



**APPOINTMENT OF TURNKEY DEVELOPERS FOR THE MIXED  
HOUSING DEVELOPMENT AND SMART CITY PROJECTS IN  
THE NORTH-WEST PROVINCE (MORETELE, MARIKANA,  
VENTERSDORP & MATLOSANA).**

**TENDER NUMBER: NWHC 10/2022**

**CLOSING DATE: 26 APRIL 2023**

**CLOSING TIME: 11H00**

**NAME OF BIDDER : .....**

**CONTACT PERSON : .....**

**ADDRESS OF BIDDER: .....**

.....

**TEL NUMBER : (.....).....**

**EMAIL : .....**

**CSD NUMBER : .....**

**BBBEE LEVEL : .....**

<b>ISSUED BY:</b>
<b>SUPPLY CHAIN MANAGEMENT</b>
<b>NORTH WEST HOUSING CORPORATION</b>
<b>23 FIRST STREET</b>
<b>SEGARONA BUILDING</b>
<b>INDUSTRIAL SITE, MAFIKENG</b>
<b>2745</b>
<b>TEL: [018] 110 0761</b>



**NORTH WEST HOUSING  
CORPORATION**

**INVITATION TO BID**

BID NUMBER	BID DESCRIPTION	BID DOCUMENT OBTAINABLE FROM	EVALUATION CRITERIA	CLOSING DATE AND TIME	ENQUIRY
NWHC 09/2022	APPOINTMENT OF TURNKEY DEVELOPERS FOR THE MIXED HOUSING DEVELOPMENT AND SMART CITY PROJECTS IN THE NORTH-WEST PROVINCE (MORETELE, MARIKANA, VENTERSDORP & MATLOSANA SMART CITIES).	E-Tender portal and NWHC website – <a href="http://www.nwhc.co.za">www.nwhc.co.za</a>  Bid documents will be available on Friday, 24 <sup>th</sup> March 2023	Functionality as specified in the bid document.	<b>Wednesday, 26<sup>th</sup> April 2023 at 11H00</b> NWHC Head Office, Segarona Building, No.23 First Street, Industrial site, Mafikeng	Scope/Terms of reference: <b>Mr Kamogelo Segapo</b> <a href="mailto:kbsegapo@nwhc.co.za">kbsegapo@nwhc.co.za</a> 018 381 5029 <b>Supply Chain Enquiries:</b> <b>Mr Letlhogonolo Makwati</b> <a href="mailto:flmakwati@nwhc.co.za">flmakwati@nwhc.co.za</a> 018 110 0761

**Bid documents can be downloaded from National Treasury's E-Tender Publication Portal and NWHC website, [www.nwhc.co.za](http://www.nwhc.co.za)**

Completed Original bid documents must be sealed and marked with the relevant bid/proposal document number and description thereof and must be hand delivered or couriered and dropped in the Tender box at the address indicated under the above closing date and venue.

The North-West Housing Corporation does not bind itself to accept the lowest or any other bid in a whole or part.

**If you do not hear from NWHC within 90 days of the closing date, you must regard your offer as unsuccessful.**

**Service providers are requested to register on the Central Supplier Database <https://secure.csd.gov.za/>, which can be accessed on the National Treasury website in order to conduct business with them.**

No Faxed or emailed bids will be accepted.

Late bids will not be accepted.

Approved by

**Mr S. E. Mogodiri**

**Chief Executive Officer (CEO)**



## INVITATION TO BID

### **NWHC 10/2022: APPOINTMENT OF TURNKEY DEVELOPERS FOR THE MIXED HOUSING DEVELOPMENT AND SMART CITY PROJECTS IN THE NORTH-WEST PROVINCE (MORETELE, MARIKANA, VENTERSDORP & MATLOSANA).**

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1. Service providers are hereby invited to submit proposals for Appointment of Turnkey Developers for the Mixed Housing Development and Mega Projects in the North-West Province.
2. The conditions contained in the General Conditions of Contract (GCC) and the attached bid forms, as well as any other condition accompanying this invitation are applicable.
3. The bidder proposal must be clearly outlined, specified and terms must not conflict with those contained in the General Conditions of Contract.
4. All the documents accompanying this invitation must be completed and signed in ink where applicable by a duly authorised official, be sealed in an envelope or suitable cover marked **NWHC 10/2022** and be deposited / placed in a bid box at North-West Housing Corporation Head Office, Segarona Building, No.23 First Street, Industrial Site, Mafikeng.
5. This tender will close on **Wednesday, 26<sup>th</sup> April 2023 at 11H00.**
6. All enquiries pertaining specifications / SCM related can be directed to Mr L. Makwati at (018) 110 0872 or Mr Kamogelo Segapo (018) 018 381 5029 (Technical).
7. **Bid documents can be downloaded from E-tender portal publication ([www.etenders.gov.za](http://www.etenders.gov.za)) or [www.nwhc.co.za](http://www.nwhc.co.za)**
8. Faxed, emailed bids will not be considered, only hand delivered bids will be accepted.
9. **NWHC** reserves the right to award any proposal in whole or in part to one or more service providers and does not bind itself to award the lowest bidder.

## **10. CONDITIONS TO BID:**

**This bid is used under the condition that the bidder should at any stage during the production or execution or on completion of the bid be subjected to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of NWHC or organization acting on behalf of NWHC. The bidder shall provide, if required all required facilities for inspections, tests, and analysis of the available apparatus, which may be required for the purpose of such inspection, test and analysis free of charge unless otherwise specified. The bidder also agrees that the financial standing may be examined as part of the inspection.**

**The bid will be awarded subject to the parties signing a Service Level Agreement (SLA).**

## **11. MANDATORY REQUIREMENTS**

- 11.1. All bidders must actively be registered on the National Treasury Central Supplier Database (CSD).
- 11.2. All Bidders employed by the state are not allowed to participate on this bid
- 11.3. All bidders who are restricted in terms of National Treasury list are not allowed to participate on this bid

## **12. SUBMISSION OF BIDS**

Bidders must submit the bid in hard copy format (original documents) to 23 First Street, Industrial Site, Mafikeng, 2745 before the closing date and time. All the relevant forms attached to this bid document must be completed and signed in ink where applicable by a duly authorized official.

The Hard copy of the bid response will serve as the legal bid document. Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after bid closing date and time.

**13. LATE BIDS**

Bids received after the closing date and time, at the address indicated above will not be accepted for consideration.

**14. BID VALIDITY PERIOD**

Bids will be valid for a period of 90 days from the closing date.

**15. VALUE ADDED TAX (VAT)**

All bids prices must be quoted in South African currency and must be VAT inclusive where applicable. All bidding vendors must have a VALID bank account.

**16. TAX CLEARANCE REQUIREMENTS**

The Central Supplier Database (CSD) and the Tax compliance Pin are the only two methods approved of verifying the tax compliance status of the bidder therefore only the CSD and the tax compliance pin will be accepted for this bid.

**17. B-BBEE**

Bidders are required to complete the preference claim form (SBD 6.1) and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof to claim the B-BBEE status level points. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

The State may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

In the event that two or more bids have scored equal points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**18. COMPANY REGISTRATION DOCUMENTS**

A copy of registration certificate, where applicable, indicating names and percentages of shareholders and shareholding (equity) respectively, must be attached.

## **19. IDENTITY DOCUMENTS**

Recently certified (not older than three months) copies of Identity Document for all shareholders must be included.

## **20. JOINT VENTURE**

In the event of a joint venture both entities must submit valid Tax clearance certificate, company registration where applicable and certified copies of Identity Documents. A joint venture agreement endorsed by both parties and attested by the Commissioner of Oath must also be attached. Bidders are required to submit a consolidated B-BBEE status level verification certificate in the joint venture not being scored for B-BBEE status level.

## **21. BID ENQUIRIES**

Supply Chain Management Enquiries

Mr F L Makwati

(018) 110 0761

[flmakwati@nwhc.co.za](mailto:flmakwati@nwhc.co.za)

Technical Enquiries

Mr Kamogelo Segapo

(018) 381 5029

[kbsegapo@nwhc.co.za](mailto:kbsegapo@nwhc.co.za)

## **STATUTORY NON-TECHNICAL MANDATORY REQUIREMENTS**

- Company Registration Documents (CIPC)
- List of all shareholders / directors with Original certified copies of their IDs (no older than 6 months from the tender closing date)
- Companies must be registered on the CSD (Attach Proof of Central Supplier Database (CSD) registration)
- Duly completed and signed SBD 1 Invitation to bid
- Duly completed and signed SBD 4 Bidder's Disclosure
- Joint Venture Agreement signed by all parties (where JV is in use) and submit copies of company documentation for each party
- Tax Compliance Status Letter with a unique pin

- Attach B-BBEE certificate or sworn affidavit B-BBE certificate (B-BBEE Status Level of Contribution. Certified copy of a B-BBEE certificate issued by a SANAS accredited agency or a sworn affidavit in the prescribed format by the National Treasury for EMEs and QSEs or BBEE certificate issued by the Companies and Intellectual Property Commission will be accepted. Service Providers that fail to submit BBEE credentials shall NOT be allocated preference points in line with the PPPF-Act regulations of 2017).
- Detailed financial proposal for the specified development.
- Letter of Good Standing in terms of Compensation for Occupational Injuries and Disease Act, of 1993 (COIDA)
- Proof of Registration with Construction Industry Development Board CIDB
- Proof of registration with the National Home Builders Regulatory Council (NHBRC)
- Audited annual financial statements for the last Three (3) financial years.

**PLEASE ENSURE THAT THE FOLLOWING DOCUMENTS ARE COMPLETED AND SIGNED:**

- SBD 1: Invitation of bid
- Terms of Reference
- SBD 2: Tax clearance requirements
- SBD 3.3: Pricing schedule – offer to Purchase
- SBD 4: Declaration of Interest

**NB: SHOULD ALL DOCUMENTS STATED ABOVE NOT BE ATTACHED, FULLY COMPLETED AND DULY SIGNED BY A DESIGNATED PERSON, YOUR BID WILL BE DECLARED INVALID.**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTH-WEST HOUSING CORPORATION</b>					
BID NUMBER:	NWHC 10 / 2022	CLOSING DATE:	26 APRIL 2023	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF TURNKEY DEVELOPERS FOR THE MIXED HOUSING DEVELOPMENT AND SMART CITY PROJECTS IN THE NORTH-WEST PROVINCE (MORETELE, MARIKANA, VENTERSDORP & MATLOSANA SMART CITIES).				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
NO.23 FIRST STREET, SEGARONA BUILDING					
INDUSTRIAL SITE					
MAFIKENG					
2745					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	LETLHOGONOLO MAKWATI		CONTACT PERSON	KAMOGELO SEGAPO	
TELEPHONE NUMBER	018 011 0761		TELEPHONE NUMBER	018 381 5029	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	flmakwati@nwhc.co.za		E-MAIL ADDRESS	Kbsegapo@nwhc.co.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).



**Particulars of tender** (If applicable)

Tender number

Estimated Tender  
amount

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Expected duration  
of the tender

year(s)

**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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**Audit**

Are you currently aware of any Audit investigation against you/the company?.....

YES

NO

If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**I the undersigned confirm that I require a Tax Clearance Certificate in respect of  Tenders or  Goodstanding.I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of  
representative/  
agent**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/  
Public Officer**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

## 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 interest<sup>1</sup> 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

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<sup>1</sup> 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 consortium<sup>2</sup> 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

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<sup>2</sup> 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.

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



## **TERMS OF REFERENCE**

**NWHC 10/2022:**

# **APPOINTMENT OF TURNKEY DEVELOPERS FOR THE MIXED HOUSING DEVELOPMENT AND SMART CITY PROJECTS IN THE NORTH WEST PROVINCE**

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# Tender Document

**Tender Ref.: No: NWHC 10/2022**

## **Part T1: Tendering procedures**

Tender Document for the Appointment of TURNKEY DEVELOPERS FOR MIXED HOUSING DEVELOPMENT AND SMART CITY PROJECTS IN THE NORTH WEST PROVINCE.

This document contains the Terms of Reference, the Tender Data, the Returnable Documents, the Special Conditions of Contract.

### **T1.1 TENDER NOTICE/ REQUEST FOR PROPOSALS**

The North West Housing Corporation (NWHC) invites Proposals for TURNKEY DEVELOPERS FOR MIXED HOUSING DEVELOPMENT AND SMART CITY PROJECTS IN THE NORTH WEST PROVINCE as further fully described in C3 Scope of Services hereof.

**Only companies with proven track record in property development, which demonstrates the capacity to implement the project and source funding are eligible to submit proposals.**

**The Bid is ONLY going to be scored using the Functionality Criteria Only! It excludes Pricing!**

<b>FUNCTIONALITY CRITERIA</b>	<b>POINTS ALLOCATION</b>
A. Bankable Business Case	10 Points
B. Experience of firm on Similar Projects	20 Points
C. Qualifications, Skills and Experience of Key Projects Resources	25 Points
D. Ability To Source Project Funding and Bring Equity	20 Points
E. Approach, a. Methodology, b. Conceptual Design and c. detailed Schedule on MS Project	20 Points
F. Expert Overall Budget Estimation	5 Points
<b>TOTAL</b>	<b>100 Points</b>

**Only Bidders who obtain a minimum functionality threshold of 70 points will qualify.**

**In this case, Price and BBBEE will not be a determining criteria.**

**Those bidders will be selected from the highest scored points, following in sequence.**

Telegraphic, telephonic, telex, facsimile, e-mail and late Bids WILL NOT be accepted. Bids must only be submitted on the original documentation that is issued by NWHC.

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

## **SCOPE OF SERVICES:**

**KEY STRATEGIC APPROACH WILL FOCUS ON THE FOLLOWING AREAS of mega:**

### **A. MORETELE SMART CITY PROGRAMME**

- Mixed housing Development

### **B. MATLOSANA SMART CITY PROGRAMME**

- Mixed housing Development

### **C. VENTERSDORP SMART CITY PROGRAMME**

- Mixed housing Development

### **D. MARIKANA SMART CITY PROGRAMME**

- Mixed housing Development

## **T1.2 TENDER DATA**

### **T1.2.1 Background**

The NWHC is governed by the PFMA and other applicable legislative frameworks. The organization is accountable to Parliament through the Department of Local Government and Human Settlements.

The mandate of the NWHC is to provide suitable accommodation through property development in community residential units, mixed residential units and other interventions.

Additional information with regards to the structure and functional activities of the NWHC can be obtained at its offices situated at:

No. 23, Segarona Building, Industrial Site, MAHIKENG, 2745

Tel: 018 381 5029

Fax: 018 381 5847

Email: [smogodiri@nwhc.co.za](mailto:smogodiri@nwhc.co.za)

#### T1.2.2 Tender Details Tender Data (including special conditions of Tender)

The Standard Services Contract (latest) contained in the CIDB shall apply to this bid. The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or Inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause No.	Tender Data
F.1.1	The employer is North West Housing Corporation (NWHC)
F.1.2	<p>Tender Documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1- Tender notice and invitation to tender</p> <p>T1.2- Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1- List of returnable documents</p> <p>T2.1- Returnable schedules</p> <p>Part C3: Scope of works</p>

	C3 - Scope of work
F.1.3	<p>NWHC's Contact Persons are:</p> <p>Name: K. Segapo (Technical Queries)  Name: F. Makwati (Supply Chain Queries)  Address: No. 23 First Street  Segarona Building  Industrial Site  Mahikeng, 2745</p> <p>Tel: (018) 381 5029  Fax: (018) 381 5847</p>
	<p>Tender submissions will only be accepted if the bidder has:</p> <ol style="list-style-type: none"> <li>1. Description of Compulsory Returnable Document</li> <li>2. Letter of Good Standing in terms of Compensation for Occupational Injuries and Diseases Act, of 1993 (COIDA)</li> <li>3. Notarized Joint Venture Agreement (where applicable)</li> <li>4. Up To Date Central Supplier Database (CSD)</li> <li>5. Certified ID copies of Directors/ Members, not older than 3 (three) months from the closing date</li> <li>6. Certified copy/ copies of owner's professional registration</li> </ol> <p>Fully completed and signed Standard Bidding documents:</p> <p>SBD 1: Invitation to Bid  SBD 4: Declaration of Interest</p> <p>Failure to comply with the above requirements will result in automatic disqualification of the Bid response.</p> <p>Valid Tax Clearance or Tax Compliance Letter with a unique Personal Identification Number (PIN) in terms of the Electronic Tax Compliance Status (TCS) system from Non-Mandatory returnable documents</p>
F2.4	Alternative offers are not applicable
F2.5	Parts of each tender offer communicated on paper shall be submitted as an original and <b>no copy</b> .
F2.5.1	The details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

	<p>Location of Tender Box:</p> <p>North West Housing Corporation SCM Unit Hall 23 First Street Segarona Building Industrial Site Mahikeng, 2745</p> <p>Identification details:</p> <p>Tenders must be submitted in a sealed envelope, the <b><u>Description</u></b>, the <b><u>Reference Number</u></b> and the <b><u>Bid Number</u></b>, MUST be clearly marked.</p> <p>The <b>Name and address of the Bidder MUST be clearly written at the back</b> of the envelope.</p>
F2.5.2	A two-envelope procedure <b><u>IS NOT</u></b> required.
F2.5.3	Telephonic, telegraphic, telex, facsimile, e-mailed and late tender offers <b><u>WILL NOT</u></b> be accepted.
F2.5.4	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F2.5.5	The tender offer validity period is 90 Days from the closing date
F2.5.6	Tenders will not be opened in public
F2.5.7	Quality/ functionality/ technical evaluation will be applicable please refer to T.2.3
F2.5.8	The number of paper copies of the signed contract to be provided by the employer is one.

### T1.2.3 Evaluation Procedure

Tender evaluation will be done as per the stages below:

## Stage 1: Eligibility of Bidders.

Stage one (1) entails the process of ensuring compliance of the Bidders. Bidders shall submit all mandatory returnable documents to qualify for stage two (2) of the evaluation processes.

**Failure to submit any of the compulsory returnable documents will lead to automatic disqualification.**

Table one (1) lists the compulsory returnable documents that shall be submitted by all Bidders to be considered eligible for this tender. Certified copies of documents shall be **submitted in original and not older than 3 months from the closing date.**

Table 1. List of Returnable Compulsory Documents

Item	Description of compulsory returnable documents
1	Letter of Good Standing in terms of Compensation for Occupational Injuries and Diseases Act, of 1993 (COIDA)
2	Notarized Joint Venture Agreement (while applicable)
3	Proof of National Treasury (NT) Central Supplier Database Registration i.e submit a copy of CSD (Supplier Number)
4	Certified ID copies of Directors or Members (in case of sole proprietor, partnerships and close corporation), this must have been certified within three (03) months
5	Proof of registration with the Construction Industry Development Board (CIDB)
6	Proof of registration with the National Home Builders Regulatory Council (NHBR)
7	Copy of CIPC documents
8	Fully completed and signed Standard Bidding Documents <b>A.</b> SBD 1: Invitation to Bid; <b>B.</b> SBD 4: Declaration of Interest;

## Stage 2: Evaluation on Functionality/Technical Requirements

Stage two (2) entails the process of evaluation of Functionality/Technical Requirements. **Only bidders who meet the minimum threshold of 70 points and above of the total functionality will be considered.**

The Table two (2) below, specifies in detail the Functionality/Technical Criteria to be considered under the evaluation.

Table 2. Summary of Functionality /Quality Criteria

<b>FUNCTIONALITY CRITERIA</b>	<b>POINTS ALLOCATION</b>
A. Bankable Business Case	10
B. Experience of firm on Similar Projects	20
C. Qualifications, Skills and Experience of Key Projects Resources	25
D. Ability To Source Project Funding and Bring Equity	20
E. Approach, a. Methodology, b. Conceptual Design and c. detailed Schedule on MS Project	20
F. Expert Overall Budget Estimation	5
<b>TOTAL</b>	<b>100</b>

## A BIDDER'S EXPERIENCE ON SIMILAR PROJECTS (20 points)

### A1 - Relevant Experience on Similar Projects (15 points):

- Proven acute understanding of Turnkey Development and experience in Mixed Use Housing precincts.
- Social Housing Development experience of over 1000 units in one precinct.
- Track record of developing housing projects of minimum 500 units
- Willingness to build show village of different typologies at own cost.

Points are allocated for relevant experience on similar projects completed in the past 10 years. The similarity refers to projects of similar kind, complexity and value in terms of the CIDB categorization. In support, Bidders are to submit letters of appointments, complete the "Project Experience" returnable schedule and attach thereto scored and signed reference forms hereto attached from the client confirming completion of such a project.

Evaluation points will be awarded in terms of the following table:

**Table B1: Experience of firm on similar Projects**

SUB CRITERIA 15 points	POINTS AWARDED
Bidder has <b>no proof</b> of projects in the past 10 years and does not have contactable references	0
Bidder has executed and completed <b>at least 1 project</b> in the past 10 years and supported by contactable references	2.5
Bidder has executed and completed at least <b>2 projects</b> in the past 10 years and supported by contactable references	5
Bidder has executed and completed at least <b>3 projects</b> in the past 10 years and supported by contactable references	10
Bidder has executed and completed at least <b>4 projects</b> in the past 10 years and supported by contactable references	15
Total possible points for relevant experience of service provider	15

## **A2 - Client References (5 points):**

Points are allocated for performance of the bidders on previous projects completed.

Client Reference Scorecards" shall be submitted for scoring (see returnable schedules) for the projects listed on the abovementioned "Relevant Project Experience"

Point will be awarded in terms of the following table:

Table B2: Client's Reference on similar Projects

B2 - Evaluation sub-criteria: Client's Reference (5 points)				
Projects	Overall assessment by Client			
	Poor	Average	Good	Excellent
Project A	0	0.25	0.75	1
Project B	0	0.25	0.75	1
Project C	0	0.25	0.75	1
Project D	0	0.25	0.75	1
Project E	0	0.25	0.75	1
Total number of points	0	1.25	3.75	5

## **B BANKABLE BUSINESS CASE (10 points)**

B1 - Turnover exceeded R50m p.a in last three years

It is a requirement by Treasury and the Department of Local Government and Human Settlements North West Province, to which the NWHC is accountable, that we submit a bankable business case for them to approve the project.

**NWHC already has done Feasibility Studies for all these Mega Cities. The information will be provided to the Appointed Service Provider to help kick start the development process. This will also assist the**

## **SP in development of a Business Case.**

N.B. SHOULD THE BUSINESS CASE BE APPROVED A PARTNERSHIP WITH THE COMPANY WILL BE ENTERED INTO FOR THE SOLE PURPOSE OF THE PROJECT THROUGH A SPECIAL PURPOSE VEHICLE.

Ten (10) Points will be allocated for showing capacity to fund the project.

## **C QUALIFICATION, SKILLS AND EXPERIENCE OF KEY PROJECT RESOURCES (25 POINTS)**

Qualification of key personnel (10 points):

Points are allocated for professional qualifications, professional registration and experience of allocated key personnel for the company under consideration. For each key personnel allocated to the project, the bidders shall submit for following: Curriculum Vitae together with certified proof of qualifications and professional registration.

Evaluation points will be awarded in terms of the following tables:

Table C1. Qualifications of Proposed Resources

C1 - Evaluation sub-criteria: Qualifications of proposed resources (10 points)			
Name of Staff Member	Qualification (10 points)		
	Degree	BTech	Diploma
Project Manager	2	1.5	1
Architect	2	1.5	1
Civil / Structural Engineer	2	1.5	1
Town Planner	2	1.5	1
Quantity Surveyor	2	1.5	1
<b>Sub-total number of points</b>	<b>10</b>	<b>7.5</b>	<b>5</b>

Table C2. Professional Registration of Proposed Resources

C2 - Evaluation sub-criteria: Professional Registration of proposed resources (5 points)				
Role of Staff Member	Professional Registration			
	Professional	Technologist	Technician	None
Project Manager	1	0.75	0.5	0
Architect	1	0.75	0.5	0
Civil / Structural Engineer	1	0.75	0.5	0
Town Planner	1	0.75	0.5	0
Quantity Surveyor	1	0.75	0.5	0
<b>Sub-total number of points</b>	<b>5</b>	<b>3.75</b>	<b>2.5</b>	<b>0</b>

Table C3. Experience of Proposed Resources

C3 - Evaluation sub-criteria: Experience of proposed key personnel (10 points)			
Name of Proposed Personnel	Experience of proposed key personnel (10 points)		
	Between 1 - 4 Years	Between 5 - 6 Years	7 Years and above
Project Manager	0.5	1	2
Architect	0.5	1	2
Civil / Structural Engineer	0.5	1	2
Town Planner	0.5	1	2
Quantity Surveyor	0.5	1	2
Sub-total number of points	2.5	5	10

#### **D. EVALUATION SCHEDULE: ABILITY TO SOURCE PROJECT FUNDING AND BRING EQUITY (20 POINTS)**

Evaluation on ability to source funding based on similar projects successfully implemented with proof attached is as indicated in the Table D1 below. Ability to bring equity for the project will be evaluated as indicated in table D2 below

Table D1. Ability to Source project Funding

D1 - Evaluation sub-criteria: Ability to source funding (10 points)	
Number of Projects	Ability to source funding (1 points)
1 Project	2
2 Projects	4
3 Projects	6
4 Projects	8
5 Projects	10
Sub-total number of points	10

Table D2. Ability to Bring Equity Funding

D2 - Evaluation sub-criteria: Ability to source funding (10 points)	
Amount (R Millions)	Ability to source funding (5 points)
<R100 M	2
R100 M – R400 M	4
R400 M – R800 M	6
R800 M – R1 200 M	8
More than R1 200 M	10
Sub Total No. of Points	10

N.B The developer must give proof of the source of the available equity funding.

## **E. EVALUATION SCHEDULE:**

### **APPROACH, METHODOLOGY AND CONCEPTUAL DESIGN (10 POINTS) & PROJECT PLAN (MS Projects)**

Points are allocated as indicated in the table below with particular emphasis on providing a concept design drawing and articulating on the property maintenance plan. Points will be allocated based on showing the outcomes of each of the stages detailed in the table below.

Table E1. Approach, methodology and conceptual design, detailed schedule on MS Project

E1- Expected work package outcomes (10 points)	
Expected work package outcomes	Expected work package outcomes (10 points)
Scope of Feasibility Studies and Risks	2
Inception	1
Concept and Viability	1
Design Development	1.5
Documentation and Quality Management	1
Execution and Acceptance	1
Close Out	0.5
Operation and Maintenance	2
Sub-total number of points	10

### **E 2. STRATEGIC APPROACH ON SCOPE OF WORKS (10 POINTS)**

Points will be allocated for producing a detailed schedule of works which shows an understanding of the work packages and their sequence on a Gantt chart.

Table E2. Detailed schedule of activities on MS Project

E2 - Detailed schedule of activities on MS Project (10 points)	
Work Activities	Detailed schedule of activities (10 points)
Scope of Feasibility Studies and Risks	2
Inception	1
Concept and Viability	1

Design Development	1.5
Documentation and Quality Management	1
Execution and Acceptance	1
Close Out	0.5
Operation and Maintenance	2
Sub-total number of points	10

### E3 EVALUATION SCHEDULE: EXPERT OVERALL BUDGET ESTIMATION (5 POINTS)

Points will be allocated for showing detailed costing for each of the stages listed on the table below.

Table F1. High level budget estimates

F1 - High Level budget estimates (5 points)	
High level budget estimates	High level budgets (5 points)
Scope of Feasibility Studies and Risks	1
Inception	0.5
Concept and Viability	0.5
Design Development	0.5
Documentation and Quality Management	0.5
Execution and Acceptance	0.5
Close Out	0.5
Operation and Maintenance	1
Sub-total number of points	5

### Stage 3: Evaluation on the 90/10 Preference Points system

Stage 3 entails the process of evaluation on price and B-BBEE based on the 80/20 or 90/10 Preference Points system as stipulated by the Preferential Procurement Policy Framework Act (PPPFA).

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

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(Bid Number and Description)

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in response to the invitation for the bid made by:

---

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

---

(Name of Bidder)

That:

1. I have read and I understand the contents of this certificate;
2. I understand that the accompanying bid will be disqualified if this certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

<sup>3</sup> **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.**

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.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **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.

## TABLE OF CLAUSES

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

## **General Conditions of Contract**

### **1. Definitions**

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
<b>32. Taxes and duties</b>	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	<p>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).</p> <p>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.</p>

- 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.