="list-style-type: none"> ▪ Section 2.1: Approach and methodology with a score of 20 points ▪ Section 2.2: Timelines and governance with a total score of 15 points ▪ Section 2.3: Allocation of human resources for each of the activities and deliverables with a score of 15 points ○ Section 3: Training/Skills Transfer Plan with a total score of 10 points. 	
<p align="center">SECTION 1: EXPERIENCE OF THE BIDDER</p>	40
<p>Important notes to the bidder:</p> <ol style="list-style-type: none"> 1. Appointment and reference letters must be aligned to similar works, which have been successfully concluded in the previous years or currently active. 2. The Appointment Letter/ Contract / Purchase Order accompanied by a corresponding Reference Letter must be on an official letterhead of the company for which the work was done and must be signed, dated and clearly specify the date that the scope of work was conducted. 3. The maximum points a bidder can score in this section is 40 points <p><i>In cases where a project was undertaken in a subcontracting arrangement, an Appointment Letter Contract or Purchase Order of a subcontractor or 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.</i></p> <p>NB: Reference letters must be aligned to the following aspects:</p> <ol style="list-style-type: none"> a) <i>Property Verification - desktop and physical.</i> b) <i>Compilation and regular updating of the Immovable Asset and Inventory Register throughout the property cycle acquisition, development and disposal - recording and tracking property movements/stages.</i> c) <i>Property Valuation - historical, municipal and market, spatial location information.</i> 	



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TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
<p>d) <i>Property Condition and Impairment assessment.</i></p>	
<p>a) Property Verification – desktop and physical</p> <ul style="list-style-type: none"> • 2 x appointment letters and corresponding reference letters = 10 Points • 1 x appointment letter and corresponding reference letter = 5 Points • Non submission / Irrelevant experience = 0 Points 	
<p>b) Compilation of the Immovable Asset and Inventory Register - recording and tracking property movements/stages/Financials and Non-Financials)</p> <ul style="list-style-type: none"> • 2 x appointment letters and corresponding reference letters = 10 Points • 1 x appointment letter and corresponding reference letter = 5 Points • Non submission / Irrelevant experience = 0 Points 	
<p>c) Property Valuation - historical, municipal, market and spatial location information</p> <ul style="list-style-type: none"> • 2 x appointment letters and corresponding reference letters = 10 Points • 1 x appointment letter and corresponding reference letter = 5 Points • Non submission / Irrelevant experience = 0 Point 	
<p>d) Property Condition and Impairment assessment</p> <ul style="list-style-type: none"> • 2 x appointment letters and corresponding reference letters = 10 Points • 1 x appointment letter and corresponding reference letter = 5 Points • Non submission / Irrelevant experience = 0 Points 	
SECTION 2: QUALITY OF THE BIDDER’S PROPOSAL	
<p>Important notes to the bidder: The quality of the bidder’s proposal will focus on the following aspects: 1) The proposed approach and methodology are <i>detailed, clearly articulated, comprehensive and fully aligned to the scope of work, including expected deliverables</i> = 20 Points</p>	50



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TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
2) The proposed approach and methodology <i>meet the timelines</i> proposed by the Department = 15 Points 3) The proposed approach and methodology address the <i>allocation of resources</i> to deliver on the scope of work including the expected deliverables = 15 Points 4) The maximum points a bidder can score in this Section is 50 points	
Section 2.1: Approach & Methodology	
Important notes to the bidder:	
1. This sub-section will focus on how the bidder will approach the scope of work, that is, who will do what by when? How will the proposed methodology achieve the scope of work and the expected deliverables and outputs? 2. 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. 3. The maximum points a bidder can score in this sub-section is 20 points 4. The methodology must address the following 4 objectives: (i) <i>Property Verification - desktop and physical</i> (ii) <i>Compilation and regular updating of the Immovable Asset Register and Inventory Register throughout the property cycle acquisition, development and disposal - recording and tracking property movements/stages</i> (iii) <i>Property Condition and Impairment assessment</i> (iv) <i>Property Valuation - historical, municipal, market and spatial location information</i>	
<ul style="list-style-type: none"> • An approach and methodology that meets all 4 of the above objectives = 20 points • An approach and methodology that meets 3 of the above objectives = 15 points • An approach and methodology that meets 2 of the above objectives = 10 points • An approach and methodology that meets only 1 of the above objectives = 05 points • Non submission or meets none of the approach and methodology objectives = 0 Points 	
Section 2.2: Timelines	
Important notes to the bidder:	



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TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
<p>The bid document must outline the proposed timelines that indicate how the bidder will deliver the scope of works from cradle to grave.</p> <ol style="list-style-type: none"> 1. This sub-section will focus on how the scope of work and the expected deliverables and outputs will be achieved within the timelines envisaged by the Department. 2. The bid submission must include clear and detailed timelines that present 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. 3. The maximum points a bidder can score in this sub-section is 15 points 4. The expected deliverables must be met within the timelines, as indicated below: <ol style="list-style-type: none"> (i) <i>Property Verification - desktop and physical within the estimated timelines of 6 – 12 months</i> (ii) <i>Compilation and regular updating of the Immovable Asset Register and Inventory Register throughout the property cycle acquisition, development and disposal - recording and tracking property movements/stage/Financial/non-Financial within the estimated timelines of 6 – 36 months</i> (iii) <i>Annual Property Condition and Impairment assessment within the estimated timelines of 36 months</i> (iv) <i>Annual Property Valuation - historical, municipal, market and spatial location information within the estimated timelines of 36 months.</i> 	
<ul style="list-style-type: none"> • Timelines that meet all 4 of the above deliverables = 15 points • Timelines that meet 3 of the above deliverables = 10 points • Timelines that meet 2 of the above deliverables = 08 points • Timelines that meet only 1 of the above deliverables = 05 points • No presentation of timelines or presentation of timelines not alignment to the timelines envisaged by the Department = 0 points 	
Section 2.3: Allocation of Human Resources	
<p>Important notes to the bidder:</p> <p>The bid document must outline the proposed allocation of human resources that indicates how the bidder will deliver the scope of work from cradle to grave. The proposed allocation of human resources must include:</p>	



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TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
<ol style="list-style-type: none"> 1. This sub-section will focus on how the proposed allocation of human resources will achieve the scope of work and the expected deliverables and outputs? 2. The bid submission must include a clear and detailed allocation of human resources 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 and the evaluation criteria. 3. The maximum points a bidder can score in this sub-section is 15 points. 4. The allocation of human resources plan must address how the team will be assigned to activities with clear deliverables as indicated below: <ol style="list-style-type: none"> 1. Town Planner - verifying and confirming spatial existence and location of properties. 2. Property Valuer – Property valuation/impairment assessment. 3. Financial Managers – Financial disclosures/implement impairment assessment. 4. Project Manager – Managing the processes/personnel involved in the compilation and updating of the Immovable Asset Register and Inventory Register 5. Structural Engineer – detailed condition assessment of properties 6. Quantity Surveyor – costing (BOQ) 7. Electrician – electrical condition assessment and COC's 	
<ul style="list-style-type: none"> • Allocation of Human resources for all 7 professionals = 15 points • Allocation of Human resources for 6 professionals = 10 points • Allocation of Human resources for 5 professionals = 08 points • Allocation of Human resources for 4 professionals = 05 points • Allocation of Human resources for 3 professionals = 03 points • Allocation of Human resources for 2 or less professionals = 0 points 	
SECTION 3: TRAINING / SKILLS TRANSFER PLAN	
<p>Important notes to the bidder:</p> <ol style="list-style-type: none"> 1. This sub-section will focus on how the bidder will approach the scope of work, that is, training plan that will be allocated. 2. The proposed Skills Transfer Plan must present well-defined training offerings, activities, training and timeframes 3. The Training/Skills Transfer Plan must present the following: <ol style="list-style-type: none"> (i) <i>Well-defined training offerings</i> 	10



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TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
(ii) Training activities (iii) Training timeframes 4. The maximum points a bidder can score in this sub-section is 10 points	
Detailed training/skills transfer plan addressing all 3 activities = 10 points <ul style="list-style-type: none"> • Detailed training/skills transfer plan addressing only 2 activities = 05 points • Detailed training/skills transfer plan addressing only 1 activity = 0 points 	
TOTAL POINTS	100
MINIMUM THRESHOLD	70

17.7. Stage 2: Price and Preference Point System

This stage of the evaluation is based on the Price and Preference Point System, in terms of Regulation 6.(1) and 6.(2) or Regulation 7.(1) and 7.(2) of the Preferential Procurement Regulations, 2017. Tenderers should note 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; where 20 or 10 Points are allocated for Preference and 80 or 90 Points for Price only. The contract will be awarded in terms of Preferential Procurement Policy Framework Act, (Act 5 of 2000) and the Black Empowerment Act (Act 53 of 2003).

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0



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- **NB:** A valid B-BBEE Certificate (in case of JV/Consortium a consolidated B-BBEE certificate) issued by a SANAS accredited verification agency or an original or certified copy of a valid Sworn Affidavit in the case of an Emerging Micro Enterprise (EME) and/or Qualifying Small Enterprises (QSE).
- Refer to paragraph 17.2 of this document for further clarification on **B-BBEE STATUS LEVEL REQUIREMENTS**.

18. BRIEFING SESSION

There will be a **non-compulsory briefing session** for this tender. Briefing session will be conducted through Microsoft teams. For all bidders who are interested to attend the briefing session kindly note that the link is in the e-tender portal. Alternatively, you can request a link by sending your request to Nkele.Maleka@gauteng.gov.za and Mbuso.Mazibuko@gauteng.gov.za on or before 16 November 2022.

Details of the briefing session are as follows:

Briefing Session Date: 18th November 2022 @13h00

19. SECURITY SCREENING

The service provider shall be subjected to security screening, and therefore should provide Identity Documents and Curriculum Vitae (CVs) and any other requirement for key members on the team, to the Department Security Risk Management for security vetting. The documents should be submitted with the bids.

20. PROJECT DURATION

The project duration will be for a period of thirty-six (36) months.

21. 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 completion of each milestone an invoice can be submitted for work completed and POE provided. 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 compulsory 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)

22. FORMAT AND SUBMISSION OF BID

All submissions must be one hard copy. The proposals must be submitted in one sealed envelope containing the proposal (technical response) and the pricing schedule. The submissions must be clearly marked with the description and the RFP number and submitted at 11 Diagonal Street, 6th floor, Newtown, Johannesburg (security). The bidder must ensure that they provide submissions that are packaged professionally, i.e., document paginated and indexed.

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

23. ENQUIRIES

All enquiries related to the content of the Terms of Reference may be directed in writing for attention to Ms Mpho Mamashela @ Mpho.Mamashela@gauteng.gov.za

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

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

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

RETURNABLE DOCUMENTS	
STAGE 1A: PRE-QUALIFICATION FOR PREFERENTIAL PROCUREMENT	
1.	Proof of B-BBEE status level contributor (Level 1 – 4)
STAGE 1B: SUBCONTRACTING AS CONDITION OF TENDER	



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RETURNABLE DOCUMENTS	
2.	Proof of Sub-Contracting
	<ul style="list-style-type: none"> Written consent and/or agreement signed by all party representatives Subcontractor Proof of registration with Central Supplier Database (CSD), including other supporting evidence listed under paragraph 17.3 Summary of the subcontracting arrangements (Annexure B)
STAGE 1C: MANDATORY COMPLIANCE	
3.	Submission of a joint venture/consortium agreement signed by all parties to the agreement with a consolidated B-BBEE Certificate issued by an agency accredited by SANAS (if applicable).
4.	SBD 3.3 - Pricing Schedule (Professional Services)
5.	Proof of Evidence for Key Personnel, as per the table under paragraph 17.4
STAGE 1D: ADMINISTRATIVE COMPLIANCE	
6.	SBD 1 - Invitation to Bid
7.	SBD 4 - Bidder's Disclosure Form
8.	SBD 6.1 - Preference Points Claim Form
9.	Valid Tax compliance status pin
10.	Proof of registration with Central Supplier Database
11.	Company CIPC registration documents
12.	Company Profile



SPECIAL CONDITIONS OF CONTRACT

PROJECT NAME	IMMOVABLE ASSET AND INVENTORY REGISTER
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO COMPILE A COMPREHENSIVE IMMOVABLE ASSET REGISTER AND AN INVENTORY REGISTER FOR THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS
CLOSING DATE	07 DECEMBER 2022
CLOSING TIME	11H00
VALIDITY PERIOD	120 DAYS

1. EVALUATION

The evaluation of bids will be done in terms of the PFMA, the GDHS Supply Chain Policy Bid Evaluation Charter and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential Procurement Regulations, 2017.

The evaluation of bids will be done in two stages as follows: pre-qualifying criteria, Sub-contracting as a condition of tender, Mandatory, Administrative Compliance and Functionality. During the functionality evaluation stages, bids that do not meet the minimum threshold for functionality will be disqualified and will not be considered for price and preference points evaluation.

2. B-BBEE

Bidders are required to submit proof of B-BBEE Status Level of contributor. Proof includes valid B-BBEE Status Level Verification Certificates or a valid Sworn Affidavit together with their tenders to substantiate their B-BBEE rating claims.

Calculation of points for B-BBEE status level contributor

Points will be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below:



Depending on the value of the project, either 80/20- or 90/10-point system would apply.

Table 1

B-BBEE Status Level of Contributor	Number of points (80/20 and 90/10 system)
1	20/10
2	18/9
3	14/6
4	12/5
5	8/4
6	6/3
7	4/2
8	2/1
Non-compliant contributor	0

3. CENTRAL SUPPLIER DATABASE REGISTRATION

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

4. COMPLETION OF SBD DOCUMENTS

Bidders are required to complete SBD 1, SBD3.3, SBD 4 and SBD 6.1.

ENQUIRIES

All enquiries related to the content of the Terms of Reference may be directed in writing for attention to Ms Mpho Mamashela @ Mpho.Mamashela@gauteng.gov.za

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



GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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



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TABLE OF CLAUSES

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



General Conditions of Contract

1. Definitions

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



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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.



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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



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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



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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.



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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;



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

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

14. Spare parts

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

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

15. Warranty

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

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



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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 fulfilment 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



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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 cancelling 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



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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

23.1 The purchaser, without prejudice to any other remedy for breach of **for default** 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-



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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



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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 wilful 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 a possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.



33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998

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