



SUPPLY CHAIN MANAGEMENT

3366 Besemmer Str Telkom Building
Industrial Site Mahikeng, 2745
Private Bag X 2145, Mmabatho, 2735
Tel: +27 (18) 388 4824/5

2nd Floor West Wing, University Drive
Garona Building
Private Bag X 2145, Mmabatho, 2735
Tel: +27 (18) 388 4824/5

INVITATION TO BID

BID NUMBER : DHS 12/2025

VALIDITY PERIOD: 90 DAYS

CLOSING TIME: 11H00

CLOSING DATE: 24 NOVEMBER 2025

APPOINTMENT OF PRPOGRAMME DELIVERY FACILITATORS (PDFs) IN THE DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF 36 MONTHS: NORTH WEST PROVINCE

1. Kindly furnish the Department with a bid for services shown on the attached documents.
2. The conditions contained in the General Conditions of Contract (GCC) and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.
3. No late, faxed or emailed bid will be considered. Bid received after the closing date and time is late and will as a rule is not acceptable for consideration.
4. It is the responsibility of Bidder to ensure that the company is registered on the National Treasury Central Supplier Database as a service provider.
5. Bid documents are obtained from SCM offices at a cost of R500.00 non- refundable
6. A non-refundable deposit must be deposited to the Departmental Account Number as follows:

Bank Name: ABSA

Account Name: NW – Human Settlements

Account Number: 41-1181-1728

Branch Code: 632005

Reference: DHS 12/2025

7. The Department of Human Settlements reserve the right to award any bid in whole or in part to one or more service providers and does not bind itself to award the lowest bidder.
8. All the documents accompanying this invitation to bid must be completed in detail where applicable and sealed in an envelope clearly marked the Bid Number and placed in the Bid Box before the closing date and time.

The bid box is situated at: **CRAFT PRESS BUILDING (formerly known as CCP BUILDING), 27 JAMES WATT CRESCENT; INDUSTRIAL SITE, MAFIKENG, 2745.**

BID EVALUATION QUALIFICATION REQUIREMENTS:

The bid will be evaluated in three (3) stages as follows:-

Stage 1	Stage 2	Stage 3
Mandatory and administrative requirements	Functionality	Preference point system
Compliance with mandatory and administrative requirements	For a bid to be responsive the minimum points for functionality shall be seventy five (75) points. Any bid with less than seventy five points will be disqualified and no further evaluation of the bid will be done.	Bids will be evaluated in terms of the 80/20 preference point system: 80 – Price 20 – Specific goals - Enterprises owned by Black people – 8 points 100% Black ownership– 8 points - Less than 100% and above 51% - 7 points - Less than 51% Black ownership – 0 points Proof of ownership will be verified by either one of the following documents: CIPC Certificate, Valid B-BBEE Certificate & CSD report - Enterprise owned by Black women, Black youth or Military Veteran, People living with disabilities – 8 points BLACK WOMEN OWNED ENTERPRISE 100% Black women enterprise – 4 points - Less than 100% to 51% Black women enterprise – 3 points - Less than 51% Black women enterprise – 0 points BLACK YOUTH OR MILITARY VETERAN ENTERPRISE 100% Black youth or Military Veteran enterprise – 2 points - Less than 100% to 51% Black youth or Military Veteran enterprise – 1 point

		○ Less than 51% Black youth or Military Veteran enterprise – 0 point DISABILITY OWNED ENTERPRISE ○ 100% or more enterprise with disability – 2 points ○ Less than 100% to 51% enterprise with disability – 1 point ○ Less than 51% enterprise with disability – 0 points Proof of points claimed will be verified by the following documents: CIPC Certificate, ID Document, CSD report, Medical report by the medical practitioner for disability, Military Force Number 3. Enterprise location – 4 points ○ Within North West Province - 4 points ○ Outside North West Province – 3 points (Proof of residence and confirmatory CSD report will be used to verify points claimed) ○
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STAGE 1: COMPLIANCE WITH MANDATORY AND ADMINISTRATIVE REQUIREMENTS

Stage 1.1: Compliance with Administrative Requirements

- ✓ Invitation letter to bid
- ✓ SBD 1: Invitation to bid
- ✓ SBD 3.3: Pricing Schedule: Professional Services
- ✓ SBD 4: Bidder's Disclosure
- ✓ SBD 6.1: Preference points claim form of the Preferential Procurement Regulations 2022
- ✓ General Conditions of Contract
- ✓ Special Conditions of Contract
- ✓ CSD report reflecting compliant tax status, successful bank verification and ownership information
- ✓ Valid Tax Clearance Certificate / Unique Pin issued by SARS
- ✓ CIPC Certificate
- ✓ Valid B-BBEE Certificate / Sworn Affidavit
- ✓ Confirmation of force number from DMV to claim military veteran points

- ✓ Confirmation of disability by the Medical Practitioner to claim disability points
- ✓ Proof of Enterprise Location

Stage 1.2: Compliance with Mandatory Requirements

- ✓ Detailed profile of the Consultant

Failure to comply with these Mandatory requirements will lead to immediate disqualification.

STAGE 2: FUNCTIONALITY

100 POINTS

For applications to be responsive the minimum points for **FUNCTIONALITY** shall be **seventy five (75) Points** that must be attained by the bidder. Any application less than seventy-five points will be disqualified, and no further evaluation of the bid will be done.

For purposes of comparison and in order to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to the functionality criteria mentioned. A bidder that scores less than seventy-five points in respect of functionality will be disqualified.

Evaluation Criteria for (PDFH1)

NO	CRITERIA	SUB-CRITERIA	POINTS
1	Level of previous experience	<i>Experience in the field of human settlement development and regional /urban planning</i> • SPLUMA. • 10 years and above experience = 5 • Below 10 and above 5 years' experience = 3 • Less than 5 years' experience = 1 • No CV attached = 0 Bidders are required to submit CVs reflecting their experience in the field of human settlement development and regional/ urban planning	20
		Experience in human settlements programme and project management, design , and understanding of informal settlement upgrading partnership grant and human settlement development grant • 10 years and above experience = 5 • Below 10 and above 5 years' experience = 3 • Less than 5 years' experience = 1 • No CV attached = 0 <i>Bidders are required to submit CVs reflecting experience in human settlements programme and or project management, design, and understanding of informal settlement upgrading partnership grant and human settlement development grant</i>	20

NO	CRITERIA	SUB-CRITERIA	POINTS
		Experience in supporting and implementation of programmes and projects in respect of financial and non-financial administration, policy legislation and Regulatory compliance Stakeholder Coordination, Policy Alignment, and Capacity Building • 10 years and above experience = 5 • Below 10 and above 5 years' experience = 3 • Less than 5 years' experience = 1 • No CV attached = 0 <i>Bidders are required to submit CVs reflecting Experience in supporting and implementation of programmes and projects in respect of financial and non-financial administration, policy legislation and Regulatory compliance</i>	20
2	Qualifications	Higher education qualification in Public/Business Administration and Regional & Town Planning or Urban Design; Project Management • Relevant Qualification NQF 7 = 2 • Relevant Qualification NQF 8 =3 • Relevant Qualification NQF 9-10 =5 Bidders are required to submit certified relevant qualification certificates	20
3	Methodology	1. Understanding of Scope and Context (5 Points) 2. Proposed Approach and Work Plan (5 Points) 3. Identification of Tangible Deliverables and Reporting (5 Points) 4. Stakeholder Management and Capacity Building (5 Points) • 4-5 Points (Excellent) • 3 Points (Average) • 1-2 Points (Poor) • 0 Points (Non-responsive) Bidders are required to submit methodology covering the above key areas	20
		TOTAL	100

Evaluation Criteria for (PDFC1)

NO	CRITERIA	SUB-CRITERIA	POINTS
1	Level of previous experience	Experience in the Policies and legislative environment relating to human settlements, informal Settlement upgrading and rights-based development 10 years and above experience = 5 - Below 10 and above 5 years' experience = 3 - Less than 5 years' experience = 1 - No CV attached = 0 Bidders are required to submit CVs reflecting their experience in the policies and legislative environment relating to human settlements, informal Settlement upgrading and rights-based development	15
		Support the Department in achieving financial and non-financial targets and improving the overall performance of Programme 3: Housing Development 10 years and above experience = 5 - Below 10 and above 5 years' experience = 3 - Less than 5 years' experience = 1 - No CV attached = 0 Bidders are required to submit CVs reflecting Support the Department in achieving financial and non-financial targets and improving the overall performance of Programme 3: Housing Development	15
		Experience in Title deeds Restoration programme 10 years and above experience = 5 - Below 10 and above 5 years' experience = 3 - Less than 5 years' experience = 1 - No CV attached = 0 Bidders are required to submit CVs reflecting their experience in Title deeds Restoration programme	15
		Experience in the provincial strategies, programme and plans to ensure the achievement of the MTDP targets and the approval annual provincial business Plans and built environment performance plans 10 years and above experience = 5 - Below 10 and above 5 years' experience = 3 - Less than 5 years' experience = 1	15

NO	CRITERIA	SUB-CRITERIA	POINTS
		No CV attached = 0 Bidders are required to submit CVs reflecting their experience <i>in the human settlements department strategies, programme and plans to ensure the achievement of the MTDP targets and the approval Annual Provincial Business Plans and built environment performance plans</i>	
2	Qualifications	Higher education qualification NQF Level 7 or higher, (Built Environment /Financial Management) - Relevant Qualification / NQF 7 = 2 - Relevant Qualification NQF 8 =3 - Relevant Qualification NQF 9-10 =5 Bidders are required to submit certified relevant qualification certificate/s	20
3	Methodology	1. Understanding of Scope and Context (5 Points) 2. Proposed Approach and Work Plan (5 Points) 3. Identification of Tangible Deliverables and Reporting (5 Points) 4. Stakeholder Management and Capacity Building (5 Points) Bidders are required to submit methodology covering the above key areas	20
		TOTAL	100

For purposes of comparison and to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to the functionality criteria mentioned. A bidder that scores less than seventy-five (75) points in respect of functionality will be disqualified and no further evaluation will be made.

STAGE 3 : PREFERENCE POINT SYSTEM

This is 80/20 points bid

Breakdown of points:-

	POINTS
Price	80
Specific Goals	20
Total points for Price and Specific goals	100

NOTE:-

- The validity period is ninety (90) days and is calculated from the closing date of a bid.

FOR MORE INFORMATION ON SPECIFICATIONS / TERMS OF REFERENCE CONTACT:-

Contact Person : Mr V.A. Bidi
Cell : 07060 998 2583
E-mail address : VBidi@nwpg.gov.za

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person : Ms Elna Kepadisa / Ms L. Maruping
Telephone Number : 018 - 388 4435 / 018 – 388 2192
E-mail address : ekepadisa@nwpg.gov.za ,
LMaruping@nwpg.gov.za

Ms K.M. TUMANE:
DIRECTOR: SUPPLY CHAIN MANAGEMENT

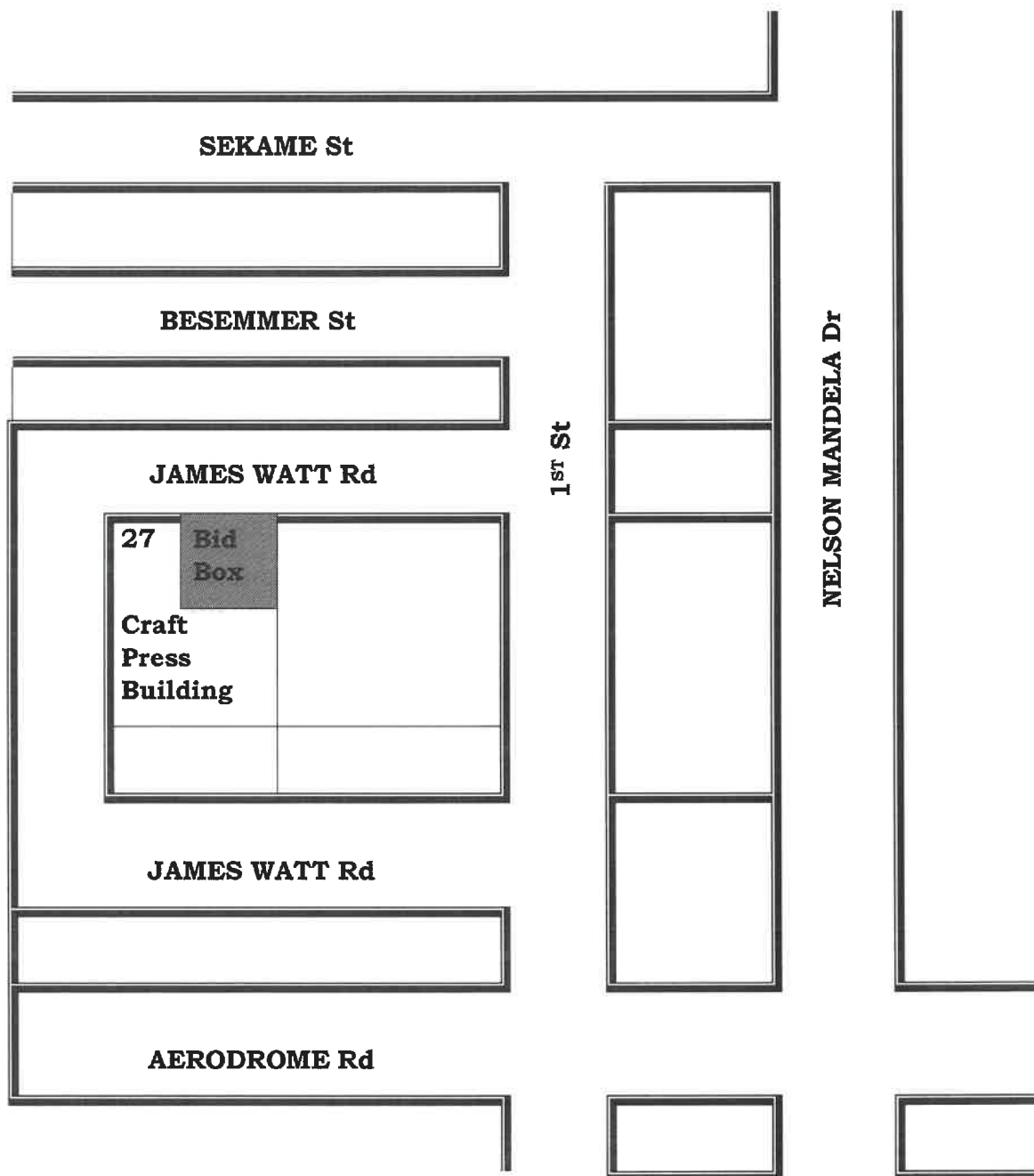
DATE: 31/10/2025

MAP TO BID BOX

YOU ARE HEREBY INVITED TO APPLY TO THE DEPARTMENT OF HUMAN SETTLEMENTS

SUBMIT ALL APPLICATIONS ON THE OFFICIAL FORMS - DO NOT RETYPE

The application forms must be deposited /delivered in the bid box situated at **CRAFT PRESS BUILDING (formerly known as CCP BUILDING), 27 JAMES WATT CRESCENT; INDUSTRIAL SITE MAFIKENG, 2745.**



THE BID BOX WILL BE CLOSED AT 11H00 WHICH IS THE CLOSING TIME OF APPLICATIONS.

APPLICANTS SHOULD ENSURE THAT APPLICATIONS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS.

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DHS 12/2025	CLOSING DATE:	24 NOVEMBER 2025	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF PROGRAMME DELIVERY FACILITATORS (PDFs) IN THE DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF 36 MONTHS: NORTH WEST PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CRAFT PRESS BUILDING (formerly known as CCP BUILDING), 27 JAMES WATT CRESCENT; INDUSTRIAL SITE, MAFIKENG, 2745.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	ELNA KEPADISA		CONTACT PERSON	Mr V.A. Bidi	
TELEPHONE NUMBER	079 727 2530		TELEPHONE NUMBER	060 998 2583	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Ekepadisa@nwpg.gov.za		E-MAIL ADDRESS	Vbidi@nwpg.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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					☐ YES
☐ NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					☐ YES ☐ NO
NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. Company Resolution)

DATE :



Let's Grow North West Together

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: DHS 12/2025

CLOSING TIME 11:00

CLOSING DATE: 24 NOVEMBER 2025.

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	 days
	.....	R.....	 days
	.....	R.....	 days
	.....	R.....	 days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
		TOTAL: R.....	

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

Name of Bidder:

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

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

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

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF HUMAN SETTLEMENTS

Ms Elna Kepadisa / Ms Lerato Maruping

Tel: 018 388 4435 / 2192

Or for technical information –

Mr V.A. Bidi

Tel: 060 998 2583

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

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned,
(name)..... in submitting the
accompanying bid, do hereby make the following statements that I 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.

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

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious 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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black owned enterprise	8 points 100% Black ownership – 8 points - Less than 100% to 51% Black ownership – 7 points - Less than 51% Black ownership – 0 points Proof of ownership will be verified by either one of the following documents: CIPC Certificate, Valid B-BBEE Certificate & CSD report	
Enterprise owned by women Youth or Military Veteran People Living with Disabilities	Maximum 8 points BLACK WOMEN OWNED ENTERPRISE 100% Black women enterprise – 4 points - Less than 100% to 51% Black women Enterprise – 2 points - Less than 51% Black women enterprise – 0 points BLACK YOUTH OR MILITARY VETERAN ENTERPRISE 100% Black youth or Military Veteran enterprise - 2 - Less than 100% to 51% Black youth or Military Veteran enterprise - 1 - Less than 51% Black youth or Military enterprise – 0 DISABILITY OWNED ENTERPRISE 100% enterprise with disability - 2 - Less than 100% to 51% enterprise with disability - 1 - Less than 51% enterprise with disability – 0 Proof of points claimed will be verified by the following documents: CIPC Certificate, ID Document, CSD report, Medical report by the medical practitioner for disability, Military Force Number	
Enterprise location	4 points Within North West – 4 Outside North West -3	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....



OFFICE OF THE HOD

3366 Bessemmer Str Telkom Building
Industrial Site Mahikeng, 2745
Private Bag X 2145, Mmabatho, 2735
Tel: +27 (18) 388 4824/5

NWDC Cnr, University & Provident Drive
Private Bag X 2145, Mmabatho, 2735
Tel: +27 (18) 388 4913

2nd Floor West Wing, University Drive
Garona Building
Private Bag X 2145, Mmabatho, 2735
Tel: +27 (18) 388 4824/5

TERMS OF REFERENCE

**Appointment of a Programme Delivery
Facilitators (PDFs) in the Department of
Human Settlements for a period of 36
months- North West Province**

**BID NUMBER: DHS 12/2025 (PDFH1)
AND (PDFC1)**

**VALIDITY PERIOD: 90 DAYS COMMENCING
FROM BID CLOSING DATE.**

Physical Address: 1st 3366 Bessemer
Str Telkom Building, Industrial Site
Mafikeng 2745.

TECHNICAL ENQUIRIES

Contact person: V Bidi

Mobile: 060 998 2583

Office: Email: vbidi@nwpg.gov.za

SCM/ADMINISTRATIVE ENQUIRIES

Ms Elna Kepadisa-018 388 4435

E-mail: ekepadisa@nwpg.gov.za

MsL Maruping-018 388 2192

E-mail: LMaruping@nwpg.gov.za

1. PURPOSE

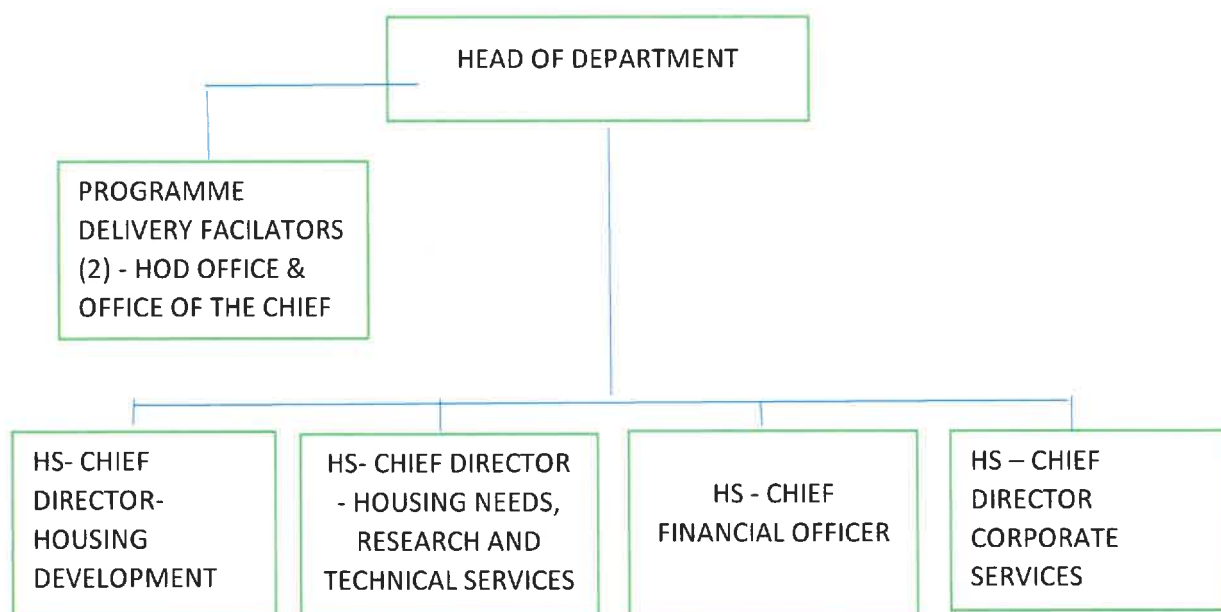
The Northwest Department of Human Settlements seeks to appoint independent programme delivery facilitators to provide technical support in implementing human settlement programs. The Department seeks to appoint **two (2)** Programme Delivery Facilitators (PDF's) to provide technical and strategic support to the Head of Department (HOD) and the Chief Directorate Housing Development. The consultants will be engaged on a 36-month contract.

2. BACKGROUND

The South African Constitution of 1996 enshrines the right of every citizen to access adequate housing, mandating the state to take reasonable steps to realize this right progressively. The Housing Act, 1997 (Act No. 107 of 1997) introduced several programs aimed at providing poor households with adequate housing and essential services like clean running water, energy, and sanitation. The Department is also working towards meeting the Millennium Development Goals, particularly through the upgrading of informal settlements.

The Northwest Department of Human Settlements has undergone structural re-engineering, finalizing its organizational structure to meet constitutional mandates and provide effective service delivery. This process has highlighted the need for a fully resourced technical capacity support structure to execute the Department's responsibilities.

Given the Department's budget of over R1.3 billion and the complexity of implementing over 300 human settlement projects, the Department seeks external technical support to augment its capabilities and build in-house capacity over time. This is a priority for ensuring the success of various housing development projects and informal settlement upgrades.



3. EMPLOYMENT OF PROGRAMME DELIVERY FACILITATORS

The Department has identified the need to appoint Programme Delivery Facilitators (PDFs) for both the Office of the Head of Department (HoD) and the Chief Directorate Housing Development. These facilitators should possess extensive experience in human settlements, project and program management, informal settlement upgrading, conveyancing, and technical support in the built environment.

The primary purpose of these appointments is to strengthen the Department's project and program management capabilities and support provincial and municipal human settlement initiatives.

4. SCOPE OF WORK

The appointed Programme Delivery Facilitators (PDFs) will provide technical, strategic, and programme management support to strengthen the Department's capacity in planning, implementing, and monitoring human settlements programmes. The work will focus on ensuring effective delivery, accountability, and alignment with both provincial and national priorities.

The PDFs will be positioned within the Office of the Head of Department, Chief Directorate: Planning, Stakeholder Management, and Chief Directorate: Housing Development will collectively drive the following scope of work:

4.1. Core Responsibilities Applicable to the Programme Delivery Facilitators

4.1.1 Technical and Strategic Support (Provincial and Municipal Levels)

- Provide expert advisory support on human settlements planning, implementation, and policy matters.
- Strengthen municipal capacity through mentorship, technical assistance, and guidance on project delivery processes.
- Support the preparation, review, and quality assurance of business plans, project proposals, and funding applications under the Human Settlements Development Grant (HSDG) and Informal Settlement Upgrading Grant (ISUPG).
- Provide technical input on engineering designs, layout plans, and land use approvals related to township establishment and informal settlement upgrading.
- Advise on risk mitigation strategies, project prioritization, and resource optimization to improve service delivery outcomes.
- Municipal Support and the Accreditation of Municipalities.

4.1.2 Programme Delivery, Project Oversight, and Compliance Management

- Support the Department in managing and coordinating the implementation of housing and infrastructure projects across all districts.
- Conduct regular performance reviews of implementing agents, municipalities, and service providers to ensure compliance with PFMA, DoHS norms and standards, and relevant policies.
- Develop monitoring tools, dashboards, and reporting frameworks to track progress, identify bottlenecks, and recommend corrective actions.
- Strengthen project governance by ensuring adherence to contractual obligations, technical standards, and regulatory requirements.
- Support the resolution of project blockages and oversee the implementation of remedial action plans.

4.1.3 Stakeholder Coordination, Policy Alignment, and Capacity Building

- Facilitate coordination between the Department, municipalities, sector departments, mining houses, and private developers to ensure integrated human settlements delivery.
- Participate in provincial and national forums to align policies, strategies, and operational frameworks.
- Build municipal and departmental capacity through on-site technical support, training sessions, and knowledge-sharing workshops.
- Support the development and implementation of sector policies, guidelines, and frameworks that promote sustainable human settlements.
- Facilitate collaboration between the Department and the National Department of Human Settlements on programme performance and reporting.

4.1.4 Support toward MTDP, HSDG and ISUPG Targets

- Ensure that programme implementation and resource allocation align with the Medium-Term Development Plan (MTDP), National Development Plan (NDP), and Provincial Strategic Priorities.
- Assist in the preparation and submission of quarterly and annual performance reports, ensuring alignment to MTDP indicators and HSDG outcomes.
- Contribute to the design and implementation of strategies that accelerate delivery of integrated, sustainable, and affordable housing.
- Support the Department in achieving financial and non-financial targets and improving the overall performance of Programme 3: Housing Development.
- Advise on the development of the Provincial Human Settlements Master Plan and assist with pipeline development and budget planning.

5. POSITION-SPECIFIC ROLES

A. Programme Delivery Facilitator: Office of the Head of Department

The facilitator within the **Office of the HOD** will provide strategic leadership and coordination support across departmental programmes, ensuring alignment between provincial and national priorities.

Key Responsibilities:

- Provide high-level technical and strategic advisory support to the HOD on human settlements policy implementation, institutional performance, and service delivery improvement.
- Coordinate and consolidate departmental performance reports, ensuring coherence between HSDG, ISUPG, and MTDP outcomes.
- Strengthen oversight of catalytic and strategic housing projects to ensure delivery, value for money, and compliance with governance frameworks.
- Facilitate high-level stakeholder engagements with municipalities, the Office of the Premier, and the National Department of Human Settlements to enhance intergovernmental collaboration.
- Monitor the implementation of departmental resolutions and provide progress briefs to the HOD and senior management structures.
- Identify systemic challenges affecting programme performance and propose strategic interventions to improve delivery.
- Support the development and review of the Provincial Human Settlements Master Plan and ensure its integration with broader provincial priorities.

B. Programme Delivery Facilitator: Chief Directorate: Planning, Monitoring and Evaluation

The facilitator within Planning, Monitoring and Evaluation will provide technical support to enhance planning systems, performance management, and compliance with national and provincial frameworks.

Key Responsibilities:

- Strengthen the Department's planning and performance management systems to align with MTDP, APP, and HSDG objectives.
- Support the development, quality assurance, and consolidation of business plans, annual performance reports, and M&E dashboards.
- Facilitate data integrity processes to ensure accuracy in programme and grant performance reporting.
- Conduct regular analysis of project and programme performance to identify underperformance, risks, and opportunities for improvement.

- Assist municipalities with planning and reporting processes to ensure alignment with provincial priorities and compliance with grant frameworks.
- Develop and institutionalize tools for results-based monitoring, evaluation, and learning to improve evidence-based decision-making.
- Facilitate workshops and capacity-building sessions on planning, performance reporting, and compliance requirements.
- Provide analytical insights and policy recommendations to support management decisions and improve delivery efficiency.

C. Programme Delivery Facilitator: Chief Directorate: Housing Development

The facilitator within Housing Development will focus on accelerating project implementation, improving compliance, and supporting municipalities in effective housing programme delivery.

Key Responsibilities:

- Support the Directorate in managing and monitoring housing and infrastructure projects funded through HSDG, ISUPG, Title Deed Restoration Programme, and other related programmes.
- Provide technical guidance to municipalities, contractors, and implementing agents to ensure projects meet design, quality, and regulatory standards.
- Monitor project progress, expenditure, and performance against approved business plans and contractual commitments.
- Support the preparation and verification of project completion reports, ensuring readiness for audit and certification.
- Identify delivery blockages, propose remedial actions, and coordinate with stakeholders to resolve implementation challenges.
- Provide on-site technical assistance and mentorship to strengthen municipal delivery capacity.

6. REQUIRED SKILLS, KNOWLEDGE, AND COMPETENCIES

The appointed Programme Delivery Facilitators must demonstrate the following qualifications, experience, and competencies aligned to the Department's strategic objectives:

6.1 Technical and Strategic Support Competencies

- Comprehensive knowledge of human settlements legislation, policy frameworks, and delivery instruments.
- Strong understanding of project lifecycle management, and infrastructure planning.

- Ability to interpret and apply relevant frameworks including the Housing Act, Breaking New Ground (BNG), and Spatial Planning and Land Use Management Act (SPLUMA).
- Proven capacity to analyse technical reports, budgets, and implementation plans to provide strategic recommendations.
- Expertise in developing and reviewing business plans, project pipelines, and funding models.

6.2. Programme Delivery, Oversight, and Compliance Competencies

- Advanced knowledge of PFMA, MFMA, and Treasury Regulations governing public sector project implementation.
- Strong project management, financial oversight, and contract administration skills.
- Ability to design monitoring and evaluation tools, track project performance, and produce analytical reports.
- Proven experience in resolving implementation bottlenecks and managing risk within complex housing delivery programmes.
- Competence in data management, performance tracking, and audit compliance.

6.3. Stakeholder Coordination, Policy Alignment, and Capacity Building Competencies

- Excellent stakeholder management and negotiation skills across government and private sector partners.
- Strong communication and facilitation skills for intergovernmental collaboration.
- Capacity to mentor and transfer skills to departmental and municipal officials.
- Proven experience in developing and implementing institutional strengthening programmes.
- Knowledge of provincial and municipal planning systems, including IDP and SDF integration.

6.4. Support toward MTDP and HSDG Targets Competencies

- Strong analytical ability to align departmental outputs with MTDP and HSDG objectives.
- Knowledge of national and provincial performance frameworks and indicators.
- Ability to prepare policy-aligned quarterly and annual performance reports.
- Strategic insight to propose innovations that accelerate sustainable housing delivery.
- Proficiency in performance data validation, financial accountability, and outcome-based reporting.

6.5. Additional General Competencies

- Excellent written and verbal communication skills.
- High level of integrity, professionalism, and confidentiality.
- Ability to work independently under pressure and deliver within deadlines.

- Advanced computer literacy (MS Office Suite, project management, and reporting tools).
- Strong analytical, strategic thinking, and problem-solving abilities.

7. QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

The appointed Programme Delivery Facilitators must possess relevant academic qualifications, professional registration (where applicable), and extensive practical experience in the human settlements and built environment sector.

7.1. Minimum Educational Qualifications

Candidates should hold at least a:

- **Relevant Qualification NQF 7**
- **Relevant Qualification NQF 8**
- **Relevant Qualification NQF 9-10 in one or more of the following fields:**
 - Human Settlements or Housing Development
 - Town and Regional Planning / Urban and Regional Planning
 - Civil Engineering / Construction Management
 - Public Administration / Public Management
 - Project Management
 - Financial Management

7.3. Relevant Experience

- Minimum of 5–10 years' proven experience in the human settlements, housing delivery, infrastructure development, or public sector planning environment.
- Demonstrated experience in programme and project management, including planning, implementation, monitoring, and reporting.
- Experience in working with provincial or municipal government structures, and familiarity with intergovernmental coordination processes.
- Proven track record in performance management, compliance oversight, and grant or budget management
- Demonstrated ability to prepare and review business plans, annual performance plans, and technical reports.
- Experience in stakeholder engagement, policy implementation, and capacity-building initiatives.
- Knowledge and practical experience in spatial planning, township establishment, or informal settlement upgrading will be advantageous.

7.4. Knowledge and Understanding

Applicants must demonstrate a sound understanding of:

- The Housing Act, Breaking New Ground (BNG) strategy, and SPLUMA.
- The Public Finance Management Act (PFMA), Municipal Finance Management Act (MFMA), and Division of Revenue Act (DoRA).
- The Medium-Term Development Plan (MTDP), National Development Plan (NDP), and related human settlements frameworks.
- Government reporting systems, compliance requirements, and planning instruments (IDP, SDF, APP, and HSDG).
- Integrated human settlements and sustainable urban development principles.

7.5. Essential Skills and Attributes

- Strategic planning and analytical ability.
- Strong leadership and coordination skills.
- Excellent report writing and presentation ability.
- Effective communication and interpersonal skills.
- Strong problem-solving and decision-making capacity.
- High level of computer literacy, particularly in MS Word, Excel, PowerPoint, and project management tools.
- Commitment to ethical governance, transparency, and accountability.

8. COMPENSATION

The Department will remunerate the appointed consultants according to the DPSA (Department of Public Service and Administration) hourly rates for consultants. Payments will be based on submitting timesheets detailing the number of days worked, as approved by the designated manager. The consultants are expected to work a minimum of 22 days to a maximum of 31 days per month.

9. CONTRACT

These appointments are for a period of thirty-six (36) months, with an option to renew and/or extend as will be determined by the department. The Department will enter a formal, enforceable contract with the selected consultants, outlining terms, conditions, and deliverables.

Bidders are required to be specific which position of the two they are bidding for by quoting the correct reference number.

Bidders who do not specify which position they are bidding for will be disqualified.

• **EVALUATION CRITERIA**

The evaluation process will be conducted in stages as follows:

Stage 1	Stage 2	Stage 3
Mandatory and other bid requirements	Functionality	Preference point system
Compliance with mandatory and other administrative bid requirements	For a bid to be responsive the minimum points for functionality shall be seventy-five (75) points. Any bid with less than seventy-five points will be disqualified and no further evaluation of the bid will be done.	Bids will be evaluated in terms of the 80/20 preference point system: 80 – Price 20 – Specific goals - Enterprises owned by Black people – 8 points 100% Black ownership– 8 points - Less than 100% to 51% - 7 points - Less than 51% Black ownership – 0 points Proof of ownership will be verified by either one of the following documents: CIPC Certificate, Valid B-BBEE Certificate & CSD report - Enterprise owned by Black women, Black youth or Military Veteran, People living with disabilities – 8 points BLACK WOMEN OWNED ENTERPRISE 100% Black women enterprise – 4 point - Less than 100% to 51% Black women enterprise – 3 points - Less than 51% Black women enterprise – 0 points BLACK YOUTH OR MILITARY VETERAN ENTERPRISE 100% Black youth or Military Veteran enterprise – 2 point - Less than 100% to 51% Black youth or Military Veteran enterprise – 1% points - Less than 51% Black youth or Military Veteran enterprise – 0 point DISABILITY OWNED ENTERPRISE 100% enterprise with disability - 2 point - Less than 100% to 51% enterprise with disability – 1 points - Less than 51% enterprise with disability – 0 point

		Proof of points claimed will be verified by the following documents: CIPC Certificate, ID Document, CSD report, Medical report by the medical practitioner for disability, Military Force Number 3. Enterprise location – 4 points ○ Within North West Province - 4 points ○ Outside North West Province – 3 point (Proof of enterprise location and confirmatory CSD report will be used to verify points claimed)
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Stage 1.1 Compliance with Bid requirements

- ✓ Invitation letter to bid
- ✓ SBD 1: Invitation to bid
- ✓ SBD 3.3 : Pricing Schedule- Professional Services
- ✓ SBD 4: Bidder's Disclosure
- ✓ SBD 6.1: Preference points claim form of the Preferential Procurement Regulations 2022
- ✓ General Conditions of Contract
- ✓ Special Conditions of Contract
- ✓ CSD report reflecting compliant tax status, successful bank verification and ownership information
- ✓ Valid Tax Clearance Certificate / Unique Pin issued by SARS
- ✓ CIPC Certificate
- ✓ Valid B-BBEE Certificate / Sworn Affidavit
- ✓ Confirmation of force number from DMV to claim military veteran points
- ✓ Confirmation of disability by the Medical Practitioner to claim disability points
- ✓ Proof of enterprise location

Stage 1.2 Compliance with Mandatory Requirements

- ✓ Detailed profile of the Consultant

Failure to comply with this Mandatory requirement will lead to immediate disqualification.

STAGE 2- FUNCTIONALITY

To assess the ability of each bidder to successfully execute the contract according to the Scope of Works, bidders will be evaluated using the functionality evaluation criteria stipulated in the table below.

Failure to score the minimum of 75 points will result in the bidder being disqualified and no further evaluation will be conducted.

Evaluation Criteria for (PDFH1)

NO	CRITERIA	SUB-CRITERIA	POINTS
1	Level of previous experience	<i>Experience in the field of human settlement development and regional /urban planning</i> • SPLUMA. • 10 years and above experience = 5 • Below 10 and above 5 years' experience = 3 • Less than 5 years' experience = 1 • No CV attached = 0 Bidders are required to submit CVs reflecting their experience in the field of human settlement development and regional/ urban planning	20
		Experience in human settlements programme and project management, design , and understanding of informal settlement upgrading partnership grant and human settlement development grant • 10 years and above experience = 5 • Below 10 and above 5 years' experience = 3 • Less than 5 years' experience = 1 • No CV attached = 0 <i>Bidders are required to submit CVs reflecting experience in human settlements programme and or project management, design, and understanding of informal settlement</i>	20

NO	CRITERIA	SUB-CRITERIA	POINTS
		upgrading partnership grant and human settlement development grant Experience in supporting and implementation of programmes and projects in respect of financial and non-financial administration, policy legislation and Regulatory compliance Stakeholder Coordination, Policy Alignment, and Capacity Building • 10 years and above experience = 5 • Below 10 and above 5 years' experience = 3 • Less than 5 years' experience = 1 • No CV attached = 0 <i>Bidders are required to submit CVs reflecting Experience in supporting and implementation of programmes and projects in respect of financial and non-financial administration, policy legislation and Regulatory compliance</i>	20
2	Qualifications	Higher education qualification in Public/Business Administration and Regional & Town Planning or Urban Design; Project Management • Relevant Qualification NQF 7 = 2 • Relevant Qualification NQF 8 =3 • Relevant Qualification NQF 9-10 =5 Bidders are required to submit certified relevant qualification certificates	20
3	Methodology	1. Understanding of Scope and Context (5 Points) 2. Proposed Approach and Work Plan (5 Points) 3. Identification of Tangible Deliverables and Reporting (5 Points) 4. Stakeholder Management and Capacity Building (5 Points) • 4-5 Points (Excellent) • 3 Points (Average) • 1-2 Points (Poor) • 0 Points (Non-responsive) Bidders are required to submit methodology covering the above key areas	20
		TOTAL	100

Evaluation Criteria for (PDFC1)

NO	CRITERIA	SUB-CRITERIA	POINTS
1	Level of previous experience	Experience in the Policies and legislative environment relating to human settlements, informal Settlement upgrading and rights-based development • 10 years and above experience = 5 • Below 10 and above 5 years' experience = 3 • Less than 5 years' experience = 1 • No CV attached = 0 Bidders are required to submit CVs reflecting their experience in <i>the policies and legislative environment relating to human settlements, informal Settlement upgrading and rights-based development</i>	15
		<i>Support the Department in achieving financial and non-financial targets and improving the overall performance of Programme 3: Housing Development</i> • 10 years and above experience = 5 • Below 10 and above 5 years' experience = 3 • Less than 5 years' experience = 1 • No CV attached = 0 Bidders are required to submit CVs reflecting Support the Department in achieving financial and non-financial targets and improving the overall performance of Programme 3: Housing Development	15
		<i>Experience in Title deeds Restoration programme</i> • 10 years and above experience = 5 • Below 10 and above 5 years' experience = 3 • Less than 5 years' experience = 1 • No CV attached = 0 Bidders are required to submit CVs reflecting their experience in Title deeds Restoration programme	15
		<i>Experience in the provincial strategies, programme and plans to ensure the</i>	15

NO	CRITERIA	SUB-CRITERIA	POINTS
		<i>achievement of the MTDP targets and the approval annual provincial business Plans and built environment performance plans</i> • 10 years and above experience = 5 • Below 10 and above 5 years' experience = 3 • Less than 5 years' experience = 1 • No CV attached = 0 Bidders are required to submit CVs reflecting their experience in the human settlements department strategies, programme and plans to ensure the achievement of the MTDP targets and the approval Annual Provincial Business Plans and built environment performance plans	
2	Qualifications	Higher education qualification NQF Level 7 or higher, (Built Environment /Financial Management) • Relevant Qualification / NQF 7 = 2 • Relevant Qualification NQF 8 =3 • Relevant Qualification NQF 9-10 =5 Bidders are required to submit certified relevant qualification certificate/s	20
3	Methodology	<i>1. Understanding of Scope and Context (5 Points)</i> <i>2. Proposed Approach and Work Plan (5 Points)</i> <i>3. Identification of Tangible Deliverables and Reporting (5 Points)</i> <i>4. Stakeholder Management and Capacity Building (5 Points)</i> Bidders are required to submit methodology covering the above key areas	20
		TOTAL	100

For purposes of comparison and to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to the functionality criteria mentioned. A bidder that scores less than seventy-five (75) points in respect of functionality will be disqualified and no further evaluation will be made.

STAGE 3- PRICE AND PREFERENCE POINTS

Only qualifying bids will be evaluated in terms of 80/20 preference points system.

PRICE	80
SPECIFIC GOALS -	20
TOTAL POINTS FOR PRICE & SPECIFIC GOALS	= 100

Subject to section (2) (1) (f) of the Act (PPPFA Act 5 of 2022) the contract must be awarded to the tenderer scoring the highest points.

Criteria for breaking deadlock in scoring

Section 8 of the Regulations (PPR 2022)

(1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals t

(2) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

SUPPORTED/ NOT SUPPORTED

MS CH GABOUTLOELOE

CHAIRPERSON DBSC:

Ch Gaboutloeloe Date: *22/09/25*

RECOMMENDED / NOT RECOMMENDED

MS SD MOKHADI

CHAIRPESON DBAC:

SD Mokhadi

Date: *26/09/25*

APPROVED / NOT APPROVED

MS M.K. MAHLOBO

ACCOUNTING OFFICER:

M.K. Mahlobo

Date: *26/09/25*

Annexure A

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
- 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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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
- (c) 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.
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.

Js General Conditions of Contract (revised July 2010)