



human settlements

Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA

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REFERENCE : BID VA49/28-2024/25
ENQUIRIES : tendersenquiries@dhs.gov.za

BID VA49/28-2024/25: TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A WEB INTERFACE TO ENABLE THE DEPARTMENT OF HUMAN SETTLEMENTS TO HAVE UNLIMITED ACCESS TO THE TWELVE (12) DEEDS DATABASES, INCLUDING VALUE ADDED ATTRIBUTES FOR A PERIOD OF THREE (3) YEARS

- 1 The closing date for the submission of proposals/bid documents is **22 April 2025 @ 11:00**. No late applications/bid documents will be considered. All bids must please be placed in the in the Tender Box at the main entrance of the building.
- 2 It is compulsory that an original proposal/bid documents together with a soft copy of the original proposal/ bid document in a **USB**, to be handed in **before the closing date of the bid**.
- 3 You are invited to bid for the services as specified in the attached forms.
- 3.1 The conditions contained in General Conditions of Contracts (GCC) and the attached SBD1, SBD3.3, SBD4, SBD6.1 as well as any other conditions accompanying this request are applicable.

4. NATIONAL TREASURY CIRCULAR NO 3 OF 2015/2016

- 4.1 From 1 April 2016, institutions/departments may not award any bid to a supplier who is not registered on the Centralised Supplier Database (CSD).

5. Compulsory: Please attach a most recent copy of the **CSD** registration report.

6. Compulsory Briefing Session

Prospective service providers will be expected to attend a compulsory briefing session.

Venue: GOVAN MBEKI HOUSE, 240 JUSTICE MAHOMED STREET, SUNNYSIDE

Date: 7 April 2025

Time: 13:00

Ground Floor: Main Boardroom

NB: ORIGINAL TENDER DOCUMENTS FOR FUNCTIONALITY AND FINANCIAL OFFER MUST BE SEPARATED IN A SEALED ENVELOPES, MARKED BID PROPOSAL ENVELOPE 1: FUNCTIONALITY AND ENVELOPE 2: FINANCIAL OFFER

SUPPLY CHAIN MANAGEMENT
DIRECTOR: SUPPLY CHAIN MANAGEMENT: PROCUREMENT
for DIRECTOR-GENERAL
DATE: 26/03/2025

THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS

BID NUMBER: BID VA49/28-2024/25

DESCRIPTION: PROFESSIONAL SERVICES

CLOSING DATE: 22 APRIL 2025

CHECK LIST TO BE COMPLETED BY THE BIDDER:

<u>Table of Contents:</u>	<u>Yes:</u>	<u>No:</u>
Terms of Reference		
SBD1 Invitation To Bid		
SBD3.3 Pricing Schedule		
SBD 4 Declaration of Interest		
SBD 6.1 Preference Point: Purchases		
General Conditions of Contract		
<u>Supporting Documents:</u>		
Company Profile		
ID Copies of Directors (certified)		
Certificate issued by Registrar of Companies & Close Corporation, issued by CIPRO.		
Compulsory: Please attach a copy of CSD registration report (not later than a month).		
Compulsory to submit: 1 ORIGINAL and 1 SOFT COPY OF THE WHOLE BID DOCUMENT IN A USB		

BIDDER NAME IN FULL: _____

SIGNATURE: _____

CAPACITY: _____ **DATE:** _____



human settlements

Department:
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TERMS OF REFERENCE FOR

THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A WEB INTERFACE TO ENABLE THE DEPARTMENT OF HUMAN SETTLEMENTS TO HAVE UNLIMITED ACCESS TO THE 12 DEEDS DATABASES, INCLUDING VALUE ADDED ATTRIBUTES FOR A PERIOD OF THREE YEARS.

1. INTRODUCTION

The National Department of Human Settlements has on various occasions faced questions and queries in the media and in Parliament about the rate of transfer of subsidized housing properties to approved beneficiaries. Provincial Departments of Human Settlements have not been able to capture and maintain this information, nor report on historical property transfers with credible information, due to the costs associated with the exercise.

The Department also had to respond to a matter of emphasis, raised by the Auditor General in this regard. The Auditor General was of the view that the department is unable to independently verify the transfer of title and have not put the necessary controls in place to do so.

The Department has engaged the Office of the Chief Registrar of Deeds, as sole provider of deeds records in an attempt to secure the data that the sector relies on, at a reasonable price. At the time, the records were incompatible with the Housing Subsidy System and could not be obtained through a third party.

2. BACKGROUND

The Title Restoration Project had never had any baseline information. It currently operates on a manual reporting system in provinces that is labour-intensive and error ridden. These manual reports are not used to update the HSS at all. This implies that the baseline information is always outdated and incorrect. It is for these reasons that the department seeks to appoint a service provider that can provide real time access to all current deeds datasets, historical deeds datasets and defined attributes via a web interface for a period of three (03) years.

3. PROBLEM STATEMENT

By acquiring a service provider to deliver a web-enabled interface for accessing current deeds datasets, historical deed databases, and identified attributes, the National Department of Human Settlements (NDoHS) aims to:

- a) Eliminate the need for manual reporting in the Title Restoration Project.
- b) Ensure the Housing Subsidy System (HSS) is regularly and automatically updated with up-to-date information on the ownership status of approved beneficiaries.
- c) Accurately track project progress from inception to present.
- d) Precisely determine the remaining backlog at the project level.
- e) Provide an offline database for deed searches, which is essential for determining eligibility for subsidies during the application stage. This will result in significant savings by reducing the costs of live deeds searches in the Deeds Registry.
- f) Offer accessible deeds information to relevant stakeholders, including provinces, municipalities, and human settlement entities.

4. SCOPE OF WORK

4.1 The appointed service provider will be expected to deliver the following services:

The National Department of Human Settlements (NDoHS) requires the provision of a web interface and a Web API that will allow access to the latest title deed information, including historical records and value-added attributes. The system should facilitate the following:

- a) Title Deed Delivery Tracking:
The service provider will assist in determining the actual delivery of title deeds since the

inception of the housing program in 1994. The NDoHS will provide the following applicant information: identity number, surname, full names, HSS project number, province, municipality, township name, and stand number for both the applicant and their spouse. The system must match this data with the relevant deeds datasets and output the necessary information, including all attributes specified in the terms of reference.

b) **Deceased Applicants and Spouses Identification:**

Based on the data provided by the department, the service provider will conduct a search against the Home Affairs database to identify deceased applicants and spouses. The results will then be combined with the deeds data. The required attributes to be matched will include identity number, surname, full name, maiden name (if applicable), date of death, and marital status for both the applicant and spouse.

c) **Web Interface Access for National and Provincial Users:**

The service provider will develop a web interface accessible to users at both the national and provincial levels, including relevant entities of the National Department as identified and approved at a national level. The interface must be user-friendly and provide secure access to authorized personnel.

d) **Deeds Search Functionality:**

Users must be able to access the web interface and perform deeds searches based on a variety of parameters, such as identity numbers, surnames, birth dates, stand or erf numbers, title deed numbers, and suburb names, either individually or in combination. The interface should support flexible search criteria to meet diverse user needs.

e) **Customizable Output and Export Capabilities:**

Users should be able to specify the output they require by selecting from a range of attributes defined in the terms of reference. The search results must be exportable to Excel for further analysis and reporting.

f) **Real-time Web API Integration:**

The web API should be designed to process defined inputs and deliver specified outputs in real time, ensuring that the data accessed is always up to date.

g) **Web-enabled Reporting:**

The system should allow users to generate reports by inputting or selecting relevant timeframes for title deed registration dates and any of the specified attributes. The reports must be exportable to Excel for further use.

h) **Online Training and Support:**

The service provider will be responsible for providing online training to approved and registered users, ensuring that all users are capable of effectively navigating the system. Ongoing user support must also be provided to address any issues or queries.

i) **System Availability:**

The web interface must be available and accessible 24/7 throughout the duration of the contract, ensuring continuous access to deed data and system functionality.

j) **Dedicated Technical Support:**

A dedicated technical support liaison must be provided to address any technical issues and ensure the smooth operation of the system. The liaison should be responsive and available to troubleshoot and resolve any challenges that may arise.

k) **Value-added Services:**

The service provider should be prepared to offer additional value-added services as requested by the department during the contract period. These services should align with the goals of the NDoHS and support the overall success of the Title Restoration Project.

4.2 Deliverables

The appointed service provider will be expected to deliver the following key outputs in line with the scope of work outlined above:

a) **Web-Enabled Interface**

A fully functional, secure, and user-friendly web interface that allows users to access current and historical deeds data, including the ability to search, filter, and export data based on the attributes specified in the terms of reference. The interface should support national and provincial users, as well as relevant entities within the Department. It should be accessible 24/7 throughout the contract period.

b) **Web API**

A robust, real-time Web API that enables seamless integration with the NDoHS systems and other relevant external systems. The Web API must support real-time access to deeds data, process input requests, and deliver output based on defined parameters as outlined in the terms of reference. The API should provide reliable data delivery, including matching attributes from historical deeds records and deceased applicant data.

c) **Technical Support Services**

Provision of dedicated technical support throughout the contract period, including:

- **System maintenance:** Regular updates, bug fixes, and performance optimizations.
- **Troubleshooting and issue resolution:** Prompt response to system errors or malfunctions.
- **Technical assistance:** Support for technical queries from NDoHS personnel or users at the national and provincial levels.

d) User Support Services

A comprehensive user support package to ensure the effective use of the web interface and API, including:

- **Helpdesk services:** A helpdesk for answering user queries and providing technical support related to the use of the interface.
- **Troubleshooting:** Ongoing assistance to resolve user issues with system access, data retrieval, or export functionalities.
- **Response time:** Clear service level agreements (SLAs) outlining response times for addressing user queries and technical problems.

e) User Training

Provision of **online training** for all approved and registered users, ensuring they are proficient in using the web interface and Web API. Training should cover, but not be limited to:

- **How to perform deeds searches** using various attributes (identity number, surname, stand number, etc.).
- **How to interpret search results** and export data to Excel.
- **How to use the web interface and API effectively**, including troubleshooting common issues.
- **Train-the-trainer sessions** for key departmental staff to enable them to support their teams.

f) Online User Guide

A comprehensive, accessible online user guide detailing how to navigate and use the web interface and Web API. The guide should include:

- Step-by-step instructions on how to conduct searches and retrieve data.
- Troubleshooting tips and common FAQs.
- Instructions on exporting search results and generating reports.
- Information on how to access technical and user support.

g) Value-added Services

The service provider should be prepared to offer any **value-added services** that may be required by the NDoHS during the life cycle of the contract. These services could include, but are not limited to:

- **Customization:** Enhancements or modifications to the web interface or API to meet evolving departmental needs.
- **Additional reporting capabilities:** Development of new reporting features based on emerging requirements.
- **Integration with other systems:** If required, assisting in integrating the web interface with other governmental or departmental systems for improved data sharing.

h) **Close-Out Report**

At the end of the contract, the service provider will submit a **Close-Out Report**, which should include:

- A detailed summary of the project's implementation and outcomes.
- **Lessons learned:** Insights into what worked well and what could be improved, based on the service provider's experience during the contract period.
- **Final system performance assessment:** A review of the system's functionality and performance over the course of the contract.
- **Recommendations:** Suggestions for future improvements or next steps, based on the lessons learned and feedback from the NDoHS and end users.

i) **Additional Considerations – PLEASE CONSIDER BELOW:**

- **Service Levels & SLAs:** Specific service level agreements (SLAs) should be included in the proposal to define expected response times for user support, technical support, and system uptime guarantees.
- **Security and Compliance:** The system must adhere to all relevant national security, data protection, and privacy standards. The service provider must ensure that data access is secure and that user credentials are protected.
- **Scalability:** The system should be designed to accommodate future growth in data volume, user numbers, and additional functionality if required by the Department during the contract period.

4.3 Technical Requirements

The tables below outline the required input and output fields that must be accessible via the web interface. These fields will be used by users to query, retrieve, and export deeds data:

Table 1: Data Requirements Deeds Database (property locational information)

Field Name	Description	
DEEDS_OFFICE	DEEDS: Code indicating at which deeds office the title deed was registered	Output & Input
DIAGRAM_DEED_NO	DEEDS: Title Deed diagram number	Output
REGISTER_DATE	DEEDS: Date title deed was registered – Format DD/MM/YYYY	Output
TOWNSHIP	DEEDS: Township where property is located	Output & Input
PROPERTY_TYPE	DEEDS: Property Type	Output
ERF_NO	DEEDS: Erf Number of property registered to applicant or spouse	Output & Input
PORTION_NO	DEEDS: Portion number if part of bigger property	Output
SUBURB	DEEDS: Suburb where property is located	Output & Input
LPI_21_DIGIT_CODE	LPI Code of the property	Output
EXTENT_OF_PROPERTY	Extent of the property in square meters	Output
PROVINCE	DEEDS: Province where property is located	Output & Input
REGISTRATION_DIVISION	DEEDS: Registration Division where property is located	Output
ADDITIONAL_DESC	Additional property description	Output
LOCATION_COORDINATES	Coordinates of the property – Decimal Degrees	Output

Table 2: Data Requirements Deeds Database (Ownership Information)

Field Name	Description	
DEED_NO	DEEDS: Title deed number	Output & Input
NAME	DEEDS: Name on Title Deed	Output & Input
DEED_ID_NO	DEEDS: ID No on title deed	Output & Input

STREET_ADDRESS	Street number and name and / or National Address Data	Output
SUBURB	Name of the Suburb	Output & Input
TOWNSHIP	Name of township	Output & Input
ERF_NO	DEEDS: Erf Number of property registered to applicant or spouse	Output & Input
PORTION	DEEDS: Portion number if part of bigger property	Output & Input
EXTENT_OF_PROPERTY	Extent of the property in square meters	Output
ENDORSEMENT_DOC_NO	Endorsement document number	Output & Input
ENDORSEMENT_HOLDER	Endorsement document holder	Output & Input
PERSON_NAME_COMPANY_NAME	Name of the person or company who owns the property	Output & Input
PERSON_ID_NO_COMPANY_NUMBER	ID Number of the person or Company number who owns the property	Output & Input
PERSON_DOC_NUMBER	Document Number of the person who owns the property	Output & Input
PREVIOUS_TITLE_DEED_NUMBER	Previous title deed number of the property	Output & Input
PREVIOUS_OWNER	Previous owner of the property	Output & Input
PREVIOUS_OWNER_ID_NUMBER_OR_COMPANY_NUMBER	ID number or Company number of previous owner of the property	Output & Input
PURCHASE_DATE	DEEDS: Date the property was purchased – Format DD/MM/YYYY	Output & Input
PURCHASE_PRICE	DEEDS: Purchase price of the property in Rands	Output & Input

API input Information

Table 3: API Input information

<i>Field Name</i>	<i>Data Type</i>	<i>Allow Null</i>
DEEDS_OFFICE	varchar(50)	Y
DEEDS_ID_NO	varchar(13)	Y
DIAGRAM_NO	varchar(15)	Y
NAME	varchar(70)	N
REGISTER_DATE	datetime(10)	Y

PURCHASE_DATE	datetime(10)	Y
PURCHASE_PRICE	Currency	Y
TOWNSHIP	varchar(60)	Y
ERF_NO	varchar(7)	Y
PORTION_NO	varchar(5)	Y
SUBURB	varchar(60)	Y
LPI_21_DIGIT_CODE	varchar(21)	Y
EXTENT_OF_PROPERTY	Double	Y
PROVINCE	varchar(15)	Y
REGISTRATION_DIVISION	varchar(10)	Y
ADDITIONAL_DESC	varchar(255)	Y

5. REQUIRED TECHNICAL EXPERTISE AND SKILLS

Extensive Industry Experience: A minimum of 10 years of proven expertise in delivering, maintaining, and improving deeds-related information systems and services within both public and private sectors.

Specialized Data Solutions: Demonstrated success in designing, implementing, and managing web-based data solutions specifically tailored to deeds data and property market information.

Technical Support and Collaboration:

- Ability to serve as a dedicated technical liaison, ensuring seamless communication and issue resolution between technical teams and non-technical stakeholders.
- Proven ability to address and resolve queries, manage technical challenges, and facilitate access to critical systems and resources.
- Experience in delivering end-user training and support to promote the usability, functionality, and accessibility of deeds-related systems.

Stakeholder Engagement: Strong interpersonal skills to engage effectively with a diverse range of role players, including government entities, private sector representatives, and other relevant stakeholders.

Demonstrated Project Success: Provide case studies or examples of similar projects successfully completed, with measurable outcomes that align with the needs of the role (e.g., enhanced data accessibility, reduced system downtime, or increased user satisfaction).

Certifications and Qualifications: Preference will be given to candidates with relevant certifications or qualifications in IT systems, data management, or property market analytics (e.g., certifications in SQL, GIS, or data visualization tools).

Proficiency in Regulatory Frameworks: Comprehensive knowledge of applicable laws, regulations, and standards related to deeds data, property transactions, and data privacy. Experience ensuring compliance with such frameworks will be an advantage.

Customizable Solutions Expertise: Proven ability to design flexible, scalable, and secure solutions that can be tailored to meet evolving needs in the property and deeds sectors.

Monitoring and Reporting Skills: Expertise in implementing monitoring systems to track performance, usage, and issues, paired with regular reporting to stakeholders.

Quality Assurance Practices: Strong focus on quality assurance and testing methodologies to ensure data accuracy, system reliability, and user satisfaction.

References and Testimonials: Submission of verifiable references or client testimonials attesting to the provider's capabilities, reliability, and impact on similar engagements.

Proven Knowledge Transfer Strategies: A clear strategy for knowledge transfer and skills development to ensure end-users and internal staff can effectively utilize and maintain the system.

6. PERFORMANCE MANAGEMENT

The successful bidder will be required to enter into a **performance-based Service Level Agreement (SLA)** with the Department. This SLA will outline clear responsibilities, performance expectations, and reporting obligations to ensure accountability and alignment with the Department's goals. Key requirements include:

6.1 Risk Identification and Management

Proactively identify potential risks associated with the service delivery and provide a comprehensive risk management plan.

Regularly monitor and update the Department on emerging risks, mitigation strategies, and their implementation status.

Submit risk management reports on a quarterly basis or as required by the Department.

6.2 Monthly Reporting to Support Invoicing

Submit detailed monthly reports that provide a breakdown of work completed, milestones achieved, and services rendered.

Ensure all invoices are supported by corresponding reports to enable the Department to verify service delivery against agreed-upon KPIs.

Maintain transparency and traceability in all financial and operational reports.

6.3 Return on Investment (ROI) Measurement

Assist the Department in determining the ROI by analyzing service outcomes, cost efficiency, and value generated.

Provide data-driven insights and recommendations to enhance the effectiveness and sustainability of the service.

Deliver ROI reports at agreed intervals, highlighting progress and areas for improvement.

6.4 Key Performance Indicators (KPIs) and Reporting

Work with the Department to identify and define measurable KPIs that align with contract objectives. Examples include system uptime, response times, issue resolution rates, and user satisfaction levels.

Regularly measure, monitor, and report on KPIs to ensure performance standards are met or exceeded.

Submit comprehensive performance reports as part of monthly, quarterly, and annual reviews, detailing achievements and areas requiring corrective action.

6.5 Performance Review and Continuous Improvement

Participate in periodic performance review meetings to evaluate progress against SLA targets.

Collaborate with the Department to refine processes, address performance gaps, and implement best practices.

Ensure continuous improvement in service delivery throughout the contract lifecycle.

7. BID SUBMISSION REQUIREMENTS

To be considered for this tender, bidders must ensure the following:

7.1 Complete and Timely Submission

A fully responsive bid documentation pack must be submitted to the specified physical address.

The bid must be delivered **on or before the closing date and time** indicated on the "Invitation to Bid" cover page. Late submissions will not be accepted.

7.2 Copies of Proposals

Bidders are required to submit **three (3) copies** of both the Technical Proposal and the Price Proposal.

These copies must be identical to the original documents.

7.3 Sealed and Clearly Marked Envelopes

The **Technical Proposal** and the **Price Proposal** must be submitted in **separate sealed envelopes**.

Each envelope must be clearly labelled with the following:

Tender Reference Number

Type of Proposal (e.g., "Technical Proposal" or "Price Proposal")

Submission Location

Both envelopes must be deposited into the designated **Tender Box** at the reception area of the Ruth Mompati Building located at 260 Justice Mohammed Street, as indicated in the tender documents.

Failure to adhere to these submission instructions may result in disqualification from the tender process.

8. PRICE PROPOSAL/COSTING TEMPLATE

8.1 Total Contract Amount

- The service provider must provide a quotation for the **total contract amount**, inclusive of VAT, for the full **36-month contract period**.
- This is a **fixed-price contract**, and no annual increases will be permitted.

8.2 Cost Breakdown

- The quotation must include a detailed **monthly breakdown** of the total cost for the entire contract duration.
- All costs must be clearly outlined to ensure transparency and ease of evaluation.

8.3 Payment Terms

Payments will be made on a **monthly basis**, subject to the submission of complete and accurate **monthly reports** in line with the requirements of the Service Level Agreement (SLA).

8.4 Schedules of Rates

The service provider must complete the schedules of rates provided in the tender document (refer to the table below).

All disbursements, including travel, copying, media, telephone, fax charges, and other incidental costs, must be **included in the total quoted price**.

8.5 VAT Inclusion

All amounts quoted must be **inclusive of VAT**. Offers submitted that are not inclusive of VAT will be deemed non-responsive.

Table 4: Schedule of Rates

Deeds Database	Monthly Cost (Updates / changes)	No of Months
Access to a web interface as stipulated under the scope of work	R	36 Months
User Registration and Training	R	1 Month
Project Support	R	36 Months

9 BID EVALUATION PROCESS

9.1 Evaluation Method

The evaluation of bids will follow a structured and transparent process to ensure fairness and compliance with applicable regulations.

9.2 Evaluation Panel

The Department will establish an **Evaluation Panel**, comprising members of the **Evaluation Committee**, to oversee the assessment of all submitted bids.

9.3 Evaluation Criteria

Bids will be assessed strictly in accordance with the **evaluation criteria** outlined in this document. Compliance with the criteria is mandatory for consideration during the evaluation process.

9.4 Preferential Point System

The evaluation of bid proposals will be conducted in line with the **80/20 preference point system**, as prescribed by the **Preferential Procurement Policy Framework Act (Act 5 of 2000)** and the **Preferential Procurement Regulations, 2022**.

The 80/20 system awards:

- **80 points** for price.
- **20 points** for specific goals, as detailed in the tender document.

10 BID EVALUATION STAGES

The bid evaluation process consists of several phases that are applicable according to the nature of the bid as defined in the table below.

Table 5: Bid Evaluation Stages

Phases	Bid Evaluation criteria description	Applicable for this bid
Phase 1	Administrative Pre-qualification requirements	YES
Phase 2	Functional Evaluation Criteria	YES
Phase 3	On site Systems Tests/ Demonstration	YES
Phase 4	Evaluation on Price and Specific Goals	YES

N.B The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.

PHASE 1: ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

The bidder **must comply** with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if the department is unable to verify whether the pre-qualification requirements are met, then department reserves the right to –

- (a) Reject the bid and not evaluate it, or
- (b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.
- (c) All bids will be measured against the administrative pre-qualification requirements. Only bids that comply with the criteria mentioned below will be considered for further evaluation.
- (d) The Service providers must be registered with the Central Supplier Database (please attach recent (CSD) report /proof with the company's unique number and M number);
- (e) Provide Tax Compliance status- Pin issued by SARS.
- (f) Completed and Signed Standard Bidding Documents (SBD forms)

- (g) The service provider will be processing personal information on behalf of the DHS, as a result the service provider needs to demonstrate that it complies with Protection of Personal Information Act, 4 of 2013 ("POPIA").

NB: Please note that failure to provide any of the above requirements within (7) days before award will lead to automatic disqualification of the service provider's bid proposal.

PHASE 2: EVALUATION ON FUNCTIONALITY

a) Evaluation Panel

- The Department will establish an **Evaluation Panel**, comprising members of the **Bid Evaluation Committee**, to assess bids.
- Each bid will be evaluated **strictly in accordance with the criteria** outlined below.

b) Minimum Technical Threshold

- A **minimum threshold of 85%** must be achieved for the technical evaluation.
- Bids scoring **below 85%** on the technical elements will be deemed **non-responsive** and will be **disqualified** from further evaluation.
- Only bids meeting or exceeding the technical threshold will proceed to subsequent evaluation stages.

c) Technical Proposal Evaluation

Functional Evaluation Matrix:				
	Criteria	Sub- criteria	Scoring Guide	Weight
1.	Experience and Expertise At least 10 year experience in providing, maintaining and enhancing deeds related information in public and private sectors;	A CV must be provided indicating the previous roles and responsibilities which the potential project lead has occupied. Traceable contact details must be provided.	10 years and more = 30 points 8 - 9 years = 15 points 5 – 7 years = 10 points Less than 5 years = 0 points	30
2.	Innovative Solutions Proposal	Strong supporting examples or case studies that innovative solutions	8 examples and more = 20 points 5 - 7 examples = 15 points Less than 5 examples = 5 points	20

	includes highly innovative, scalable, and customized solutions	implemented on previous work.	None = 0 points	
3.	Client-Focused Approach (Max 20 Points)	Demonstrates a strong client-centred approach through training, support, and user engagement strategies. Testimonials provided.	5 and More than five reference letter = 20 points 3 – 4 reference letters = 15 2 reference letters = 10 1 reference letter = 5 None = 0	20
4.	Technical Proposal Quality (Max 20 Points)	Proposal is comprehensive, aligned with organizational goals, and includes detailed timelines, risks, and budgets.	Proposal demonstrates 5 out of 5 indicators on quality= 30 points Proposal demonstrates 4 out of 5 indicators on quality = 25 points Proposal demonstrated 3 out of 5 indicators on quality = 20 points Proposal demonstrates less than 3 out of 5 indicators on quality = 10 points	30
Total technical score				100
Minimum threshold for technical proposal				85

PHASE 3: ON SITE SYSTEM TESTS / DEMONSTRATION

- a. The bidders that advanced to the Phase 3 evaluation process would be required to provide the department with access to their web-based application on site to conduct functional testing based on the requirements stated in the terms of reference.
- b. The department would identify at least 50 individual records and a bulk set of at least 1000 records that would be utilized to conduct the functional testing.
- c. A minimum threshold of **95%** for the web based on site system test / demonstration elements must be scored, bidders who scored less than 95% will be regarded as non-responsive and be disqualified to move to the next phase of evaluation.

The onsite system test / demonstration evaluation will be carried out as follows:

Dataset Completeness, Accuracy, and Inclusiveness: The evaluation will assess the completeness, accuracy, and inclusiveness of the datasets provided by the bidder. The following input attributes will be tested:

- Identity Number
- Birthdate (including surname and full names)
- Title Deed Number
- Province

- Erf Number
- Township Name

The expected outputs will be cross-verified against the attributes specified in the technical requirements. During the evaluation, the Department will independently verify the results by conducting searches against the Deeds Databases.

2. **Access to Query the Service Provider's Database:** The bidder must allow the Department to query the service provider's database to verify the results independently during the evaluation process.

Web Interface Evaluation Criteria

Web interface Evaluation Criteria	Assessment Criteria	Maximum no of points
Validation of Search Results: The bidder will be required to demonstrate the accuracy of search results by comparing the outcomes of individual and bulk searches against the expected outputs.	Individual Search Validation (50 records): If the results match the Department's records with an error margin of 99% or better: 10 points If the results match the Department's records with an error margin of 95% to 98%: 5 points If the results match the Department's records with an error margin of less than 95%: 0 points	10
	Bulk Search Validation: If the results match the Department's records with an error margin of 99% or better: 10 points If the results match the Department's records with an error margin of 95% to 98%: 5 points If the results match the Department's records with an error margin of less than 95%: 0 points	10
Usability & UX: Ease of Navigation: Evaluate if the interface	Interface is very intuitive, user-friendly, and responsive across devices and browsers. Feedback is clear and provided instantly for all actions- 10 points	10 points

<p>is intuitive, easy to use, and minimizes the need for extensive training.</p> <p>Responsiveness: Test the interface on various devices and screen sizes, including mobile, tablets, and desktops. Ensure that it works across multiple browsers (Chrome, Firefox, Edge, etc.).</p> <p>User Feedback Mechanisms: Check if the system provides real-time feedback (e.g., loading indicators, error messages, progress bars).</p>	<p>Interface is functional with minor issues in navigation or responsiveness on some devices/browsers. User feedback is provided, but could be improved: 7 points</p> <p>The interface has several navigation or responsiveness issues. Feedback mechanisms are slow or unclear: 5 points</p> <p>Significant usability or responsiveness issues. Lack of real-time user feedback: 0 points</p>	
<p>Performance & Load Testing:</p> <p>Page Load Time: Test the time taken to load different pages, especially under normal usage and during heavy loads (e.g., when bulk queries are submitted).</p> <p>Scalability: Assess how the system handles multiple simultaneous users, especially when processing multiple bulk searches or large datasets.</p> <p>Error Handling & Recovery: Evaluate how the system handles failures (e.g., network downtime, database connectivity issues) and recovers gracefully.</p>	<p>Pages load quickly (within 3 seconds); system performs optimally under heavy load; robust error handling and recovery with minimal downtime: 15 points</p> <p>Pages load within 3-5 seconds; system performs well under moderate load; error handling is functional but not very detailed or user-friendly: 10 points</p> <p>Page load time exceeds 5 seconds; system performance degrades under load; error handling is vague and difficult to diagnose: 5 points</p> <p>Page load times are excessively slow; system fails under load; no clear error handling or recovery: 0 points</p>	<p>15 points</p>
<p>Security Features:</p> <p>Data Protection & Encryption: Verify that the interface uses</p>	<p>Implements robust encryption for data in transit and at rest; strong user authentication (MFA, strong passwords); secure session management with automatic logouts and secure cookies: 10 points</p>	<p>10 points</p>

<p>SSL/TLS encryption for secure transmission and that sensitive data is encrypted at rest.</p> <p>Authentication & Access Control: Test role-based access control (RBAC), multi-factor authentication (MFA), and the use of strong passwords.</p> <p>Session Management: Test session timeouts, secure cookie handling, and automatic logout after a period of inactivity.</p>	<p>Uses SSL/TLS encryption but may lack encryption at rest or multi-factor authentication; session management is good but could be improved: 5 points</p> <p>Inconsistent encryption or limited access controls; basic session management; potential security vulnerabilities: 3 points.</p> <p>Lacks encryption; weak authentication and session management; significant security risks: 0 points</p>	
<p>Accessibility Compliance:</p> <p>WCAG Compliance: Check whether the interface adheres to WCAG 2.1 accessibility standards (at least Level AA).</p> <p>Mobile Accessibility: Ensure the interface is accessible on mobile devices, with adequate font size, color contrast, and touch-friendly navigation.</p>	<p>Fully compliant with WCAG 2.1 Level AA, with excellent mobile accessibility and clear navigation for users with disabilities: 10 points</p> <p>Mostly compliant with WCAG 2.1 Level AA, but may have minor issues; mobile accessibility is good, but could be further optimized: 7 points</p> <p>Some WCAG 2.1 guidelines are not fully implemented; mobile accessibility is poor or requires zooming: 5 points.</p> <p>Non-compliant with WCAG guidelines; mobile accessibility is not functional or usable for users with disabilities: 0 points</p>	10 points
<p>Data Validation & Integrity</p> <p>Input Validation: Verify that the system validates user input (e.g., ID number format, valid date ranges) in real time.</p> <p>Output Consistency: Compare system outputs with expected results, checking for consistency and</p>	<p>Real-time input validation with helpful error messages; output consistently matches expected results with high accuracy; comprehensive audit trail available: 10 points</p> <p>Input validation present but may miss edge cases; output generally consistent, but minor discrepancies noted; basic audit trail functionality: 7 points</p> <p>Limited input validation; output frequently inconsistent or incorrect; no audit trail or insufficient logs: 5 points</p> <p>No input validation; output frequently incorrect; no audit trail functionality: 0 points</p>	10 points

<p>accuracy, especially for complex queries.</p> <p>Audit Trails: Ensure that the system maintains logs of user actions and searches for auditing purposes.</p>		
<p>Customizability</p> <p>User Preferences & Settings: Test if users can adjust settings such as date format, language, or display preferences.</p> <p>Search Filters & Advanced Features: Evaluate the flexibility of search options and advanced filtering capabilities for complex queries.</p>	<p>Interface allows full user customization (e.g., date formats, themes) and provides highly flexible search filters for advanced queries: 10 points</p> <p>Allows basic user customizations, but may lack advanced search features or some preferences: 7 points</p> <p>Limited or basic customization options; search filters are too rigid for advanced use: 4 points</p> <p>No customization options; search features are too basic or inflexible: 0 points</p>	10 points
<p>Integration Capabilities:</p> <p>API Integration: Evaluate if the interface allows integration with other systems through APIs (e.g., REST, SOAP).</p> <p>Export/Import Options: Test the ability to export and import data in common formats (e.g., CSV, PDF, Excel).</p>	<p>Comprehensive API support for integration; multiple export/import options with support for large datasets: 10 points</p> <p>API support available but limited in some cases; export/import functionality works but lacks flexibility or format options: 7 points</p> <p>Limited or no API integration; export/import options are basic or only support a single format: 4 points</p> <p>No API integration or export/import capabilities: 0 points</p>	10 points
<p>Documentation & Support</p> <p>User Documentation: Assess the quality and completeness of user manuals, help guides, and online resources.</p>	<p>Comprehensive user documentation, including online help, video tutorials, and troubleshooting guides. Clear and accessible support channels with excellent SLAs: 5 points</p> <p>Documentation is mostly complete but may lack some advanced use cases; support is available but may not meet the highest standards: 3 points</p>	5 points

Support Services: Evaluate the availability of customer support (e.g., chat, email, phone) and adherence to SLAs.	Documentation is basic or incomplete; support channels are limited or slow to respond: 2 points No documentation or support available: 0 points	
Total		100
Minimum Threshold		95

Additional Notes:

- **Minimum Functional Score:** Any service provider that scores less than 95 out of 100 in the technical evaluation (**functional plus web interface**) will not be considered for pricing evaluation.

PHASE 4: EVALUATION ON PRICE AND SPECIFIC GOALS

- a) Bid proposals will be evaluated in accordance with the 80/20-preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulations, 2022.

b) 80 / 20 PREFERENCE POINT SYSTEM

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

A maximum of Twenty (20) points may be allocated and awarded to a tender in line with the selected specific goals (**Women, Youth, Disability**). In cases where there are some specific goals that must be selected, such goals must be clearly specified in the RFQ/RFP including the required list of returnable documents to enable the NDoHS to allocate points.

The points must be allocated and awarded as follows:

The specific goals allocated points for procurement	Number of points allocated (80/20 system)		Proof to claim points for specific goals with the tender
Promotion of Women owned entities	10	51% or more owned by Women	a) a certified copy of the founding documentation of the company with which the ownership is listed b) Certified copy of identity document such as SA ID book. c) latest Central Supplier Database (CSD) report with women as owners/shareholders/directors of the company.
Promotion of Youth owned entities	8	51% owned or more by Youth	a) a certified copy of the founding documentation of the company with which the ownership is listed. b) Certified copy of identity document such as SA ID book, valid passport, citizenship, permit and so forth certified declaration. c) latest Central Supplier Database (CSD) report with Youth as owners/shareholders/directors of the company.
Promotion of entities owned by disabled people	2	51% or more owned by people living with disabilities	a) a certified copy of the founding documentation of the company with which the ownership is listed b) A signed letter from a duly authorised medical practitioner. c) latest Central Supplier Database (CSD) report with women as owners/shareholders/directors of the company

- a) The points scored for the specific goals must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- b) The following formula must be used to calculate the points out of 80 for price in respect of tender with a rand value not exceeding R 50 million (*inclusive of all applicable taxes*). The lowest acceptable tender must score 80 points for price, and other tenders which are high in price must score fewer points, on *pro rata* basis.

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

Where -

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

Bidders responding to this terms of Reference are required to submit a financial proposal / price for Scope of Work as detailed in paragraph 4. In compiling the financial proposals, bidders are requested to outline the following:

- Full cost estimate broken down by deliverables per cost item identified;
- The relevant cost breakdown, where applicable, prices quoted must be inclusive of VAT;
- Payment upon deliverables, payable monthly as advised, on a timeline;
- Note: Costing should be done in accordance with the appropriate guideline amounts listed in the Approved Subsidy Quantum.

NB:

- **All Service providers with a score less than 90 out of 100 on functionality will not be considered for the pricing evaluation.**
- **In the event that the project lead/engagement manager leaves the employ of the service provider (for whatever reason) they have to be replaced by a project lead/engagement satisfying the respective listed skills.**

PHASE 4: EVALUATION ON PRICE AND SPECIFIC GOALS

c) Bid proposals will be evaluated in accordance with the 80/20-preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulations, 2022.

d) 80 / 20 PREFERENCE POINT SYSTEM

	POINTS (80/20)
PRICE	80
SPECIFIC GOALS	20

Total points for Price and SPECIFIC GOALS	100
--	------------

A maximum of Twenty (20) points will be allocated and awarded to a tender in line with the selected specific goals **(Women, Youth, Disability)**.

The points for the selected goals will be allocated and awarded as follows:

The specific goals allocated points for procurement	Number of points allocated (80/20 system)		Proof to claim points for specific goals with the tender
Promotion of Women owned entities	10	51% or more owned by Women	d) a certified copy of the founding documentation of the company with which the ownership is listed e) Certified copy of identity document such as SA ID book. f) latest Central Supplier Database (CSD) report with women as owners/shareholders/directors of the company.
Promotion of Youth owned entities	8	51% owned or more by Youth	d) a certified copy of the founding documentation of the company with which the ownership is listed. e) Certified copy of identity document such as SA ID book, valid passport, citizenship, permit and so forth certified declaration. f) latest Central Supplier Database (CSD) report with Youth as owners/shareholders/directors of the company.

Promotion of entities owned by disabled people	2	51% or more owned by people living with disabilities	d) a certified copy of the founding documentation of the company with which the ownership is listed e) A signed letter from a duly authorised medical practitioner. f) latest Central Supplier Database (CSD) report with women as owners/shareholders/directors of the company
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- c) The points scored for the specific goals must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- d) The following formula must be used to calculate the points out of 80 for price in respect of tender with a rand value not exceeding R 50 million (*inclusive of all applicable taxes*). The lowest acceptable tender must score 80 points for price, and other tenders which are high in price must score fewer points, on *pro rata* basis.

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

Where -

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

11. RULES OF BIDDING/SPECIAL CONDITIONS OF CONTRACT

- a) The NDoHS will enter into an agreement with a single company for the delivery of the work set out in these terms of reference. It will be expected that the contracted company have necessary expertise or secured via subcontract, or under a joint venture arrangement.
- b) Valid Tax Compliance status- Pin issued by SARS must be submitted by all South African companies submitting bids as part of a consortium or joint venture.
- c) Foreign company providing proposals must become familiar with local conditions and laws and take them into account in preparing their proposals.

- d) **Project Lead/Engagement Manager Replacement:** If the project lead or engagement manager leaves the service provider's employment, they must be replaced by an individual who meets the required qualifications and experience outlined in the bid specifications.
- e) Bids must be submitted in South African Rands, on a fixed rate for the duration of a contract.
- f) The cost of preparing bids and of negotiating the contract will not be reimbursed.
- g) The NDoHS is not bound to accept any of the bids submitted.
- h) The NDoHS reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference.
- i) The NDoHS reserves the right to call interviews with short-listed bidders before final selection.
- j) The NDoHS reserves the right to negotiate price with the preferred bidder.
- k) Company may ask for clarification on these terms of reference up to close of business 48 hours before the deadline for the submission of bids. Any request for clarification must be submitted in writing by email and will be replied to in writing by email: tendersenquiries@dhs.gov.za
- l) The NDoHS reserves the right to return late bid submissions unopened.
- m) The NDoHS reserves the right not to evaluate bids that are not submitted in the format specified in these terms of reference. Failure to submit the bids in the specified format may invalidate your bid.
- n) The service provider will be required to sign a Nondisclosure agreement regarding the protection of NDoHS Personal information that is in the department.
- o) A company may not contact the NDoHS or any member of the bid committees, on any matter pertaining to their bid from the time when bids are submitted to the time the consultant contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any matter, may result in rejection of the bid concerned.
- p) The deadline for submission of bids is 11h00 on the 22 April 2025.
- q) The required service must commence one week after the official order has been issued and contract signed.
- r) No incomplete tenders, late tenders and tenders received telegraphically or per facsimile shall be accepted.
- s) A two-envelope system must be used, with one envelope containing only the price proposal and the other envelope containing the technical proposal, Tax Compliance status- Pin, and all other tender documents.

Bids must be submitted by hand and deposited into the Tender Box in the reception area of:
THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS, 260 JUSTICE MOHAMED STREET, RUTH MOMPATI BUILDING PRETORIA, 0001

t) Bids must be clearly marked:

- I. Bid Number: VA49/28-2024/25
- II. Service provider
- III. National Department of Human Settlements; Directorate: Supply Chain Management
- IV. Attention: Demand and Acquisitions

12. GENERAL CONDITIONS OF CONTRACT

The general conditions of contract as enclosed in the standard bidding documents apply.

13. COMPULSORY BRIEFING SESSION

Prospective service providers will be expected to attend a compulsory briefing session.

Venue: GOVAN MBEKI HOUSE, 240 JUSTICE MAHOMED STREET, SUNNYSIDE

Date: 7 April 2025

Time: 13:00

Ground Floor: Main Boardroom

Prospective bidders may send their questions/queries to:

tendersenquiries@dhs.gov.za

NB: a) In addition to the requirements listed above, the service provider will be processing personal information on behalf of the DHS, as a result the service provider needs to demonstrate that it complies with Protection of Personal Information Act, 4 of 2013 ("POPIA").

b) The service provider must complete the Operator Checklist and provide all necessary information, which will then be assessed the DHS. The appointment of the service provider is conditional upon demonstrating compliance with POPIA.

NB: The cut-of time to receive enquiries is 6 days before the closing date.

NB: The cut-off date for the NDoHS to respond to all questions received is 4 days before the closing date.

14. ENQUIRIES

tendersenquiries@dhs.gov.za



Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA

OPERATOR COMPLIANCE CHECKLIST

Company Name:		
Registration Number:		
Nature of Services:		
No	Question	Answer
1	Have you registered your Information Officer and, where relevant, your Deputy Information Officer with the Regulator?	
2	In the event that you have delegated the role of Information Officer or the Deputy Information Officer, is there a formal authorisation or delegation in place?	
3	Have you implemented any formal data privacy and protection policies or procedures within your organisation?	
4	Have you conducted a POPIA Gap Assessment/Analysis/Personal Information Impact Assessment?	
5	Do you have any Operators that provide key parts of the service to us?	
6	Have you reviewed and compiled a list of all of your Operators?	
7	Have you entered into an Operator agreement with all your Operators?	
8	Have you implemented a ROPA (Record of Processing Activities)?	
9	Have you considered whether you are required to implement a PAIA Manual and if so, has it been implemented?	
10	Is there a process in place to identify all reasonably foreseeable internal and external risks to Personal Information?	
11	Is there a process in place to establish and maintain appropriate security safeguards against the risks identified?	
12	Is there a process in place to regularly verify that the safeguards are effectively implemented, for example, have you employed someone to conduct a security response to new risks or deficiencies in previously implemented safeguards?	
14	Do you have physical access control measures to secure access to the premises where Personal Information is stored?	
15	Do you restrict access to Personal Information to trained and authorised staff members?	
16	Have you implemented a procedure to be followed in the event of a security compromise / data breach?	
17	Have you ensured that you have appropriate privacy notices in place and that they are displayed?	
18	Have you implemented a Data Subject Rights Procedure?	

19	If you are established outside the Republic of South Africa, have you appointed a representative in South Africa for the purposes of POPIA implementation?	
20	Have you developed appropriate procedures to ensure that Personal Information is accurate and up to date?	
21	Have you reviewed your direct marketing practices and amended it in line with POPIA?	
22	Have you trained your employees on POPIA and all policies and procedures that have been implemented as part of your compliance framework?	
23	Do you have a data retention policy or procedure in place that advises you how and when to retain and destroy data?	
24	Are there any transfers of Personal Information outside the Republic of South Africa?	
25	Are cloud services used for the services you provide?	

Yes

No

Not applicable

In progress

PART A INVITATION TO BID

NB: ORIGINAL TENDER DOCUMENTS FOR FUNCTIONALITY AND FINANCIAL OFFER MUST BE SEPARATED IN A SEALED ENVELOPES MARKED BID PROPOSAL ENVELOPE 1: FUNCTIONALITY AND ENVELOPE 2: FINANCIAL OFFER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:		BID VA49/28-2024/25		CLOSING DATE: 22 APRIL 2025		11:00	
DESCRIPTION		TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A WEB INTERFACE TO ENABLE THE DEPARTMENT OF HUMAN SETTLEMENTS TO HAVE UNLIMITED ACCESS TO THE TWELVE (12) DEEDS DATABASES, INCLUDING VALUE ADDED ATTRIBUTES FOR A PERIOD OF THREE (3) YEARS					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
tendersenquiries@dhs.gov.za							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON				CONTACT PERSON			
TELEPHONE NUMBER				TELEPHONE NUMBER			
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS		tendersenquiries@dhs.gov.za		E-MAIL ADDRESS		tendersenquiries@dhs.gov.za	
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE		NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE		NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]	
		<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						<input type="checkbox"/> YES <input type="checkbox"/> NO	

DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

PART B TERMS AND CONDITIONS FOR BIDDING

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

1B: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE: ...
.....

PRICING SCHEDULE
(Professional Services)

NB: ORIGINAL TENDER DOCUMENTS FOR FUNCTIONALITY AND FINANCIAL OFFER MUST BE SEPARATED IN A SEALED ENVELOPES, MARKED BID PROPOSAL ENVELOPE 1: FUNCTIONALITY AND ENVELOPE 2: FINANCIAL OFFER

NAME OF BIDDER:	BID NO.: BID VA49/28-2024/25
CLOSING TIME 11:00	CLOSING DATE: 22 APRIL 2025

OFFER TO BE VALID FOR... **120...** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A WEB INTERFACE TO ENABLE THE DEPARTMENT OF HUMAN SETTLEMENTS TO HAVE UNLIMITED ACCESS TO THE TWELVE (12) DEEDS DATABASES, INCLUDING VALUE ADDED ATTRIBUTES FOR A PERIOD OF THREE 3) YEARS

1. The accompanying information must be used for the formulation of proposals.
 2. Bidders are required to indicate a **ceiling price** based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

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

SPENT	HOURLY RATE	DAILY RATE
.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
---------------------------------------	------	----------	--------

Bid No: BID VA49/28-2024/25

Name of Bidder:

.....	.....	R.....
.....	.....	R.....
.....	.....	R.....
.....	.....	R.....
TOTAL: R.....		

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

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

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

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

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS, DR RUTH S MUMPATI, 260 JUSTICE MAHOMED STREET, SUNNYSIDE, PRETORIA

Department: THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS

E-mail address: tendersenquiries@dhs.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

E-mail address: tendersenquiries@dhs.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? YES/NO

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

Full Name	Identity Number	Name of State Institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

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

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 certify to be true and complete in every respect:

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

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

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institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

Note to tenderers: The tenderer must indicate how they claim points for each

preference point system.)

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 allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women		10		
Youth		08		
People with Disabilities		02		

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.

<p style="text-align: center;">.....</p> <p style="text-align: center;">SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

**25. Force
Majeure**

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

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

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