



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE DEPARTMENT IN THE DEVELOPMENT AND IMPLEMENTATION OF A PROPERTY MANAGEMENT SOLUTION FOR ITS STATE OWNED PROPERTY, REVENUE MANAGEMENT AND PROVISION OF A PROPERTY MANAGEMENT SYSTEM DETAILING AUTHORISED / UNATHORISED OCCUPATION INCLUDING ANY TRANSFER AND REGISTRATION IN RELATION TO THE STATE OWNED PROPERTY PORTFOLIO- OPERATION BRING BACK (OBB)

BID NO: H23/001PF
Closing Date: 08 April 2024
Closing Time: 11:00
Bid Briefing Meeting Date: 18 March 2024
Bid Briefing Meeting time: 11:00

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address

Department of Public Works & Infrastructure
Central Government Offices Building - CGO
Bosman and Madiba Streets
Pretoria
0001

for 08/03/2023

SCM SPECIFIC ENQUIRIES: Enquires: Jeaneth Khosa Tel No: Click here to enter text. during office hours Cell No: 076 590 4291 Email Address: Jeaneth.khosa@dpw.gov.za	TECHNICAL / PROJECT SPECIFIC ENQUIRIES Enquires: Dimakatso Mokhachane Tel No: 012 406 1179 during office hours Cell No: 082 954 9829 Email Address: Dimakatso.mokhachane@dpw.gov.za
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SUMMARY OF BID INFORMATION

Bid Number	H23/001PF	
Bid/ Project Description	APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE DEPARTMENT IN THE DEVELOPMENT AND IMPLEMENTATION OF A PROPERTY MANAGEMENT SOLUTION FOR ITS STATE OWNED PROPERTY, REVENUE MANAGEMENT AND PROVISION OF A PROPERTY MANAGEMENT SYSTEM DETAILING AUTHORISED / UNATHORISED OCCUPATION INCLUDING ANY TRANSFER AND REGISTRATION IN RELATION TO THE STATE OWNED PROPERTY PORTFOLIO- OPERATION BRING BACK (OBB)	
Bid Closing date & Time	Monday, 08 April 2024	Closing Time: 11:00
Bid Briefing Date & Time (If applicable)	<i>Date of Bid Briefing (if any)</i> 18 March 2024	<i>Time of Bid Briefing (if any)</i> 11:00
Venue	Virtual	
SCM SPECIFIC ENQUIRIES:	Jeaneth Khosa	Jeaneth.khosa@dpw.gov.za
	Landline number	012 406 1801
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	Dimakatso Mokhachane	Dimakatso.mokhachane@dpw.gov.za
	Landline number	082 954 9829
Bid Validity Period	84 calendar days	
Bid Document Price	R 800.00	
Procurement Plan Reference Number	ADD-2023/061	



PA 32: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	H23/001PF	CLOSING DATE:	Monday, 08 April 2024	CLOSING TIME:	11:00
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DESCRIPTION
APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE DEPARTMENT IN THE DEVELOPMENT AND IMPLEMENTATION OF A PROPERTY MANAGEMENT SOLUTION FOR ITS STATE OWNED PROPERTY, REVENUE MANAGEMENT AND PROVISION OF A PROPERTY MANAGEMENT SYSTEM DETAILING AUTHORISED / UNAUTHORISED OCCUPATION INCLUDING ANY TRANSFER AND REGISTRATION IN RELATION TO THE STATE OWNED PROPERTY PORTFOLIO- OPERATION BRING BACK (OBB)

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

256 CENTRAL GOVERNMENT OFFICES BUILDING, MADIBA AND BOSMAN STREETS

GROUND FLOOR

OR POSTED TO:

PRIVATE BAG X65, CGO BUILDING, PRETORIA, 0001

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					
	TCS PIN:		OR	CSD No:	
Signature of Bidder		Date		
CAPACITY UNDER WHICH THE BID IS SIGNED (Attached proof of authority to sign this bid (e.g. resolution of Directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE (ALL INCLUSIVE TAXES)	R

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	PUBLIC WORKS & INFRASTRUCTURE	CONTACT PERSON	Dimakatso Mokhachane
CONTACT PERSON	Jeaneth Khosa	TELEPHONE NUMBER	012 406 1179
TELEPHONE NUMBER	012 406 1801	FACSIMILE NUMBER	



FACSIMILE NUMBER		E-MAIL ADDRESS	Dimakatso.mokhachane@dpw.gov.za
E-MAIL ADDRESS	Email1@dpw.gov.za	CELL NUMBER	082 954 9829



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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer.**
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.



PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR:

Project title:	APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE DEPARTMENT IN THE DEVELOPMENT AND IMPLEMENTATION OF A PROPERTY MANAGEMENT SOLUTION FOR ITS STATE OWNED PROPERTY, REVENUE MANAGEMENT AND PROVISION OF A PROPERTY MANAGEMENT SYSTEM DETAILING AUTHORISED / UNAUTHORISED OCCUPATION INCLUDING ANY TRANSFER AND REGISTRATION IN RELATION TO THE STATE OWNED PROPERTY PORTFOLIO- OPERATION BRING BACK (OBB)		
Bid no:	H23/001PF	Procurement Plan Reference no:	ADD-2023/061
Advertising date:	Friday, 08 March 2024	Closing date:	Monday, 08 April 2024
Closing time:	11:00	Validity period:	84 calendar days

1. FUNCTIONALITY CRITERIA APPLICABLE

1.1. The Bid will be evaluated on Functionality and the following Functionality evaluation criteria will apply and failure to meet minimum functionality score will result in the tenderer being disqualified. From further evaluation:

Functionality criteria¹:	Weighting factor:
<p align="center">Company Relevant Experience</p> <p>Signed reference letters per discipline for work completed in the following areas is required; Property forensic and Investigative work, Geographic Information System (GIS); Land Surveying; Transfer of property ownership processes (Conveyancing); Information Communication and Technology (ICT); Revenue enhancement,</p> <p>With information on the client, duration, contract amount and description of services/ products. (Bidder to submit reference letters on official letterheads)</p> <p>Five or more reference letters per discipline = 5 points Four reference letters per discipline = 4 points Three reference letters per discipline = 3 points Two reference letters per discipline = 2 points One reference letter per discipline = 1 points Zero reference letter = 0 points</p>	<p>20</p>

¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.



<p>Knowledge and Property Management Support System Development</p> <p>The service provider must have relevant knowledge and experience in the following areas of expertise:</p> <p>a) Property management system; b) Development and understanding of any property management systems including but not limited to Geographic Information System (GIS), the Surveyor General services and accessing the Deeds Registry online search facilities.</p> <p>(Bidder to submit reference letters from the clients on official letterheads)</p> <p>Five or more reference letters per area of expertise = 5 points Four reference letters per area of expertise = 4 points Three reference letters per area of expertise = 3 points Two reference letters per area of expertise = 2 points One reference letter per area of expertise = 1 points Zero reference letter = 0 points</p>	<p>20</p>
<p>Technical Proposal</p> <p>a) The service provider must demonstrate ability and understanding to conduct property related forensic investigation, analyse data, and compile reports and present findings. b) Submission of a detailed project methodology and project charter/ plan to deliver the scope of work required</p> <p>Bidders must attach a detailed Technical Proposal which addresses the following criteria amongst others:</p> <ol style="list-style-type: none"> 1.) Understanding of the Scope of Work 2.) Project Methodology 3.) Project Implementation Plan with targets and Timelines 4.) Proposed Budget <p>If;</p> <p>Proposal covers all areas 4 criteria = 5 points Proposal covers any areas 3 criteria = 4 points Proposal covers any areas 2 criteria = 3 points Proposal covers any area 1 criteria = 2 points Proposal covers none of the criteria = 0 points</p>	<p>20</p>



<p align="center">Project Manager Experience</p> <p>A Project Manager must possess relevant experience in Project/ Programme Management or any field related to this project, i.e.;</p> <ul style="list-style-type: none"> • Property forensic and Investigative work, • Geographic Information System (GIS); • Land Surveying; • Transfer of property ownership processes (Conveyancing); • Information Communication and Technology (ICT); • Revenue enhancement <p>The Project Manager to provide a (CV) on 1 or more on projects of a similar nature detailing, the specific role played, who the client/employer was and the values of the projects;</p> <p>(Bidders must attach a detailed CV of the Project Manager)</p> <p>5 projects or more = 5 points 4 projects = 4 points 3 projects = 3 points 2 projects = 2 points 1 project = 1 point no projects = 0 points</p>	<p>20</p>
<p align="center">Team Members</p> <p>The core team members should be comprising of the team experts in the following fields;</p> <ul style="list-style-type: none"> • Property forensic and Investigative work, • Geographic Information System (GIS); • Land Surveying; • Transfer of property ownership processes (Conveyancing); • Information Communication and Technology (ICT); • Revenue enhancement. <p>Each Team Member must possess a minimum of 5 years relevant working experience in their respective fields (Bidder must attach a detailed CV and a copy of relevant qualification and affiliation with the relevant statutory body, where applicable for each team member)</p> <p>30 years or more combined experience = 5 points 25 – 29 years combined experience = 4 points 20 – 24 years combined experience = 3 points 15 – 19 years combined experience = 2 points 10 – 14 years combined experience = 1 point Below 10 years combined experience = 0 points</p>	<p>20</p>
<p>TOTAL</p>	<p>100</p>

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:

65

(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

2. EVALUATION METHOD FOR RESPONSIVE BIDS

Method 1 (Financial offer)

Method 2 (Financial and Preference offer)

2.1 The 90/10 Preference points scoring system will be applicable for this bid

3. RESPONSIVENESS CRITERIA

3.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
4	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
5	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
6	<input type="checkbox"/>	Submission of record of attending compulsory briefing session. <i>insert motivation why the tender clarification meeting is declared compulsory</i>
7	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database.
8	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>
9	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>
10	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>
11	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>
12	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>

3.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
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2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	<input checked="" type="checkbox"/>	Bidders are required to complete and submit the Pricing Schedule (Annexure A
8	<input checked="" type="checkbox"/>	Attendance of a Non-Compulsory Virtual Briefing Session
9	<input type="checkbox"/>	Specify other responsiveness criteria
10	<input type="checkbox"/>	Specify other responsiveness criteria

3.3. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1.	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3.	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
4.	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
5.	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
8.	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	<input checked="" type="checkbox"/>	Bidders will be evaluated as per special conditions of bid (SCB-1)
10.	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	<input checked="" type="checkbox"/>	Submission of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	<input type="checkbox"/>	Specify other responsiveness criteria



13.	<input type="checkbox"/>	Specify other responsiveness criteria
14.	<input type="checkbox"/>	Specify other responsiveness criteria

3.4. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

4. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

4.1. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. Or • Any Account or statement which is in the name of the Bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	Select the relevant goal An EME or QSE or any entity which is at least 51% owned by black youth.	2	Select the Documentation •ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

5. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA and the 90/10 preference point scoring system will be applicable

6. COLLECTION OF TENDER DOCUMENTS

Bid documents are available for free download on e-Tender portal www.etenders.gov.za

Alternatively; Bid documents may be collected during working hours at the following address:
NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.

A non-refundable bid deposit of **R 800.00** is payable (cash only) on collection of the bid documents.

7. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be no bid briefing meeting.

Venue:	Virtual		
Virtual meeting link:	(Interested bidders must send their email addresses to project manager in order to receive meeting link)		
Date:	<i>Date of Bid Briefing (if any)</i> 18 March 2024	Starting time:	<i>Time of Bid Briefing (if any)</i> 11:00

8. ENQUIRIES

8.1 Technical enquiries may be addressed to:

DPWI Project Manager	Dimakatso Mokhachane	Telephone no:	012 406 1179
Cellular phone no	082 954 9829	Fax no:	Type Fax number here or indicate "NONE"
E-mail	Dimakatso.mokhachane@dpw.gov.za		

8.1 SCM enquiries may be addressed to:

SCM Official	Jeaneth Khosa	Telephone no:	012 406 1801
Cellular phone no	Cell Number	Fax no:	Type Fax number here or indicate "NONE"
E-mail	Jeaneth.khosa@dpw.gov.za		

9. DEPOSIT / RETURN OF TENDER DOCUMENTS

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

Closing Date: Monday, 08 April 2024

Closing Time: 11:00

<p>Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 65 Pretoria 001 Documents must be deposited in The Bid Box before the closing date of the bid</p>	OR	<p>Deposited in the tender box at: The Bid Box Department of Public Works & Infrastructure Central Government Offices - CGO Building Corner Madiba and Bosman Streets</p>
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public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Department of Public Works and Infrastructure (DPWI)

TERMS OF REFERENCE

OPERATION BRING BACK (OBB) - THE APPOINTMENT OF SERVICE PROVIDERS TO ASSIST THE DEPARTMENT IN THE DEVELOPMENT AND IMPLEMENTATION OF INTERGRATED SOLUTION FOR THE MANAGEMENT OF ITS STATE OWNED PROPERTY MANAGEMENT, PROPERTY REVENUE MANAGEMENT AND PROVISION OF A PROPERTY MANAGEMENT SYSTEM DETAILING AUTHORISED / UNATHORISED OCCUPATION INCLUDING ANY TRANSFER IN RELATION TO A STATE OWNED PROPERTY.

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ABBREVIATIONS	
DPWI	Department of Public Works and Infrastructure
REMS	Real Estate Management Services
CGO	Central Government Offices
PIE	Prevention of Illegal Eviction
OBB	Operation Bring Back
GIAMA	Government Immovable Asset Management Act
PFMA	Public Finance Management Act
API	Application Programming Interface
AI	Artificial Intelligence
UAT	User Acceptance Testing
GIS	Geographic Information System

1. INTRODUCTION

- 1.1 In terms of Government Immovable Asset Management Act (GIAMA), the Department of Public Works and Infrastructure (DPWI) is the custodian of National Government Immovable Assets, Default custodian of unregistered and unsurveyed properties in South Africa.
- 1.2 Mandated to provide quality, user specific, functional accommodation for client departments. The Department is a Custodian of about 29 322 registered and unregistered land parcels, with 93 943 improvements.
- 1.3 In terms of the Constitution of the Republic of South Africa, Act Number 108 of 1996, all state owned national and provincial immovable assets must be vested in the name of the national government or in the name of the nine provinces. The national government is therefore the custodian of all national government immovable assets.
- 1.4 DPWI is mandated to provide accommodation for government Departments and their Entities and including Executive Authorities in support of their service delivery objectives. This function is performed through the utilisation of state owned properties or the leasing in of properties from the private sector.
- 1.5 DPWI through Real Estate Management Service (REMS) is also responsible for the letting out of state owned properties to ensure that surplus state owned properties are optimally utilised to generate revenue for the state, additional to that Real Estate Management Services branch mandate is to ensure that the letting- out of unutilised state owned properties stimulates economic activities through the letting out, development and redevelopment, creates jobs and reduce government spend.

2. BACKGROUND

- 2.1 DPWI is presently confronted with a vast number of properties that are illegally occupied, and the aim herein is to set out a strategy to deal with that illegal occupation and illegal transfers.
- 2.2 Illegal occupation takes various forms e.g. informal settlements (squatting, land invasion, land grabbing, illegal occupation of built properties owned by the DPWI)
- 2.3 Informal settlements, land invasion and land grabbing are characterised by unauthorised occupation of DPWI land. The unlawful occupiers therein are protected by the Prevention of Illegal Eviction (PIE) from and Unlawful Occupation of Land Act, 19 of 1998, the PIE Act.

- 2.4 Illegal occupation of commercial properties usually has some form of express or tacit consent from DPWI e.g. expired lease, or permitted subletting. An unlawful occupier who occupies as a consequence of some form of consent from DPWI are not protected by the PIE Act and is therefore easier to evict. A commercial tenant may be protected by the Consumer Protection Act. If a fixed-term lease is in place, Section 14 of the Consumer Protection Act will apply whereby. In terms of this section, the landlord must give the tenant twenty business days' written notice of a breach of the lease agreement. Should the tenant fail to rectify the breach within the specified notice period, the landlord has the right to cancel the lease agreement.
- 2.5 However, Section 14 does not apply if the tenant is an organ of the state, in other words, a municipality or a state department, if the landlord and the tenant are both people of the law, once-off leases or if the tenant is a person of the law with a turnover of more than R2 million per year.
- 2.6 The DPWI initiated an Operation Bring Back (OBB) program during April 2011 which was largely dependent on the public coming forward to report cases of misappropriation through a call centre which was launched during a public communication campaign at the time. This OBB programme ceased to function in October 2011, However the programme has revealed that illegal occupation of state owned properties is extensive and under estimated and from the programme it was discovered that an estimated number of 1287 state owned properties are illegally occupied.
- 2.7 Further to that the Department has over the years tried to investigate and assemble a sound asset register with a complete and accurate information without success. The Department has not conducted an extensive work on unutilised, unsurveyed and unregistered properties. As a result most of the properties are reported to be lost, stolen or illegally occupied by the different forums (i.e MinMec, NCOP, Members of the public and the civil groups). It is the duty of the Accounting Officer as a custodian to be able to monitor and track movements and confirm that all state land and properties are accounted for or that appropriate action is taken where misappropriation has taken place.
- 2.8 All property ownership is recorded and maintained by the Register of deeds. All registered properties can be linked back to the national property cadastre, making it possible to spatially locate and report on properties using electronic and navigating to a specified property. The naming convention for a property makes it relatively easy to link properties identified on the Deeds register as belonging to DPWI, to tenant accounts in the municipal financial systems throughout the country. The tenant account will provide evidence of who is presently occupying the property and in the absence of any contract, this could be assumed to be illegal occupation.

- 2.9 Having linked the property to the municipal financial system, a determination can be made on occupancy by checking the types of service rendered to the property (water, electrical, sewer etc.). Property valuation can further serve to place a market value on the property. The proposed system requirement for automating this entire process defined above must include correct and comprehensive street address for all properties to improve navigation, it must provide functionality to upload, store and retrieve documentation, such as plans, contract, visual appearance, asset information, and all other related information about such properties for the purpose of occupational management, maintenance and asset management.
- 2.10 In the light of the above an executive decision was taken that REMS should take a lead on the development of terms of reference and procurement of a service provider that shall assist the Department by consolidating all state owned land parcels and properties, document and eliminate the illegal occupation and optimise revenue generated from the use of said land parcels and properties.

3. DESCRIPTION AND PURPOSE OF THE ASSIGNMENT/ PROJECT

The purpose of the project is identification and audit of state owned properties that are either illegally disposed off, unlawfully occupied, encroached, unregistered, unsurveyed, surveyed unregistered and incorrectly vested and corrective measures be put in place to evict illegal occupants, reverse ownership back to the National Government of Republic of South Africa, regularise leases with illegal occupants where it is possible and the surveying and registration of all state property, where necessary.

Provision of an Asset Management information system/ with accurate database of unutilised, encroachments, unsurveyed and unregistered properties to be developed. The afore mentioned asset class must be then recorded in the information system, that would be used to produce live reports in terms of the status of each asset. Information received by the Department from various entities, whistle blowers, reported transactions by members of the public, government officials, corruption hotline, investigation etc, shall then be loaded in the information hub to assist the department with sifting of information received, conducted preliminary investigations on the reported misappropriations. This document presents the terms of reference (TOR) for the appointment of technical resources to provide the services to the government as outlined on the project description above.

4. PROJECT ASSUMPTIONS AND RISKS

The assumption is that currently the department does not have accurate data to demonstrate the magnitude of the problem statement and the records of illegally transferred and illegally occupied parties. The Real Estate Management Unit also realised a new trend that there are certain individuals

who are operating as a syndicate highjacking the unoccupied state owned properties and that poses a threat to DPWI officials.

In terms of GIAMA and PFMA; It is the duty of the Accounting Officer as a custodian to safeguard and to be able to monitor and track movements and confirm that all state land and properties are accounted for or that appropriate action is taken where misappropriation has taken place.

The risk for this objective is that in many cases, illegal occupants are not willing to regularise occupation on state owned properties through lease agreements. Another risk is the timeframes linked to the eviction process, which can hamper the efficiency of the eviction process.

5. SCOPE OF THE WORK

5.1 Property Management

- a) Development of a methodology of approach/process (Project Charter)
- b) Obtain data relevant systems and files to ascertain and physical documentation relating to matters under investigation;
- c) Conduct an audit of national and provincial land and registers and reconcile with Deeds Registry and applicable valuation rolls;
- d) Development of a methodology of approach/process (Project Charter)
- e) Provide legal assistance to reverse or correct any found transfer or ownerr
- f) Investigate missing or transfred properties;
- g) Detailed verification report including dashboard;
- h) Tenant Consultation;
- i) Search with local councils for any encroachment, servitudes caveats on the property;
- j) Facilitate the transfer of properties between organs of state, the process of transferring wrongly transferred properties back to the state;
- k) Facilitation of the eviction process including preparation and submission of all relevant documents;
- l) Support vesting process;
- m) Draft and facilitate of transfer documents on properties to be disposed off to municipality or other organs of state;
- n) Facilitate the signing of lease agreements where illegal occupant is willing to enter into a lease agreement with the Department and if it is appropriate to do so;
- o) Facilitation of long term leasing (concessionary rights);
- p) Reviewing the exsisting standard Lease agreement (Residential, commercial, industrial, land, outdoor, high mast, culling etc; and
- q) Initiation of evictions proceeding via the department's legal desk;
- r) Facilitate the conveyancing and registration of unregistered properties;
- s) Facilitate the independant valuation and determination of market value of state owned properties.

5.2 Revenue Management and Contract Administration

(It is envisaged that the investigative fieldwork will include but will not be limited to the following):-

- a) Verify and document occupancy at all state owned properties;
- b) Facilitate the signing of lease agreements where the illegal occupation has been established;
- c) Facilitate long term or concessionary rights;
- d) Review existing standard lease agreements;
- e) Obtain data and physical documentation relating to matters under investigation;
- f) Identifying deviations from applicable laws and regulations governing the transfer of property with specific reference to State properties under the custodianship of State;
- g) Conducting interviews with role players to clarify events that transpired and obtaining affidavits where necessary;
- h) Substantiating and quantifying any exceptions through an audit trail and any other required/admissible evidence;
- i) Reviewing relevant procedures and processes to determine the process that should be followed when disposing State properties;
- j) Identify all role players and actual process that was followed and identify any irregularities;
- k) Obtaining valuations of properties by an independent valuer, if required;
- l) Quantifying any potential prejudice to DPWI; and
- m) Determining if there was any conflict of interest between State officials and external parties involved in the disposal of properties etc.

5.3 Verification of Debt and Condition Assessment

- a) Obtain documentation relating to relevant claims by the department on illegally occupied property;
- b) Obtain data from relevant systems to ascertain relevant payment made to date;
- c) Assess suspense account or unallocated receipt on the system;
- d) Compare receipts and reconcile, Bank Deposits, Salary Deductions and other EFT payments;
- e) Obtain signoff from each debtor and the department to settle the account;
- f) Obtain payment schedules from debtors to update the settlement schedules;
- g) Conduct condition assessment of all unoccupied state owned properties to establish impairments and structural defects
- h) Identify existing structures which must be demolished;

5.4 Project System Information Hub/ Asset Management Information System (AMIS)

Deploy and maintain web-based asset management solution with the following attributes;

- a) The deployed solution to be accessible through mobile/hand held device.
- b) Configurable with DPWI approved cloud – based hosting services
- c) Capable of supporting road names and addresses as well as aerial imagery backgrounds including a combination of the two.
- d) Capable of supporting contract management workflow.
- e) The deployed solution to support:
 - Photos and imagery
 - Creation and access to data files offline
 - Creation and editing of records
 - Route/ navigate to a location
- f) The deployed solution to consume data in CSV or shapefile formats.
- g) Must be able to interact and exchange data with other systems through an Application Programming Interface.
- h) Must support limitation of access based on authorization levels and user privileges.
- i) The system must be configurable on Archibus, AI and BIM for selected top 300 assets.
- j) Ability to integrate to Archibus modules to align with IDMS business processes.
- k) Integration of Archibus modules to SAGE, SAS, GIS.
- l) Ability to develop GRAP compliant reports.
- m) Ability to generate business standard/ ad-hoc reports.
- n) Ability to generate real –time management information reports (MIS).
- o) The system must deliver User Requirements Specific (URS) with Unified Modelling Language included.
- p) The system must deliver Functional Requirements Specification (FRS).
- q) Ability to generate user attendance register.
- r) The deployment of the Asset Management Solution must provide:
 - Configuration of the system,
 - Customisation of the system,
 - Unit testing and results including reports,
 - Ensure environment for production, training, preprod and development are available and maintained,
 - User profile configuration,
 - Deployment process and backup
 - Integration configuration and testing
- s) User training on the Asset Management Solution shall include”
 - Training plans,
 - Systems owner training,
 - System administration training,
 - Report customisation training,
 - Training manuals and reports,

- User registration, training and onboarding,
- t) The licensing model for the Asset Management Solution shall be based on the following:
- The license costs shall not include a click – charge component or annual usage limit.
 - There should be a once-off free and annual licence fee to cover maintenance, upgrades and updates.

6. DELIVERABLES

- a) Improved standard Lease agreements used for contracting documents;
- b) Number of illegally occupied state owned properties identified with remedial actions taken;
- c) Number of unlawfully transferred state owned properties identified with remedial actions taken,
- d) Verification and confirmation of debt owed to state and other spheres of government;
- e) Audit and confirmation of occupation on state owned properties allocated to user departments;
- f) Project System Information Hub;
- g) Number of surveyed unregistered properties with registration of such properties;
- h) Number of identified unsurveyed properties necessary for surveying with surveying and registration of such properties;
- i) Skills transfer where necessary.

7. DURATION OF THE PROJECT

The appointment will be for the duration of twenty four (24) Months.

8. REPORTING REQUIREMENTS

REPORTING

In addition to any documents, reports and output specified in this document, the Service Provider shall provide the following reports:

Name of report	Content	Time of submission
Inception Report	Analysis of existing situation and work plan for the project	A report/ project charter to be produced within a month of the inception meeting. In the report/charter the Service Provider shall describe, amongst others, anticipated approach, project milestones, project scope, anticipated risks, etc.
Monthly Progress Report	Short description of progress (technical and financial) including problems encountered; planned work for the next month and proposed solution with a detailed plan.	At the end of every month.
Draft final Report	Draft Close-out Report on all deliverables	No later than 60 working days before the end of the project.
Final Report	Final Close-out Report on all deliverables for each of the commodities	Within 2 weeks of receiving comments on the draft final report from the Project Manager identified in the contract.

8.1 Submission and Approval of Reports

Consolidated reports must be written in English and submitted to the Deputy Director General: REMS through the Project Manager at the Department of Public Works and Infrastructure for sign-off.

9. PROJECT MANAGEMENT AND CONTRACTING AUTHORITY

9.1 CONTRACTING AUTHORITY

With the view of the department mission and goal derived at the constitutional mandate of taking care of immovable assets in line with GIAM, it is imperative to bring all immovable properties that are illegally occupied, illegally transferred and hijacked back to the state, in so doing the department will also be delivering in terms of work opportunities and economic stimulation by intending to contract at least 3 service providers to be responsible for 4 clusters.

The structuring of the clusters will be as follows:

Cluster 1	Cluster 2	Cluster 3	Cluster 4
KZN	EC	WC	GP
MP	FS	NC	LIMPOPO AND NW

The Real Estate Management Services will be contracting authority on behalf of the Department of Public Works and Infrastructure.

9.2 MANAGEMENT STRUCTURE

The complete project will be managed by the Project Manager and Deputy Director General: Real Estate Management Services will play an oversight role within the Property Management Trading Entity at the Department of Public Works.

The resources' performance will be managed as per the agreed deliverables and in relation to an approved work plan. In the event that the resource's performance is below the acceptable level; such unsatisfactory performance will be discussed with the resource and remedial action(s) will be agreed upon. Consistent unsatisfactory performance after remedial actions have been put in place will result in the termination of the contract. In the event of termination of the contract, the appointed service provider will be expected to produce all the work done thus far in the manner specified by the Project Manager.

Appointed service providers must remain on the project for the duration of the project to ensure continuity and consistency in the deliverables. Any changes in resources must be done in writing and be approved by the contracting authority.

10. FACILITIES FOR THE PROJECT

The assignment will be delivered at the Department of Public Works and Infrastructure offices at 256 Madiba Street, Pretoria. Travel, within South Africa will be necessary. Establishment of working teams per Regional Office per Province.

REMS will, when the service providers are on site, provide necessary working facilities at all its regional offices:

- a) Workstation
- b) Connectivity
- c) Photocopying and printing facilities
- d) The service provider will be responsible for their own administrative and secretarial support, Laptops, Mobile telephone costs.

11. MONITORING AND EVALUATION

The Service provider's Project Manager must Monitor and Evaluate progress and report to REMS Project Manager with milestones achieved, If not achieved, reasons why and remedial actions should be provided.

12. PAYMENT TERMS/ SCHEDULE

Payments will effected as per the agreed and achieved milestones. certification of achieved milestone is required before any invoice is issued by the service provider. Invoice will be paid within 30 working days

13. REMUNERATION

The budget provisions are based on the DPSA guidelines for Consultants of July 2018 and its subsequent amendment(s) if any.

The remuneration provisions are based on a time cost basis as follows:

Duration: 24 Months (Twenty Four Months)

14. FINANCIAL PROPOSAL / COSTING STRUCTURE

The financial proposal should clearly indicate the hourly rate and costed over the contract period stated for Objectives 1 to 3 for 12,6 and 24 months respectively, including Value Added Tax (VAT) where applicable. Disbursements will be reimbursed on a cost recovery basis in line with the percentage allowance as indicated above.

15. PROGRAMME / PROJECT PLAN

The project implementation plan must outline the project outputs and associated initiatives over the expected project duration. The detail of the programme/project plan will be developed in conjunction with the planning of the REMS branch of the Department of Public Works and Infrastructure as agreed between the parties within one month after the acceptance of the inception report. The agreed programme/project plan will be approved by the DDG: REMS or his or her nominees.

16. FUNCTIONALITY/ EVALUATION CRITERIA

Failure to score a minimum of 65 points out of a total of 100 points for each of the criteria below will render companies unsuccessful

A.	Functionality criteria	Weight (%)
1.	<p>Company Relevant Experience</p> <p>Signed reference letters per discipline for work completed in the following areas is required;</p> <p>Property forensic and Investigative work, Geographic Information System (GIS); Land Surveying; Transfer of property ownership processes (Conveyancing); Information Communication and Technology (ICT); Revenue enhancement,</p> <p>With information on the client, duration, contract amount and description of services/ products. (Bidder to submit reference letters on official letterheads)</p> <p>Five or more reference letters per discipline = 5 points Four reference letters per discipline = 4 points Three reference letters per discipline = 3 points Two reference letters per discipline = 2 points One reference letter per discipline = 1 points Zero reference letter = 0 points</p>	20

A.	Functionality criteria	Weight (%)
2.	<p>Knowledge and Property Management Support System Development</p> <p>The service provider must have relevant knowledge and experience in the following areas of expertise:</p> <p>a) Property management system;</p> <p>b) Development and understanding of any property management systems including but not limited to Geographic Information System (GIS), the Surveyor General services and accessing the Deeds Registry online search facilities.</p> <p>(Bidder to submit reference letters from the clients on official letterheads)</p> <p>Five or more reference letters per area of expertise = 5 points Four reference letters per area of expertise = 4 points Three reference letters per area of expertise = 3 points Two reference letters per area of expertise = 2 points One reference letter per area of expertise = 1 points Zero reference letter = 0 points</p>	20
3.	<p>Technical Proposal</p> <p>a) The service provider must demonstrate ability and understanding to conduct property related forensic investigation, analyse data, and compile reports and present findings.</p> <p>b) Submission of a detailed project methodology and project charter/ plan to deliver the scope of work required</p> <p>Bidders must attach a detailed Technical Proposal which addresses the following criteria amongst others:</p> <p>1.) Understanding of the Scope of Work 2.) Project Methodology 3.) Project Implementation Plan with targets and Timelines 4.) Proposed Budget</p> <p>If;</p> <p>Proposal covers all areas 4 criteria = 5 points Proposal covers any areas 3 criteria = 4 points Proposal covers any areas 2 criteria = 3 points Proposal covers any area 1 criteria = 2 points Proposal covers none of the criteria = 0 points</p>	20

A.	Functionality criteria	Weight (%)
4.	<p>Project Manager Experience</p> <p>A Project Manager must possess relevant experience in Project/ Programme Management or any field related to this project, i.e.;</p> <ul style="list-style-type: none"> • Property forensic and Investigative work, • Geographic Information System (GIS); • Land Surveying; • Transfer of property ownership processes (Conveyancing); • Information Communication and Technology (ICT); • Revenue enhancement <p>The Project Manager to provide a (CV) on 1 or more on projects of a similar nature detailing, the specific role played, who the client/employer was and the values of the projects;</p> <p>(Bidders must attach a detailed CV of the Project Manager)</p> <p>5 projects or more = 5 points 4 projects = 4 points 3 projects = 3 points 2 projects = 2 points 1 project = 1 point no projects = 0 points</p>	20
5.	<p>Team Members</p> <p>The core team members should be comprising of the team experts in the following fields;</p> <ul style="list-style-type: none"> • Property forensic and Investigative work, • Geographic Information System (GIS); • Land Surveying; • Transfer of property ownership processes (Conveyancing); • Information Communication and Technology (ICT); • Revenue enhancement. <p>Each Team Member must possess a minimum of 5 years relevant working experience in their respective fields (Bidder must attach a detailed CV and a copy of relevant qualification and affiliation with the relevant statutory body, where applicable for each team member)</p> <p>30 years or more combined experience = 5 points</p>	20

A.	Functionality criteria	Weight (%)
	25 – 29 years combined experience = 4 points 20 – 24 years combined experience = 3 points 15 – 19 years combined experience = 2 points 10 – 14 years combined experience = 1 point Below 10 years combined experience = 0 points	
	Total Weight	100

16.2 BID RESPONSIVENESS CRITERIA

To be considered responsive, bids must satisfy the following responsiveness criteria:

- Administrative responsiveness: completion of returnable documents, submission of appropriate certificates, documents and information as required to determine eligibility.
- Bidders will first be evaluated in terms of the minimum requirements for functionality. A minimum score of **65%** applies for further evaluation in terms of the 90/10 Preference Point System.
- In order to validate bidder's claims for specific goals, the required documentation as listed in the tables stipulated in the PA16-Form and must be submitted as part of the bid documentation.
- Bidders that fail to obtain/meet the minimum functionality score will not be acceptable and will as such be not be considered for further evaluation on price and preference.
- Service provider considered/ appointed in one cluster will not be considered in other clusters.

16.3 GENERAL CONDITIONS

- Any clause that may be found invalid and/or unenforceable, same shall only be applicable to the said clause, which shall not invalidate and/or make the whole Terms of Reference unenforceable and/or invalid.
- The department reserves the right to request certified copies of qualifications /certificates at any point during the procurement process.



TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: H23/001PF

Bid/ Project Description: APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE DEPARTMENT IN THE DEVELOPMENT AND IMPLEMENTATION OF A PROPERTY MANAGEMENT SOLUTION FOR ITS STATE OWNED PROPERTY, REVENUE MANAGEMENT AND PROVISION OF A PROPERTY MANAGEMENT SYSTEM DETAILING AUTHORISED / UNAUTHORISED OCCUPATION INCLUDING ANY TRANSFER AND REGISTRATION IN RELATION TO THE STATE OWNED PROPERTY PORTFOLIO- OPERATION BRING BACK (OBB)

Paste Specifications or Terms of Reference here



FUNCTIONALITY EVALUATION CRITERIA

Paste Functionality here or Indicate "N/A"



PRICING SCHEDULE

Bid no: H23/001PF

Bid/ Project Description: APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE DEPARTMENT IN THE DEVELOPMENT AND IMPLEMENTATION OF A PROPERTY MANAGEMENT SOLUTION FOR ITS STATE OWNED PROPERTY, REVENUE MANAGEMENT AND PROVISION OF A PROPERTY MANAGEMENT SYSTEM DETAILING AUTHORISED / UNAUTHORISED OCCUPATION INCLUDING ANY TRANSFER AND REGISTRATION IN RELATION TO THE STATE OWNED PROPERTY PORTFOLIO- OPERATION BRING BACK (OBB)

Paste Pricing Schedule here



PRICING SCHEDULE -ANNEXURE A (RETURNABLE)

BID DESCRIPTION	APPOINTMENT OF TECHNICAL RESOURCES TO ASSIST THE DEPARTMENT IN THE DEVELOPMENT AND IMPLEMENTATION OF INTEGRATED SOLUTION FOR THE MANAGEMENT OF ITS STATE OWNED PROPERTY PORTFOLIO, PROPERTY REVENUE MANAGEMENT SERVICES AND PROVISION OF AN ASSET MANAGEMENT INFORMATION SYSTEM
BID NUMBER:	

You are hereby kindly invited to bid on the following services:

ITEM	ACTIVITY	TOTAL
Asset Register completeness	Inception Report - Analysis of existing situation and project Execution Pan as per the scope of work	
Property and Revenue Management Service	Project Charter - short description of progress (technical and financial)	
	Verification of data and physical documentation relating to unlawfully transferred and encroached state owned properties	
	Facilitate valuation of properties	
	Conduct interviews with all role players to clarify events that transpired and obtain affidavits where necessary	
Verification of Debt and condition assessment	Facilitate long term or concessionary rights	
	Data collation and analysis	
	First draft Report	
	Final Report	
Project System information Hub	Development of Asset Management Information System for reporting purposes	
SUB-TOTAL		
VAT (15%)		
GRAND TOTAL		
	(GRAND TOTAL TO BE CARRIED OVER TO THE PA-32 FORM)	

PA-11: 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 interest³ 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

(³) 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.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
For External Use



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

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 declare 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 consortium⁴ 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.
- 3.5 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.
- 3.6 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.



⁴ 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.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
For External Use

3.7 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 DECLARE 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.

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.





PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- 1 The Enterprise submits a Tender to the Department of Public Works in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

- 2 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.



	Name	Capacity	Signature
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Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Public Works in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

- 1 *Mr/Mrs/Ms:

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows:

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address:

Postal Code _____



Postal Address: _____

Postal Code _____

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The tendering enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by *all* the Directors / Members / Partners of the Tendering Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP





PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

- A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(tender number as per Tender Document)*



B. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____



	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

The tendering enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).



DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE DEPARTMENT IN THE DEVELOPMENT AND IMPLEMENTATION OF A PROPERTY MANAGEMENT SOLUTION FOR ITS STATE OWNED PROPERTY, REVENUE MANAGEMENT AND PROVISION OF A PROPERTY MANAGEMENT SYSTEM DETAILING AUTHORISED / UNATHORISED OCCUPATION INCLUDING ANY TRANSFER AND REGISTRATION IN RELATION TO THE STATE OWNED PROPERTY PORTFOLIO- OPERATION BRING BACK (OBB)		
Tender / Quotation no:	H23/001PF	Reference no:	ADD-2023/061

Date Bid Briefing Meeting: 18 March 2024

Time of Bid Briefing Meeting: 11:00

Venue: Virtual

This is to certify that I, _____

representing

attended the tender clarification meeting on: _____

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date



DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE DEPARTMENT IN THE DEVELOPMENT AND IMPLEMENTATION OF A PROPERTY MANAGEMENT SOLUTION FOR ITS STATE OWNED PROPERTY, REVENUE MANAGEMENT AND PROVISION OF A PROPERTY MANAGEMENT SYSTEM DETAILING AUTHORISED / UNAUTHORISED OCCUPATION INCLUDING ANY TRANSFER AND REGISTRATION IN RELATION TO THE STATE OWNED PROPERTY PORTFOLIO- OPERATION BRING BACK (OBB)		
Tender / Quotation no:	H23/001PF	Reference no:	ADD-2023/061

1. I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date





PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: H23/001PF
 Name of Tenderer

EME² QSE³ Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
2.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
3.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
4.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
5.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
6.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
7.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
8.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
9.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
10.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				

Where Owners are themselves a Company, Close Corporation, Partnership etc., identify the ownership of the Holding Company, together with Registration number

² EME: Exempted Micro Enterprise
³ QSE: Qualifying Small Business Enterprise



State date of South African citizenship obtained (not applicable to persons born in South Africa)

1. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature
	Date



DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE DEPARTMENT IN THE DEVELOPMENT AND IMPLEMENTATION OF A PROPERTY MANAGEMENT SOLUTION FOR ITS STATE OWNED PROPERTY, REVENUE MANAGEMENT AND PROVISION OF A PROPERTY MANAGEMENT SYSTEM DETAILING AUTHORISED / UNAUTHORISED OCCUPATION INCLUDING ANY TRANSFER AND REGISTRATION IN RELATION TO THE STATE OWNED PROPERTY PORTFOLIO- OPERATION BRING BACK (OBB)		
Tender / Quotation no:	H23/001PF	Closing date:	Monday, 08 April 2024
		Time:	11:00

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Work stages completed	Work stages in progress
1.						
2.						
3.						
4.						
5.						
6.						



7.									
----	--	--	--	--	--	--	--	--	--

1.2. Completed projects

	Projects completed in the last 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							



Name of Tenderer	Signature	Date



PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 Preference Points System to be applied

The applicable preference point system for this tender is the **90/10** preference point system.

1.3 Points for this tender shall be awarded for:

1.3.1 **Price: Maximum 90 points**

1.3.2 **Specific Goals: Maximum 10 points**

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

PREFERENCE POINTS SYSTEM	90/10
PRICE	90
SPECIFIC GOALS	10
Total points for Price and Specific Goals	100

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For procurement transactions with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals as listed in the table below are applicable:

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. Or • Any Account or statement which is in the name of the Bidder. Or



Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	Select the relevant goal An EME or QSE or any entity which is at least 51% owned by black youth.	2	Select the Documentation •ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

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

2. DEFINITIONS

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



3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference-point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by black people	4	
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	
3. An EME or QSE or any entity which is at least 51% owned by black women	2	
Select the relevant goal	2	
4. An EME or QSE or any entity which is at least 51% owned by black youth.		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;



- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

This affidavit **must not** be used for Construction/ CIDB related projects/ services

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>



Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>
------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of ____/____/____ the annual Total
Date/ month / year

Revenue was R10, 000,000.00 (Ten Million Rands) or less

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.



Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oaths



SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

This affidavit **must not** be used for Construction/ CIDB related projects/ services

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

I hereby declare under Oath that:

- The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%

Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____ / _____ / _____
Day/ month / year

(the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



Stamp Commissioner of Oath



PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

BID NUMBER: H23/001PF

BID/ PROJECT DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE DEPARTMENT IN THE DEVELOPMENT AND IMPLEMENTATION OF A PROPERTY MANAGEMENT SOLUTION FOR ITS STATE OWNED PROPERTY, REVENUE MANAGEMENT AND PROVISION OF A PROPERTY MANAGEMENT SYSTEM DETAILING AUTHORISED / UNAUTHORISED OCCUPATION INCLUDING ANY TRANSFER AND REGISTRATION IN RELATION TO THE STATE OWNED PROPERTY PORTFOLIO- OPERATION BRING BACK (OBB)

NOTES:

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.



- 1.14. **“GCC”** means the General Conditions of Contract.
- 1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards



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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;



- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

15. Warranty

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

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.



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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in 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 of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide 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 on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 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 the 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 ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights



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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

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



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

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.