



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

DEPARTMENT	DEPARTMENT OF HUMAN SETTLEMENTS
TENDER DESCRIPTION	ESTABLISHMENT OF A PRE-APPROVED LIST OF SERVICE PROVIDERS FOR THE PROTECTION, SURVEILLANCE AND PREVENTION OF UNLAWFUL OCCUPATIONS AND REMOVAL OF ILLEGALLY CONSTRUCTED STRUCTURES ON LAND AND BUILDINGS OWNED BY THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS
TENDER NUMBER	HLA 4/2/4-2022/01

BRIEFING SESSSION	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	SESSION COMPULSORY	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
BRIEFING	VENUE	MICROSOFT TEAMS	TIME	11H00	
	DATE	28 th OCTOBER 2022			

CLOSING DATE	14 NOVEMBER 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 4/2/4-2022/01	Establishment of a pre-approved list of service providers for the protection, surveillance and prevention of unlawful occupations and removal of illegally constructed structures on land and buildings owned by the Gauteng Department of Human Settlements for a period of thirty-six (36) months.	<p>There will be a Compulsory Briefing Session on Microsoft Teams on the 28th October 2022 @ 11h00.</p> <p>Bidders who are interested in applying for this tender must send in an application to the following email address infogdhus.tenders@gauteng.gov.za and copy Thinandavha.Mudau@gauteng.gov.za and Nkele.Maleka@gauteng.gov.za for Microsoft teams invite for application for the briefing session by the 26th October 2022.</p>	<p>Date: 14 November 2022 Venue: Department of Human Settlements 11 Diagonal Street 6th Floor Reception Newtown, Johannesburg 2107</p>

B-BBEE points to be used for implementation of the panel

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 **24th October 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 6th Floor Reception Department of Human Settlements ,11 Diagonal Street, Newtown, Johannesburg, 2107 no later than 11:00 on or before the relevant stipulated date above.

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



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: _____



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 ESTABLISHMENT OF A PRE-APPROVED LIST OF SERVICE PROVIDERS FOR THE PROTECTION, SURVEILLANCE AND PREVENTION OF UNLAWFUL OCCUPATIONS AND REMOVAL OF ILLEGALLY CONSTRUCTED STRUCTURES ON LAND AND BUILDINGS OWNED BY THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS					
BID NUMBER:	HLA 4/2/4-2022/01	CLOSING DATE: 14 November 2022		CLOSING TIME:	11:00
DESCRIPTION	ESTABLISHMENT OF A PRE-APPROVED LIST OF SERVICE PROVIDERS FOR THE PROTECTION, SURVEILLANCE AND PREVENTION OF UNLAWFUL OCCUPATIONS AND REMOVAL OF ILLEGALLY CONSTRUCTED STRUCTURES ON LAND AND BUILDINGS OWNED BY 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					
6 th Floor Reception					
Newtown, Johannesburg, 2107					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nkele Maleka		CONTACT PERSON	Thinandavha Mudau	
TELEPHONE NUMBER	060 885 2531		TELEPHONE NUMBER	076 480 9566	
E-MAIL ADDRESS	Nkele.Maleka@gauteng.gov.za		E-MAIL ADDRESS	Thinandavha.Mudau@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)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION: 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES/NO

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

Full Name	Identity Number	Name of State institution

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

YES/NO

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

2.2.1 If so, furnish particulars:

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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Signature	Date
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Position	Name of bidder
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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:

SBD 6.1

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

.....

.....



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

FOR THE ESTABLISHMENT OF A PRE-APPROVED LIST OF SERVICE PROVIDERS FOR THE PROTECTION, SURVEILLANCE AND PREVENTION OF UNLAWFUL OCCUPATIONS AND REMOVAL OF ILLEGALLY CONSTRUCTED STRUCTURES ON LAND AND BUILDINGS OWNED BY THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1. PURPOSE

The purpose of this bid is to establish a suitable panel of Service Providers for the protection, surveillance and prevention of unlawful occupations and removal of illegally constructed structures on land and buildings owned by the Gauteng Department of Human Settlements.

2. BACKGROUND AND LEGISLATIVE FRAMEWORK

2.1. Mandate of Department of Human Settlements.

- 2.1.1. The Department's mandate is derived from Chapter 2, the Bill of Rights, Chapters 3 and 6 of the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996). Section 26 in the Bill of Rights guarantees the right to have access to adequate housing. The State is mandated to take steps to achieve the progressive realization of this right.
- 2.1.2. Schedule 4A of the constitution makes the housing function a concurrent national and provincial legislative competence. In this regard, the core functions of the GDHS amongst others include:
 - 2.1.2.1. Developing GPG specific housing development policies that will accelerate provision of houses for all and generally build sustainable communities.
 - 2.1.2.2. Ensuring that the GPG's housing development policies are integrated into the province's short-, medium-, and long-term plans developed by the Gauteng Planning Commission.
 - 2.1.2.3. Developing and implementing programmes and projects that give effect to Gauteng Provincial housing policies and plans; as reflected in its short, medium, and long-term plans; etc.

2.2. Applicable Laws

- 2.2.1. There are three principal statutes that concern themselves with the unlawful invasion of land, namely the Constitution of the Republic of South Africa, 1996, the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act, 1998 (Act No. 19 of 1998), and the Trespass Act, 1959 (Act No. 6 of 1959).
- 2.2.2. The Constitution of the Republic of South Africa, 1996, in section 26(3) provides that: "No one may be evicted from their home, or have their home demolished, without a court order after considering all the relevant circumstances." Section 26(3) further states that— "No legislation may permit arbitrary evictions."
- 2.2.3. The scope of section 26(3) has been widely interpreted however it clearly prevents the demolition of one's home, and one's removal from it. But it also extends to any attenuation or obliteration of the incidents of invasion of land or buildings for residential purposes. The Department in this case is at the forefront of invasions of unoccupied land and buildings, hampering the ability of the Department to meet its constitutional mandate.



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- 2.2.4. Accordingly, it is acknowledged that once a person is in occupation of his or her “home”, a court order is required not only to remove him or her from it, but also not to interfere in any way with his or her use or enjoyment of the land or building for residential purposes.
- 2.2.5. In mitigating against the occurrence of these illegal occupations of land and buildings it is deemed important that the Department assumes a proactive approach in addressing the invasion of land and buildings through procuring the services of service providers that will not only monitor and secure the Department’s immovable assets and remove illegal occupants where invasions have occurred.
- 2.2.6. The Department, its agencies and its appointed service providers are required to comply with the primary legislation pertaining to land invasion and illegal occupation of property, along with the following pieces of legislation with respect to the scope of work under this panel, however not limited to these and subject to any amendments should any applicable legislation be amended or replaced, which include
- 2.2.6.1. Private Security Industry Regulations Act; Act 56 of 2001
 - 2.2.6.2. Code of Conduct for Security Service Providers, 2003 (Prescribed under the Private Security Industry Regulations act, 2001
 - 2.2.6.3. The Appeal Regulations, 2002 promulgated in 2002
 - 2.2.6.4. Provisions from the Security Officers Act 92 of 1987
 - 2.2.6.5. The Compensation for Occupation Injuries and Diseases Act; Act 103 of 1993
 - 2.2.6.6. The Occupational Health and Safety Act; Act 85 of 1993.
 - 2.2.6.7. The Criminal Procedure Act; Act 51 of 1997
 - 2.2.6.8. The Firearms Control Act; Act 60 of 2000
 - 2.2.6.9. Control and Access to Public Premises and Vehicles Act; Act 53 of 1985
 - 2.2.6.10 Trespass Act, 1959 (Act No. 6 of 1959).
 - 2.2.6.11 The Prevention of Illegal Eviction from and Unlawful Occupation of Land Act, 1998 (Act No. 19 of 1998)
 - 2.2.6.12 Promotion of Administrative Justice Act (PAJA), 2000 (Act 3 of 2000)
 - 2.2.6.13 Information Act, 2000 (Act 2 of 2000)
 - 2.2.6.14 Labour Relations Act, 1995 (Act 66 of 1995)
 - 2.2.6.15 Employment Equity Act, 1998 (Act 55 of 1998)
 - 2.2.6.16 Protection of Information Act, 2013 (Act 4 of 2013)
 - 2.2.6.17 Constitution of the Republic of South Africa, 1996

2.3. Application of the Prevention of Illegal Eviction and Unlawful Occupation of Land

- 2.3.1. The Prevention of Illegal Eviction from and Unlawful Occupation of Land Act, 1998 (Act No. 19 of 1998), provides the fine statutory framework in which this judgment is made. Under the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act, a court may not evict a person from his or her home unless it is just and equitable to do so.
- 2.3.2. The Prevention of Illegal Eviction from and Unlawful Occupation of Land Act accordingly aims to strike a balance between a property owner's common-law right to exclusive use and possession of his or her property, on the one hand, and the needs of people who are driven to occupy land unlawfully because they have nowhere else to go.
- 2.3.3. Property owners are entitled to exclusive use and possession of their property but, where their property is unlawfully occupied by people who would otherwise be homeless, that right is suspended until the state, usually, the local authority, is reasonably able to provide alternative accommodation to the unlawful occupiers.
- 2.3.4. In dealing with illegal occupation of land it is appreciated that where unlawful occupiers have established a home, they may not be removed from that home, or be disturbed in occupation of it, without an order of court. Before the court can grant an eviction order, it must be satisfied that it is just and equitable to evict an unlawful occupier.

2.4. Land and Housing Conundrum

- 2.4.1. The Gauteng Department of Human Settlements has a constitutional mandate to facilitate access to housing, and the promotion of sustainable and liveable neighbourhoods. The sixth political administration governing the Province has enhanced this mandate to also concentrate on urban planning and development. Access to land for human settlements purpose has become an overwhelming issue not only for the government but also for people who need land for housing and settlements purposes.
- 2.4.2. The Department has been overwhelmed with cases of unlawful occupations of land that would have been earmarked for development, unlawful occupation of completed and not yet allocated RDP houses and hostels, mushrooming informal settlements, illegal sale of government-owned land and RDP houses, thus impeding the progress made on fulfilling this constitutional mandate. The land issue, therefore, becomes daunting for the government and the people of the Gauteng City Region.



2.5. The Burgeoning Land and Housing Problem

- 2.5.1. Unlawful occupations of land in Gauteng occur at both private and Government-owned land without distinctions. The other challenge that the provincial government has to deal with is the unlawful occupations of government built full subsidised houses and land parcels.
- 2.5.2. This burgeoning problem turns to lead to community conflicts for those who are opposed to unlawful occupations of open land parcels adjacent to their properties for the fear of devaluation of their properties and the delay in right beneficiaries being allocated BNG houses. The pro-active management of unlawful occupations of land and government-owned buildings tides up well to the GPG Rapid Land Release Programme of conferring land rights to the previously dispossessed individuals of our Province. As a deterrent, the Department needs to find proactive ways of managing these unlawful activities whilst being mindful of the principles of a developmental state.
- 2.5.3. The above are the main contributors and considerations to the delay in housing delivery in Gauteng and continue to be a challenge, especially with the rising issues of unlawful occupation of government-owned land that is earmarked for housing projects. The requirements imposed by the courts on the landowner which includes that the eviction of an unlawful occupier must be “just and equitable”.
- 2.5.4. Over the years the GDHS through several efforts to curb and manage unlawful occupation of land, buildings and commercial property within the inner cities of Gauteng have established that there are criminal syndicates which are exploiting the developing jurisprudence in evictions by shack lording, use of unlawful land occupation for political gain, shack farming which becomes uncontrollable, and general criminals who sell government owned land. As a result of the developments in the legal framework, municipalities assisted by the provincial government are required to provide alternative accommodation to evicted dwellers, which in turn places a huge burden on the government resources in managing and addressing the challenges of land invasions.



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2.5.5. The Department has engaged various interested and affected stakeholders, including law enforcement agencies and Departments at local, provincial and national spheres of government in addressing matters of illegal occupation of land and buildings. Accordingly, there are a number of forums that have been established to actively address and mitigate against the occurrence of illegal invasions, wherein the appointed service providers shall be required to participate on an as-and -when required basis.

2.5.6. In view of the complexities and challenges facing provincial and local government regarding managing and responding to land invasions, a variety of practical approaches and lessons of good practice need to be explored and documented in order to assist practitioners working to prevent the spread and development of new informal settlements in Gauteng.

2.5.7. The GDHS thus seeks to utilise the services of a panel of service providers with different skills set whose combined efforts will assist the Department in ultimately preventing, managing and curbing unlawful occupation of land and buildings in Gauteng.

3. CALL TO SERVICE PROVIDERS AND SCOPE OF WORK

The Gauteng Department of Human Settlements hereby invites suitable and competent service providers to provide the following services relating to proactive protection services of land and buildings owned by the Department: The scope of work comprises of three elements that include security & surveillance of immovable assets.

3.1. Security & Surveillance

3.1.1. Conduct and participate in collaborated tactical surveillance to untangle the web of criminality in unlawful occupation of land.

3.1.2. Constant surveillance of activities around protection of land and buildings owned by the Department.

3.1.3. Monitoring services of completed and not yet allocated houses and serviced sites



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3.1.4 Where necessary, conduct eviction of unlawful occupiers

3.1.5. Undertake routine patrols relating to the allocated areas of responsibility.

3.2. Demolition & relocation

- 3.2.1. The demolition of illegally constructed structures on state-owned land
- 3.2.2. Clearing of the site after demolition and removal of any materials used in the construction of illegal structures on state-owned land
- 3.2.3. **Safely store away items collected from the demolished structures at a storage facility within a 30 Kilometre radius from the invaded area.**
- 3.2.4. Facilitation of the relocation of unlawful occupiers to a temporary housing solution where this has been identified as a requirement or necessity
- 3.2.5. Facilitate the relocation of beneficiaries linked to a project as guided by the Department (where required)
- 3.2.6. As part of the relocation, construct temporary structures for dwelling purposes at the relocation area (As and when required)
- 3.2.7. All properties obtained from the eviction shall be stored for a period of seven (07) days

3.3. Monitoring

- 3.3.1. Through innovative mechanisms to lookout against unlawful occupations of state-owned land and buildings, identify and rapidly respond accordingly to unlawful occupation and erection of illegal structures.
- 3.3.2. Use of advanced technology on what is happening on the ground in real-time through an imagery spatial intelligence mechanism/system.
- 3.3.3. Management of risks related to unlawful occupation of land and buildings and provide advise as and when required.



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3.4. Work Output - Service Provider

- 3.4.1. Tactical surveillance countermeasures for the GDHS-owned land and buildings to untangle the web of criminality in unlawful occupation of land
- 3.4.2. Create and coordinate a rapid response system for the more immediate challenges of unlawful occupation of land.
- 3.4.3. Provide support to the Department in consolidating any and all information for legal processes to be undertaken by the Department
- 3.4.4. Erect signage at a once-off fee warning unlawful occupiers of trespassers being liable for invasion
- 3.4.5. Erecting of a parameter fence after the evictions have been concluded
- 3.4.6. Prevention by the use of warm bodies and routine patrols e.g. Information liaising officers, constant patrols around the area.
- 3.4.7. Routine surveillance with the use of technology and electronic devices including but not limited to the following; cameras (fixed and mobile), drones etc.
- 3.4.8. Through the use of Information Liaison Officers, report to the Department any suspicious actions or unusual occurrences relating to possible unlawful occupations of land or building owned by the Department.
- 3.4.9. Monitor any security threats and risks under the area of control and provide an early warning to facilitate proactive interventions.
- 3.4.10. Generate weekly performance reports to be presented to the Department
- 3.4.11. The Service Provider is responsible for its personnel (supervision, provision of tools of trade and adherence to work ethics) working under the fulfilment of these Terms of Reference.
- 3.4.12. The Department reserves the right to increase or reduce the scope of work and resources assigned for the fulfilment of the Terms of Reference guided by the prevailing risks assessment.
- 3.4.13. The Service Provider shall take responsibility for any personnel employed in relation to these Terms of Reference to familiarise themselves with all



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employment laws of the country and requirements set out by the regulatory body governing the Service Provider.

- 3.4.14. The Service Provider must demonstrate the capacity and capability to work around the clock to ensure the protection of the assigned properties at all times.
- 3.4.15. The Service Provider shall be responsible for supervision and management of all its staff working under these Terms of Reference.
- 3.4.16. The Service Provider shall have a supervisor/site manager responsible for the management of all personnel appointed as part of the Terms of Reference.
- 3.4.17. The Service Provider shall be responsible and liable for the acts and omissions of its employees working under these Terms of Reference while they are acting within the course and scope of their duties and employment even when not on the premises of the Service Provider.
- 3.4.18. All work should be done in line with prescribed standards by the relevant professional body or regulatory body.
- 3.4.19. The Service Provider shall demonstrate the capacity to regularly monitor and provide surveillance of the allocated areas.



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4. TIMEFRAMES

INTERVENTION	TASKS	DELIVERABLE	TIMEFRAME
Security & Surveillance	<ul style="list-style-type: none"> Tactical surveillance countermeasures for the GDHS-owned land and buildings to untangle the web of criminality in unlawful occupation of land Create and coordinate a rapid response system for the more immediate challenges of unlawful occupation of land. 	<ul style="list-style-type: none"> Tactical Surveillance Report Rapid Response system for Land & Building Invasions Report immediately to the Department. 	<ul style="list-style-type: none"> 36 months 24/7
Demolition & relocation	<ul style="list-style-type: none"> Undertake demolitions of unoccupied and incomplete structures when invasions are noted within 48 hours of invasion Undertake demolitions of unoccupied and incomplete structures when court order is attained 	<ul style="list-style-type: none"> Demolitions plan and programme Relocation plan 	<ul style="list-style-type: none"> Response to be within 48 hours for invasions Relocations to take place within 5 days



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INTERVENTION	TASKS	DELIVERABLE	TIMEFRAME
	<ul style="list-style-type: none"> Relocate invaders where authorised through court order 		
Monitoring	<ul style="list-style-type: none"> Routine surveillance with the use of technology and electronic devices including but not limited to the following; cameras (fixed and mobile), drones etc. The fixed cameras should be able to cover 150 meters distance during the day and at least 80 meters at night and should be water and dust resistant. 	<ul style="list-style-type: none"> Surveillance reports with imagery 	<ul style="list-style-type: none"> 36 Months 24/7



5. GENERAL REQUIREMENTS

- 5.1. Registration Certificate of the Service Provider issued by the relevant regulatory or professional body in line with the requirements of the Evaluation Criteria in section 10.5
- 5.2. Names of personnel, proof of certification and registration compliance with the relevant body shall be given to the Department prior to commencement of the contract to confirm compliance with the requirements as stipulated by the prescribed regulatory body.
- 5.3. The Service Provider shall be responsible to ensure that all personnel are in compliance with stipulated requirements of the prescribed regulatory body.
- 5.4. Where there is a change of personnel the Service Provider shall inform the Department and submit the replacement names for the same as in the exercise above
- 5.5. It is expected that the number of personnel who would be assigned in fulfilling these Terms of Reference will be given as in good faith by the Service Provider.
- 5.6. All Service Providers must have the necessary tools of trade relevant and necessary to do the work under these Terms of Reference.
- 5.7. For the purpose of local buy-in and instil community confidence, where the Service Provider is deployed, it should be able to draw workforce from the local community through the Department. The Department shall have the right and authority to participate in the employment of Information Liaison Officers by the Service Providers, should it be deemed necessary
- 5.8. The Service Provider would be expected to work with state law enforcement agencies and other service providers linked to the prevention and management of unlawful occupations of land and buildings.
- 5.9. The service provider shall be required to have a public liability of a minimum of R10 million
- 5.10. The service provider will be subjected to fixed rates in terms of travel, storage, labour linked to both PSIRA and Department of Transport rates

6. ROLES AND RESPONSIBILITIES OF SERVICE PROVIDER(S)

- 6.1 The Service Provider shall ensure that all personnel are able to perform and be in compliance with the following:
- 6.1.1 All employed personnel as part of these Terms of Reference must be duly trained, have the relevant/prescribed accreditation from the relevant regulatory/professional body enabling them to perform the required work as per the applicable laws of the Republic of South Africa.



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6.1.2. At all times and in the execution of their duties, conduct themselves in a manner that will not prejudice the name of the Department.

6.1.3. All personnel shall familiarise themselves with the laws, rules and code of practice governing their sector and in support of the fulfilment of these Terms of Reference.

6.1.4. Perform functions that will contribute to the minimised risks of land or buildings being unlawfully occupied.

6.1.5. Perform functions that will contribute to the minimised risks of any illegal activities happening on the land and buildings owned by the government.

6.1.6. Generate weekly/monthly/quarterly/annual performance reports to be presented to the Department.

6.1.7 Service provider shall be responsible and liable for the actions undertaken by its employees, officers etc.

7. ROLES AND RESPONSIBILITIES OF THE DEPARTMENT

- 7.1.** The Department reserves the right to appoint more than one company in execution of the Terms of Reference.
- 7.2.** The Department reserves the right to move the Service Provider from their regular/allocated area permanently or for a specific period to deal with identified risks/threats of unlawful occupations. (The cost involved will be addressed in the RFQ (Request for Quotation))
- 7.3.** The Department shall have the right and authority to participate in the employment of Information Liaison Officers by the Service Providers (through a security background check) who will serve in feeding information on any possible identified risks of unlawful occupations of land and properties belonging to the government
- 7.4.** The Department will not be held responsible for any malicious actions undertaken by the appointed service provider in undertaking the protection of land and buildings.
- 7.5.** The Department to provide bidders with the special conditions of the contract when conducting evictions.

8. CONDITIONS OF APPOINTMENT

- 8.1.** All companies enlisted under the Panel of Service Providers shall:
 - 8.1.1.** Be included in the panel for service providers for a period of 36 months.
 - 8.1.2.** Participate in a competitive bidding process where services are required by Department
 - 8.1.3.** Demonstrate the use of innovation on proactive management of unlawful occupations of land and buildings.



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- 8.1.4. As part of the performance appraisal, submit a Portfolio of Evidence (PoE) for the services rendered (the PoE shall be in the form of reports, pictures/images or videos in the format agreed with the Department).
- 8.1.5. Upon appointment for a particular scope of work, service providers will enter into contracts with the Department prior to commencing work. Any work rendered outside of the contract shall be deemed unauthorised and the Department shall not be liable for such services rendered
- 8.1.6. Each Service Provider is expected to confirm all processes with the Department as a primary client.
- 8.1.7. The Service Provider will be expected to complete all work assigned in line with the contractual obligations as per the scope of work issued.
- 8.1.8. Service providers shall adhere to doing all assigned work within acceptable ethical working practices that is human and within the confinements of the laws of the Republic of South Africa and all rules and regulations governing the workspace of the service provider in fulfilment of these Terms of Reference.
- 8.1.9. The quality of work submitted will be approved by the Department before any payment could be processed.

9. SUBMISSION

- 9.1. Proposals shall be submitted in hard copy to the physical address provided;
- 9.2. Proposals should be clearly marked as "Establishment of a pre-approved list of service providers for the protection, surveillance and prevention of unlawful occupations and removal of illegally constructed structures on land and buildings owned by the Gauteng Department of Human Settlements".
- 9.3. Submissions must be received before closing date and time, no late submissions shall be accepted

10. FUNCTIONALITY

- 10.1. The capacity of the bidding Service Provider and its strength in performing the task in line with these Terms of Reference. This shall include but not limited to:
 - 10.1.1. Administration capacity for reporting purpose
 - 10.1.2. Appointed service providers shall be required to demonstrate sufficient capacity to employ additional labour (where necessary) and commence work with no hindrances.
 - 10.1.3. Access to and acquisition of tools of trade for the proper execution of these Terms of Reference
 - 10.1.4. Use of the tools of trade, innovation, skills and competencies of both the company and the personnel working under the Terms of Reference



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- 10.1.5. Service providers shall be required to demonstrate the capacity to monitor on a frequent basis and maximise the use of satellite and/or GIS aerial imagery that provides at least weekly observation reports
- 10.1.6. Demonstration of deployment of resources, use of technology and innovation
- 10.1.7. Demonstrated competency, experience and understanding of project requirements;
- 10.1.8. Understanding clarity and comprehensiveness of the proposal;
- 10.1.9. Reference checks;

11. EVALUATION METHODOLOGY

- 11.1. 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.
- 11.2. The evaluation of bids will be done in three stages as follows: Pre-qualifying criteria, Mandatory Compliance, Administrative Compliance, Functionality and Site Visit. During the functionality and site evaluation stages, bids that do not meet the minimum threshold for functionality will be disqualified.
 - 11.2.1. Stage 1A: Pre-qualification criteria
 - 11.2.2. Stage 1B: Mandatory Compliance
 - 11.2.3. Stage 1C: Administrative compliance
 - 11.2.4. Stage 2: Functionality
 - 11.2.5. Stage 3: Site Visits

11.3. **Stage 1A: Pre-qualification criteria**

- 11.3.1. The Department has decided to apply pre-qualification criteria to advance designated groups. The following criteria will be applied to this tender with the specific conditions that interested bidders can respond to with the following requirements:
 - 11.3.1.1. A tenderer must be between levels 1 to 4 as a B-BBEE status level contributor, AND
 - 11.3.1.2. A tenderer must be an Exempted Micro Enterprise or Qualifying Small Enterprise (EME/QSE).

Based on the above bidders are required to submit the following documents together with their bids:

- 11.3.2. Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes valid B-BBEE Status Level Verification Certificates together with their tenders to substantiate their B-BBEE rating claims.
- 11.3.3. Tenderers who qualify as Exempted Micro Enterprises (EME) must submit 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 valid B-BBEE Certificate for Exempted Micro Enterprises issued by the Companies & Intellectual Property Commission (CIPC) on



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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.)

- 11.3.4. In the case of Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black-owned, then no B-BBEE Certificate is required as 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 will suffice. If the QSE is less than 51% black-owned, then the bidding entity will be required to provide a valid B-BBEE Certificate (issued by an agency accredited by SANAS)
- 11.3.5. Only B-BBEE Status Level Verification Certificates issued by agencies accredited by SANAS will be accepted.
- 11.3.6. In case of a consortium or joint venture, all bidders must submit a valid consolidated B-BBEE Status Level Verification Certificate issued by an agency accredited by SANAS will be accepted. Sworn Affidavit for a consortium or Joint Venture will NOT be allowed.

NB: Note that a sworn affidavit as explained above is to be signed by a commissioner of oath on the same date as the deponent.

NB: Bidders who do not comply with the pre-qualification criteria will be disqualified from further evaluation.

11.4. Stage 1B: Mandatory Compliance

- 11.4.1. Bidders must fully complete and submit all mandatory returnable documents for compliance, failing which they will be disqualified from further evaluation.
- 11.4.1.1. Originally certified copy of a valid Compliance Certificate with Unemployment Insurance Fund (UIF)
- 11.4.1.2. Originally certified copy of a valid Compensation of Injury Diseases Act (COIDA)
- 11.4.1.3. Originally certified copy of a valid Company Registration and Director with PSIRA;
- 11.4.1.4. Originally certified copy of a valid certificate from Provident Fund,
- 11.4.1.5. A valid Letter of Good Standing from PSIRA
- 11.4.1.6. Professional indemnity cover from an insurance company must be submitted. The minimum cover must be R10 million.
- 11.4.1.7. Originally certified copy of Air service License
- 11.4.1.8. Originally certified copy of Remote License Pilots and ratings
- 11.4.1.9. Originally certified copy of RPAS letter of approval from the Director of SACAA
- 11.4.1.10. Originally certified copy of Certification of Registration of RPAS
- 11.4.1.11. Originally certified copy of a valid Remotely Pilot Aircraft (RPAS) Operational certificate with the following approvals:
- ✓ Day and Night operations
 - ✓ Operations within a controlled airspace
 - ✓ Beyond visual line of sight (BVLOS)
 - ✓ Fly over a group of people, roads and national key points

NB: The certification of documents must not be older than 6 months from date of closing of tender.

In addition to the above, the following must be submitted:

- A valid agreement in the case of a Consortium or Joint-Venture signed by all party representatives. Document should be in full and indicate the leading partner and proposed revenue split;



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- A R 10 million minimum insurance cover that must be valid at the date of tender closure. Bidder must submit a full policy document for cover not below R10 million (Cover should include but not limited to loss of asset, Injuries of employees, theft)
- In the case of a Consortium or Joint-Venture submit R 10 million minimum professional indemnity insurance cover of the leading partner from an insurance company for cover not below R10 million (Cover should include but not limited to loss of asset, Injuries of employees, theft)

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

11.5. Stage 1C: Administrative Compliance

Administrative compliance comprises of checking if bidders have complied with the requirements as listed below:

- Complete, sign and submit all compulsory (Standard Bidding Documents) SBD documents, i.e.
 - SBD 1- Invitation to bid;
 - SBD 4- Bidder's Disclosure
 - SBD 6.1 – Preference point claim form
- Tax compliance status pin
- Proof of registration with Central Supplier Database
- Company CIPC registration documents
- Company profile
- Bidders are required to submit the soft copy of their Bids in a PDF format on a USB together with their manual documents (submissions via email will not be accepted).

11.6. Stage 2: Functionality Assessment

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 Mandatory Site Visits.

TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
Important notes to the bidder: <ul style="list-style-type: none"> • The tender will be evaluated in four (4) sections. • Each of the four sections has an individual score. • The four sections give a total of 100 points. • The four sections are as follows: <ul style="list-style-type: none"> ◦ Section 1: Experience of the service provider with a total score of 20 points ◦ Section 2: Experience of key personnel with a total score of 20 points ◦ Section 3: Capacity for plant/resources/equipment with a total score of 20 points 	



TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
<p>Section 4: Quality of the bidder's proposal with a total score of 40 points. This section has sub-sections as follows:</p> <ul style="list-style-type: none"> Section 4.1: Approach and methodology with a score of 20 points Section 4.2: Timelines and governance with a total score of 10 points Section 4.3: Allocation of human resources for each of the activities and deliverables with a score of 10 points 	
<p>SECTION 1: EXPERIENCE OF THE SERVICE PROVIDER</p>	<p>20</p>
<p>Important notes to the bidder:</p> <ol style="list-style-type: none"> Appointment and references must be aligned to similar works, which have been successfully concluded in the previous years or currently active contracts. The appointment letter/ Contract / Purchase Order must be accompanied by corresponding references (reference letters, recommendation letters, completion certificates, notes of completion), both the corresponding documents must be signed, dated and must be on the official letterhead of the company for which the work was done. The corresponding documents read together must clearly specify the date that the scope of work was conducted. The Tenderer is required to provide details of previous work as contained in the Term of Reference. The maximum points a bidder can score in this section is 20 points <p><i>In cases where a project was undertaken under a subcontracting arrangement, an appointment letter of a subcontractor or contract or Purchase Order accompanied by a corresponding reference letter from the main contractor is to be attached and is compulsory; otherwise, such an appointment letter as a subcontractor will not be considered.</i></p> <p>NB: Reference letters must be aligned to the following aspects as per the scope of work in Section 3:</p> <ol style="list-style-type: none"> Security and Surveillance Demolition and Relocation Monitoring 	
<p>a) Security and Surveillance</p> <ul style="list-style-type: none"> 2 x appointment letters and corresponding reference letters = 05 Points 1 x appointment letter and corresponding reference letter = 03 Points Non submission / Letters that do not meet the set criteria/ Appointment letter/ Contract / Purchase Order not accompanied by corresponding references = 0 Points 	
<p>b) Demolition and Relocation</p>	



TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
<ul style="list-style-type: none"> • 2 x appointment letters and corresponding reference letters = 05 Points • 1 x appointment letter and corresponding reference letter = 03 Points • Non submission / Letters that do not meet the set criteria/ Appointment letter/ Contract / Purchase Order not accompanied by corresponding references = 0 Points 	
<p>c) Monitoring</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 = 05 Points • Non submission / Letters that do not meet the set criteria/ Appointment letter/ Contract / Purchase Order not accompanied by corresponding references = 0 Points 	
SECTION 2: EXPERIENCE OF KEY PERSONNEL	20
<p>Important note for the bidder:</p> <ol style="list-style-type: none"> 1) It is mandatory for the bidder to have key personnel in their team qualified in all areas of discipline groupings as stated below or the bidder will receive 0 points. 2) Thus, the key personnel must consist of collective expertise and qualifications in all areas measured or considered below. 3) Points will only be allocated once the bidder has demonstrated in the submission that the team has collective expertise and qualifications in the required area of discipline. 4) Points will be allocated per member of the team; thus, every area of specialty must be represented by a member in the team. No member will be measured twice in different specialties. 5) The project team must as a minimum consist of a Project Manager, Security Tactical Officer, Information Technologist, Site Manager and a minimum of 20 Security Officers. 6) The personnel as listed may not be changed for the project duration without notice to the Department. A detailed CV which clearly states the role of the personnel during the duration of the project, including originally certified copies of relevant qualifications and all other industry recognised certificates which certification is not older than 06 months for each of the human resources allocated to this project must be attached to the bidder's proposal. Together with the qualification's certificates, the bidder must submit CV that have contactable references, clearly stipulating the number of years of experience, failure to which points would not be allocated. 7) The following key personnel with a minimum of 3 years working experience. The following key personnel are a requirement: <p>NB: Bidders must submit SAQA verification certificates for foreign qualification</p>	



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TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
<ol style="list-style-type: none"> 1. <i>Project Manager (05 points)</i> 2. <i>Security tactical Officer (04 points)</i> 3. <i>Information Technologist (03 points)</i> 4. <i>Site Manager – PSIRA Grade A / B (03 points)</i> 5. <i>20 x PSIRA Grade C Security Officers (05 points)</i> <p>The maximum points a bidder can score in this section is 20 points.</p> <p>EXPERIENCE AND QUALIFICATIONS:</p> <ol style="list-style-type: none"> 1. <i>Project Manager – A minimum Diploma in Project Management</i> <ul style="list-style-type: none"> • <i>3 or more years’ experience (05 points)</i> • <i>Irrelevant Experience/ Less than 3 years’ experience (0 Point)</i> 2. <i>Security Tactical Officer – A minimum of Diploma in Security Management – three-year qualification + PSIRA Grade A/B</i> <ul style="list-style-type: none"> • <i>3 or more years’ experience (04 points)</i> • <i>Irrelevant Experience/ Less than 3 years’ experience (0 Point)</i> 3. <i>Information Technologist – A minimum Diploma in Information Communication Technology - three-year qualification</i> <ul style="list-style-type: none"> • <i>3 years and more experience (03 points)</i> • <i>Irrelevant Experience/ Less than 3 years’ experience (0 Point)</i> 4. <i>Site Manager – A minimum Diploma in Security Management - three-year qualification + PSIRA Grade B</i> <ul style="list-style-type: none"> • <i>3 years and more experience (03 points)</i> • <i>Irrelevant Experience/ Less than 3 years’ experience (0 Point)</i> 5. <i>Minimum 20 Security Officers with a minimum of 3 years relevant experience and PSIRA Grade C.</i> <ul style="list-style-type: none"> • <i>20 Security Officers + 5 or more years (5 points)</i> • <i>20 Security Officers + 3 year to less than 5 years (03 points)</i> • <i>20 Security Officers + Irrelevant Experience / Less than 3 years’ experience (0 Point)</i> <p>N.B Points will be calculated on an average basis for the 20 Security Officers</p>	
SECTION 3: CAPACITY FOR PLANT / RESOURCES / EQUIPMENT	20



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TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
<p>Company has proven capacity to deliver in terms of available resources.</p> <p>NB: Points will only be awarded where the following requirements are fully complied with:</p> <p>For Own vehicles - Submit vehicles registration as proof or vehicle License Documentation – registered under the company name, not a personal/Company Director's vehicle.</p> <p>For Leased vehicles – Submit signed a letter of intent/ commitment to rent/ lease. The documents must be signed by both parties on the lessor' letterhead and accompanied by the lessors' vehicle registration.</p> <p>Availability of a minimum plant/ resources / equipment</p> <ul style="list-style-type: none"> • 1 x Tractor Loader Backhoe (TLB) (05 points) • 1x Tipper Truck (05 points) • 3x Tactical Response Vehicle (05 points) • 3 x Patrol Cars (05 points) 	
SECTION 4: QUALITY OF THE BIDDER'S PROPOSAL	40
<p>Important notes to the bidder:</p> <p>The quality of the bidder's proposal will focus on the following aspects:</p> <ol style="list-style-type: none"> 1) The proposed approach and methodology is detailed and clearly articulated. The approach and methodology is comprehensive and fully aligned to tender terms of reference and scope of work including expected deliverables – (20 Points) 2) The proposed approach and methodology meet the timelines proposed by the Department or the timelines proposed are closely aligned to the Department's expectation – (10 Points) 3) The proposed approach and methodology address the allocation of resources to deliver on the scope of work as proposed by the Department or is closely aligned to the Department's expectation – (10 Points) <p>The maximum points a bidder can score in this Section is 40 points</p>	
Section 3.1: Approach & Methodology	
<p>Important notes to the bidder:</p> <p>The bid document must outline the proposed methodology that indicates how the bidder will deliver the scope of works from cradle to grave. The methodology must include:</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, what will be done and by when? How will the proposed methodology achieve the scope of work and the expected deliverables and outputs? 	



TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
<p>2. The bid submission must include a clear and detailed methodology that presents well-defined activities that have scheduled completion dates with relevant outputs in consideration of the processes determined to be required to deliver on each element of the scope of work. 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.</p> <p>3. The maximum points a bidder can score in this sub-section is 20 points</p> <p>4. The methodology must address the following 3 objectives:</p> <ul style="list-style-type: none"> a. <i>Security and Surveillance</i> b. <i>Demolition and Relocations</i> c. <i>Monitoring</i> 	
<ul style="list-style-type: none"> • An approach and methodology that meets all the above 3 objectives will be given a full score of 20 points 	
<ul style="list-style-type: none"> • An approach and methodology that meets any 2 objectives will be given a full score of 15 points 	
<ul style="list-style-type: none"> • An approach and methodology that meets only 1 objective will be given a full score of 10 points 	
<ul style="list-style-type: none"> • Non submission of the methodology will be given a score of zero (0) Points 	
<p>Section 3.2: Rapid Response Timelines</p>	
<p>Important notes to the bidder:</p> <p>The bid document must outline the proposed timelines that indicates how the bidder responds to the occurrence of land and building invasions noting legislated timeframes for dealing with illegal occupation of land and property. The methodology must include:</p> <ol style="list-style-type: none"> 1. The timeframes the bidder will approach the scope of work, that is, how quick will the bidder respond to the matters and what processes shall be followed to achieve the deliverables as per the scope of work 2. The bid submission must include a clear and detailed timeline 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. 3. The maximum points a bidder can score in this sub-section is 10 points 4. The timelines plan must address how the following 3 objectives will be delivered: <ul style="list-style-type: none"> a. <i>Security and Surveillance</i> b. <i>Demolition and Relocations</i> c. <i>Monitoring</i> 	



TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
<ul style="list-style-type: none"> Timeline that meets all the above 3 objectives will be given a full score of 10 points 	
<ul style="list-style-type: none"> Timeline that meets any 2 objectives will be given a full score of 07 points 	
<ul style="list-style-type: none"> Timeline that meets all the only 1 objective will be given a full score of 04 points 	
<ul style="list-style-type: none"> No presentation of timelines will be given a score of zero (0) points 	
Section 3.3: Allocation of Human Resource	
<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 works from cradle to grave. The proposed allocation of human resources must include:</p> <ol style="list-style-type: none"> This sub-section will focus on how the bidder will allocate resources to the scope of work in alignment with the approach and methodology, that is, who will do what and when? How will the proposed allocation of human resources achieve the scope of work and the expected deliverables and outputs? 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. The maximum points a bidder can score in this sub-section is 10 points. The allocation of human resources plan must address how the following team will be assigned to activities with clear deliverables: <ul style="list-style-type: none"> a) <i>Project Manager</i> b) <i>Security tactical Officer</i> c) <i>Information Technologist</i> d) <i>Site Manager – PSIRA Grade A / B</i> e) <i>20 x PSIRA Grade C Security Officers</i> 	
<ul style="list-style-type: none"> Allocation of Human resources that meets all 05 key personnel will be given a full score of 10 points 	
<ul style="list-style-type: none"> Allocation of Human resources that meets a minimum of 04 key personnel will be given a full score of 08 points 	
<ul style="list-style-type: none"> Allocation of Human resources that meets a minimum of 03 key personnel will be given a full score of 06 points 	



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TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
<ul style="list-style-type: none"> Allocation of Human resources that meets a minimum of 02 key personnel will be given a full score of 04 points 	
<ul style="list-style-type: none"> Allocation of Human resources that meets a minimum of 01 key personnel will be given a full score of 02 points 	
<ul style="list-style-type: none"> Allocation of Human resources that meets 01 will be given a score of zero (0) point 	
TOTAL POINTS	100
MINIMUM THRESHOLD	70

11.7. Stage 3: Mandatory Site Visits

No points are allocated for any presentations that would be at the sites during the site visit evaluation.

Site visits only for the purpose of verification of plant, resources and equipment as stated below.

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

Resources to be used daily as per specification	Total point allocated
<p><u>Availability of a minimum plant/ resources / equipment</u></p> <ul style="list-style-type: none"> 1 x Tractor Loader Backhoe (TLB) (05 points) 1 x Tipper Truck (05 points) 3 x Tactical Response Vehicle (05 points) 3 x Patrol vehicles (10 points) 2 x Occurrence book (05 points) 5 x Torches (05 points) 5 x Two-way radios (05 points) 1 x Drones (05 points) 1 x Firearm sand pit (05 points) 10 x Firearms and Licences (05 points) The availability of control room/s that conforms to standard security requirements to monitor alarm activations and dispense the tactical response vehicle/s (10 points) <ul style="list-style-type: none"> Aircon (2 points) Monitoring screens (2 points) Two-way radio (2 points) Toilet (2 points) 	70 Points



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<ul style="list-style-type: none"> ○ Access Control (2 points) • Availability of Uniform for all seasons (Summer and Winter, including combat uniform, Personnel Protective Clothing and Corporate uniform to be displayed) (05 Points) <p><i>NB: Proposed Vehicles: The vehicles demonstrated on the site visit shall need to match the documents submitted in the technical evaluation. The proposed lessor providing plant at the site visit needs to match with the details of leasing indicated in the technical submission</i></p>	
Documentation - records, procedures on management and control of sites	
<ul style="list-style-type: none"> • Staff personnel files (25 Points) <p>Files to include all documents listed below</p> <ol style="list-style-type: none"> 1) job advert (0.5 points) 2) employment contract (0.5 points) 3) leave forms (0.5 points) 4) salary advice indicating proof of UIF contribution (0.5 points) 5) ID Copies (0.5 points) 6) proof of banking details (0.5 points) 7) proof of physical address (0.5 points) 8) Job description (0.5 points) 9) Disciplinary code of conduct (0.5 points) 10) induction checklist (0.5 points) <p>NB: The personnel Files must be submitted for the key personnel listed below:</p> <ul style="list-style-type: none"> ✓ <i>Project Manager (05 Points)</i> ✓ <i>Security tactical Officer (05 Points)</i> ✓ <i>Information Technologist (05 Points)</i> ✓ <i>Site Manager – PSIRA Grade A / B (05 Points)</i> ✓ <i>10 x PSIRA Grade C Security Officers (05 Points)</i> • Database of additional staff/services on short notice to address short posting due to illness or absenteeism (5 Points) 	30 Points
TOTAL POINTS	100
MINIMUM THRESHOLD	70



12. TIME FRAME

- 12.1. All the work that will be contracted under these Terms of Reference shall be for a period of 36 months from the date of signature by Department's Accounting Officer. Where feasible the breakdown of work into time frames covering the duration of the 36 months.
- 12.2. The Department and the Service Provider shall agree to the terms and conditions, and the date of commencement as stipulated in the contract.

13. DAMAGE

- 13.1. Any damage to any property of the Department whether wilful, accidental or negligently by the Service Provider or its employees shall be repaired by and at a cost of the Service Provider adhering to acceptable standards.
- 13.2. After appointment should any property that is allocated to the service provider for surveillance, security and monitoring belonging to the Department be found damaged or unlawfully occupied, the service provider will bear the financial implications for repairs.

14. LIABILITY

- 14.1. As part of the supporting documents the Service Provider shall demonstrate that it has an up to date insurance/liability cover with a registered insurance broker, with an active policy cover or confirmation letter from the relevant insurance broker to institute the cover.

15. STRIKES

- 15.1. The basic principle of protection and security services is that properties should always be under constant surveillance around the clock
- 15.2. The Service Provider must ensure continuous services even during community protests.

16. STANDARDS OF PRACTICE

- 16.1. In term of these Terms of Reference and any agreements entered into as part of the Terms of Reference the Service Provider and its personnel shall adhere to the stipulated requirements and time frames
- 16.2. For the duration of the contract the Service Provider shall be in compliance with any prescribed rules, regulations and requirements governing the sector which the Service Provider operates
- 16.3. Certified copies of all supporting documents to fulfil these Terms of Reference shall be submitted before commencement of the Contract. Any additional information shall be submitted by the Service Provider when called to do so by the Department



17. REGISTERED OFFICE AND COMMUNICATION

- 17.1. The Service Provider must maintain around the clock operated office during the period of the contract to enable the messages and instructions to be relayed to the field officer on time
- 17.2. The Service Provider must possess any necessary means of effective communication, between personnel at the communication control office, any personnel working on site (where this may be applicable) and the Service Provider's communication control office; between the Department and the Service Provider

18. CONFIDENTIALITY

- 18.1. The Service Provider must ensure that the Department's interest is always served during the period of contract. Recommendations must be based on impartial observations, responsible opinions and pertinent facts.
- 18.2. Any access to information gained by the Service Provider during the duration of the contract must be kept in strict confidence and may not be used without written permission of the Department.

19. APPOINTMENT AND DISCHARGE OF THE SERVICE PROVIDER

The Department reserves the right not to make an appointment in such a case it deems necessary,

Whilst the panel shall be made up of companies the Department deems to be suitably qualified to promote its interests in relation to this project.

The Department shall have the right to cancel the contract where it deems that its interest is not well served and serviced by the contract or the Service Provider.

20. CONCLUSION

- 20.1. Any work done under these Terms of Reference would be assumed to have been concluded at the contracting stage. (RFQs will be issued in the panel)
- 20.2. It is assumed that the successful bidders will have the necessary apparatus readily and speedily available to the Department in consideration of the time requirements set out by the Department.
- 20.3. All service providers would have received a compulsory briefing on what is expected out of them as and when they are called and given a task.



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- 20.4. Samples/copies of work presented as part of the bid shall be returned on request at the service provider's courier expenses

21. REQUEST FOR CLARIFICATIONS

- 21.1. Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

22. BRIEFING SESSION

- 22.1. There will be a **compulsory briefing session** for this tender. Briefing session will be conducted through Microsoft teams. Bidders who are interested in applying for this tender must send in an application to the following email address infogdhus.tenders@gauteng.gov.za and copy Thinandavha.Mudau@gauteng.gov.za and Nkele.Maleka@gauteng.gov.za for Microsoft teams invite for the briefing session.

- 22.2. **Details of the briefing session are as follows:**

Closing Date for application for Briefing Session: 26 October 2022

Briefing Session Date: 28 October 2022

23. ENQUIRIES

- 23.1. All enquiries related to the content of the Terms of Reference may be directed in writing for attention to Mr Lifi Mahlasela at infogdhus.tenders@gauteng.gov.za and copy Mr Thinandavha Mudau at Thinandavha.Mudau@gauteng.gov.za.
- 23.2. Any other enquiry related to bid process may be directed in writing for attention to Mr Mbuso Mazibuko and Ms Suzy Mokobane at infogdhus@gauteng.gov.za. The bid number should be mentioned in all correspondences. Telephonic requests for clarification will not be accepted.



SPECIAL CONDITIONS OF CONTRACT

PROJECT NAME	PANEL OF SECURITY SERVICES
DESCRIPTION	ESTABLISHMENT OF A PRE-APPROVED LIST OF SERVICE PROVIDERS FOR THE PROTECTION, SURVEILLANCE AND PREVENTION OF UNLAWFUL OCCUPATIONS AND REMOVAL OF ILLEGALLY CONSTRUCTED STRUCTURES ON LAND AND BUILDINGS OWNED BY THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS
CLOSING DATE	14 NOVEMBER 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 three stages as follows: pre-qualifying criteria, Mandatory Compliance, Administrative Compliance, Functionality and Site Visit. During the functionality and site evaluation stages, bids that do not meet the minimum threshold for functionality will be disqualified.

Bidder/s that do not meet the minimum threshold on Functionality evaluation will be disqualified and will not be considered for the establishment of a framework agreement.

After the establishment of the framework agreements and during the implementation of this contract both price and B-BBEE will be considered for the appointment of service providers for the protection, surveillance and prevention of unlawful occupations and removal of illegally constructed structures on land and buildings owned by the Gauteng Department of Human Settlements

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.



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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, SBD 4 and SBD 6.1.

5. ENQUIRIES

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



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

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

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 anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

- 11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or onsite, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

**25. Force
Majeure**

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

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

