



NORTH WEST HOUSING  
CORPORATION

**APPOINTMENT FOR A SUITABLE AND QUALIFIED SERVICE PROVIDER FOR PROPERTY MANAGEMENT FOR FIVE RENTAL PROPERTIES ON BEHALF OF NORTH WEST HOUSING CORPORATION (NWHC) FOR A PERIOD OF THIRTY (30) YEARS.**

**TENDER NUMBER: NWHC 03/2026**

**CLOSING DATE: 22 MAY 2026**

**CLOSING TIME: 11H00**

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

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

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

.....

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

**EMAIL : .....**

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

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

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



**NORTH WEST HOUSING CORPORATION**

**OFFICE OF THE CEO**

No.23 First Street, Segarona Building, Industrial Site, Mafikeng, 2745
 +27 18 381 5029
 +27 63 704 2038
 Social Media Platforms

enquiries@nwhc.co.za
 www.nwhc.co.za



**ANONYMOUS ANTI-FRAUD & CORRUPTION HOTLINE**  
Toll Free 0800 111 179 / E-mail:nwhc@whistleblowing.co.za / SMS: 33490

BID NUMBER	BID DESCRIPTION	BID DOCUMENT OBTAINABLE FROM	EVALUATION CRITERIA	CLOSING DATE AND TIME	ENQUIRY
NWHC 03/2026	NWHC 03/2026: APPOINTMENT FOR A SUITABLE AND QUALIFIED SERVICES PROVIDER TO PROVIDE PROPERTY MANAGEMENT SERVICES FOR FIVE (5) RENTAL PROPERTIES ON BEHALF OF NORTH WEST HOUSING CORPORATION.	E-Tender portal and NWHC website – <a href="http://www.nwhc.co.za">www.nwhc.co.za</a>  Bid documents will be available on Wednesday, 29th April 2026	Functionality as specified in the bid document. 80/20 scoring will be applicable. 90 – Price 10 – Preferential Points	<b>Friday, 22 May 2029 at 11H00</b> NWHC Head Office, Segarona Building, No.23 First Street, Industrial site, Mafikeng	Scope/Terms of reference: Ms. Nonofu Lesejane nllesejane@nwhc.co.za 018 381 5029 Supply Chain Enquiries: Mr. Lethogonolo Makwati flmakwati@nwhc.co.za 018 110 0761

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

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

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

**INTERIM BOARD OF DIRECTORS**

Mr. KD Mataboge (Deputy Chairperson and Acting Chairperson), Ms. WJ Nelson, Ms. D Moagi, Mr. NDS Tsagae, Mr. SE Lepomane, Ms. NL Miga, Mr. TS Lerefolo, Mr. SE Mogodiri (CEO), Dr. MM Tlhape (COO), Mr. A Mthiywa CA (SA) (ACFO), Ms. N Lesejane (GM),

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

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

No Faxed or emailed bids will be accepted.

Late bids will not be accepted.

Approved by

**Mr. S. E. Mogodiri**

**Chief Executive Officer (CEO)**

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**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTH WEST HOUSING CORPORATION					
BID NUMBER:	NWHC 03 / 2026	CLOSING DATE:	22 MAY 2026	CLOSING TIME:	11H00
DESCRIPTION	NWHC 04/2023: APPOINTMENT OF A SUITABLE AND QUALIFIED SERVICE PROVIDER TO PROVIDE PROPERTY MANAGEMENT SERVICES FOR FIVE (5) RENTAL PROPERTIES ON BEHALF OF NORTH WEST HOUSING CORPORATION (NWHC) FOR A PERIOD OF THIRTY (30) YEARS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
NO.23 FIRST STREET, SEGARONA BUILDING					
INDUSTRIAL SITE					
MAFIKENG					
2745					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	LETLHOGONOLO MAKWATI		CONTACT PERSON	NONOFO LESEJANE	
TELEPHONE NUMBER	018 011 0761		TELEPHONE NUMBER	018 381 5029	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	flmakwati@nwhc.co.za		E-MAIL ADDRESS	nlesejane@nwhc.co.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. 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).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

**SBD4**

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

- 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
<b>PRICE</b>	50
<b>SPECIFIC GOALS</b>	50
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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:

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises owned by black people (must be included as a specific goal)	<p><b>Maximum 8 points</b></p> <ul style="list-style-type: none"> <li>○ 100% Black ownership – <b>8 points</b></li> <li>○ Less than 100% and above 51% Black ownership – <b>4 points</b></li> <li>○ Less than 51% Black ownership – 0 points</li> </ul> <p><b>Proof of ownership must be verified by either one of the following documents: CIPC Certificate, Valid B-BBEE Certificate &amp; CSD report</b></p>	
Enterprise owned by women, youth, or military veterans, people living with disabilities.	<p><b>Maximum 8 points</b></p> <p><b>BLACK WOMEN OWNED ENTERPRISE</b></p> <ul style="list-style-type: none"> <li>○ 100% Black women enterprise – <b>8 points</b></li> <li>○ Less than 100% and above 51% Black women enterprise – <b>4 points</b></li> <li>○ Less than 51% Black women enterprise – 0 points</li> </ul> <p><b>BLACK YOUTH and MILITARY VETERAN ENTERPRISE</b></p> <ul style="list-style-type: none"> <li>○ 100% Black youth - <b>2 points</b></li> <li>○ Military Veteran enterprise – <b>1 point</b></li> <li>○ Less than 100% Black youth and Military Veteran enterprise – <b>0 point</b></li> </ul> <p><b>DISABILITY OWNED ENTERPRISE</b></p>	

	<ul style="list-style-type: none"> <li>○ 20% or more enterprise with disability – <b>1 point</b></li> <li>○ Less than 20% enterprise with disability – <b>0 point</b></li> </ul> <p style="text-align: center;"><b>Proof of points claimed must be verified by the following documents: CIPC Certificate, ID Document, CSD report, medical report by the medical practitioner for disability, Military Force Number</b></p>	

**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

- 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:** .....

.....

.....

.....

.....



**NORTH WEST HOUSING  
CORPORATION**

 No.23 First Street, Segarona Building, Industrial Site, Mafikeng, 2745  +27 18 381 5029  +27 63 704 2038  Social Media Platforms

 [enquiries@nwhc.co.za](mailto:enquiries@nwhc.co.za)  [www.nwhc.co.za](http://www.nwhc.co.za)

**ANONYMOUS ANTI-FRAUD & CORRUPTION HOTLINE**

Toll Free 0800 111 179 / E-mail: [nwhc@whistleblowing.co.za](mailto:nwhc@whistleblowing.co.za) / SMS: 33490



## **TERMS OF REFERENCE**

# **APPOINTMENT OF SUITABLE AND QUALIFIED SERVICE PROVIDER TO PROVIDE PROPERTY MANAGEMENT SERVICES FOR FIVE RENTAL PROPERTIES ON BEHALF OF NORTH WEST HOUSING CORPORATION (NWHC) FOR A PERIOD OF 30 YEARS.**

### **INTERIM BOARD OF DIRECTORS**

Mr. KD Mataboge (Deputy Chairperson and Acting Chairperson), Ms. WJ Nelson, Ms. D Moagi, Mr. NDS Tsagae, Mr. SE Lepomane, Ms. NL Miga, Mr. TS Lerefolo, Mr. SE Mogodiri (CEO), Dr. MM Tlhape (COO), Mr. A Mthiywa CA (SA) (ACFO), Ms. N Lesejane (GM), Mr. SZ Machaba (Company Secretary)

## **1. INTRODUCTION AND BACKGROUND**

- 1.1. The Department of Human Settlements is a provincial department in the North West Province with a mandate to provide shelter to the citizens of the province.
- 1.2. The department focuses on housing delivery, which includes amongst others; Social and Rental Interventions Programs, namely: Community Residential Units (CRUs) and Social Housing. The programs are initiatives of the National Department of Human Settlements (NDoHS). The overall aim of these programs is the provision of a secure, stable rental tenure for lower income households.
- 1.3. The Department has mandated the North West Housing Corporation to facilitate the appointment of suitable and qualified service providers to provide property management services for the below Community Residential Units.
- 1.4. For purposes of this document, focus will be on the Community Residential Units (CRU), a programme which was launched during 2007 and aims to rationalize the public sector rental housing stock, as well as ensuring the long-term viability thereof. In support of this program, the North West Provincial Government (NWPG) has engaged with several local Municipalities with a view to implementing CRU projects to the benefit of local communities.
- 1.5. During the past years, the department started with the development of Five (5) CRU development in:
  - Marikana CRU in the Rustenburg Local Municipality in Marikana
  - Boitekong CRU in the Rustenburg Local Municipality in Boitekong
  - Ikageng CRU in the JB Marks Local Municipality in Ikageng
  - Mogwase CRU in the Moss Kotane Local Municipality in Mogwase
  - Mafikeng CRU in the Mafikeng Local Municipality in Mafikeng
- 1.6. Since the projects will remain rental scheme under the CRU requirements, it is crucial that the scheme be managed accordingly. However, the institutional structures of provincial government and respective municipalities do not allow for the management of the CRUs, consequently, this function needs to be outsourced to an external property management agent.

## **2. VISION**

Integrated and sustainable Human Settlements.

## **3. MISSION**

The Department will develop cohesive, sustainable and integrated Human Settlements in the North West.

#### 4. VALUES

- The department's inherent values as informed by, amongst others, Batho Pele principles are:
  - Professionalism, Integrity and Leadership
  - Value for money and Accountability
  - Partnership
  - Compassion and Empathy
  - Restoration of Dignity and Resilience
  - Environment - friendly

#### 5. GENERAL INFORMATION

##### 5.1. Properties description and location

##### 5.1.1 Marikana CRU

Marikana CRU is located at Erf 6018, Erf 2026 and Erf 6030 Marikana



Figure 5.1.1: Marikana CRU Layout Plan

##### Description of units at Marikana CRU: 252 units

Item description	Units per typology		
	Bachelor	1 bedroom	2 bedroom
Maximum persons per unit	1	2	4
Floor area/unit	30,7	40,0	50,7
Total number of units	84	84	84
Total floor area	2578,8	3360	4258,8

#### INTERIM BOARD OF DIRECTORS

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### 5.1.2 Boitekong CRU

Boitekong CRU is located on Erf's, 15643 to 15672, 15673, 15680 to 15701, 15814 to 15826 Boitekong Ext 12, Rustenburg.



Figure 5.1.2 Boitekong CRU Site Layout Plan

#### Description of units at Boitekong CRU: 200 units

Item description	Units per typology		
	Bachelor	1 bedroom	2 bedroom
Maximum persons per unit	1	2	4
Floor area/unit	31,1	47,4	63,3
Total number of units	24	48	128
Total floor area	746,4	2275,2	8102,4

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### 5.1.3 Ikageng CRU

Ikageng CRU site is located on Erf 20348, Ikageng, Potchefstroom



Figure 5.1.3 : Ikageng CRU Layout Plan

#### Description of units at Ikageng CRU: 100 Units

Item description	Units per typology		
	Bachelor	1 bedroom	2 bedroom
Maximum persons per unit	1	2	4
Floor area/unit	30	40,0	53
Total number of units	10	30	60
Total floor area	300	1200	3180

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#### 5.1.4 Mogwase CRU

Mogwase CRU site is located on Erf723 and Erf 756, Mogwase, Rustenburg



Figure 5.1.4 : Mogwase CRU Layout Plan

#### Description of units at Mogwase CRU: 104 Units

Item description	Units per typology			
	Bachelor	1 bedroom	2 bedroom	3 bedroom
Maximum persons per unit	2	2	4	6
Floor area/unit	30,7	40	50,7	60,2
Total number of units	17	48	39	6
Total floor area	521,9	1920	1977,3	361,2

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### 5.1.5 Mafikeng CRU

Mafikeng CRU site is located on Erf 8706 extension 39 Mafikeng, North West



Figure 5.1.5: Mafikeng CRU Layout Plan

#### Description of units at Mafikeng CRU: 100 Units

Item description	Units per typology		
	Bachelor	1 bedroom	2 bedroom
Maximum persons per unit	2	2	4
Floor area/unit	31,1	47,4	63,3
Total number of units	12	24	64
Total floor area	373,2	1137,6	4051,2

## 6. Description of Operational Requirements

- 6.1. To assist these tenants, the CRU units are rented out at below market rates and calculated on a "cost recovery" principle. Although other tenants (not falling within the CRU category), will be permitted to occupy the units from time-to-time, the occupation ratio of such tenants may not exceed 40% of the total number of units. This means that 60% of the units must always be reserved for and occupied by CRU category tenants.
- 6.2. For this reason, the skills of a reputable property management agent are required to manage the CRU project for a fixed term of at least 30 years. It will be expected from the management agent to perform, amongst others, several administrative, financial, legal and technical functions.

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## **7. Municipal services**

- 7.1. The Municipality will perform its ordinary municipal service delivery functions, at the standard rates levied to all residents. The cost of providing the services is not included in the monthly rental amounts and tenants are to pay separately for these services.
- 7.2. Despite the management and operational requirements associated with the CRU units the management agent will be responsible for the collection of service delivery charges to be paid over to the municipality each month.

### *Water*

Where Water meters have not been installed yet at these properties, it is therefore recommended that a fixed rate fee form part of the monthly rental until such time pre-paid water meters can be installed.

### *Electricity*

- Electricity operates on a pre-paid system although a small portion of communal electricity will be levied against the individual tenant accounts.
- The pre-paid meters must be inspected by the management agent on a regular basis to ensure that the meters are not tampered with.

### *Sanitation and refuse removal*

The standard rate for sanitation and refuse removal must be levied against each unit and paid by the tenant as part of the municipal account statement received from the municipality.

### *Maintenance and repairs*

- Apart from the month-to-month operational requirements, the management agent shall also be responsible for all maintenance and repairs in respect of the CRU properties.
- It is expected from the management agent to hand over the properties at the end of the management term in the a good condition as it had been at the beginning of the management term, reasonable wear and tear accepted.
- The management agent shall draw up a snag list of all defects within the scheme within 4 (Four) weeks from commencing with the management term, which shall serve as record to determine the condition of the complex at the end of the term.

## **8. MANAGEMENT FUNCTIONS AND RESPONSIBILITIES**

- The North West Housing Corporation will enter a fixed term contract with the property management agent for a period of Thirty (30) Years.
- Bidders should make provision in their proposals to fulfil at least the functions as listed below. Bidders may propose supplementary functions.

### **8.1. Administrative and Management Functions**

- The Management agent shall act as the overall point of entry for;
- Receiving and completing tenant applications;
- Keeping a waiting list of tenants;
- Screening of tenants. (Salary, credit checks, etc.);
- Concluding and managing of lease agreements;
- Allocating units to tenants;
- Orientation/Capacitation of tenants;
- Facilitate and Co-ordinate all arrangements pertaining to indigents;
- Handling of general inquiries;
- Following up and reporting on problems;
- Keeping of records of all documentation including;
- Application forms;
- Lease agreements;
- Individual files for each tenant;
- Financial Information;
- Operational Requirements, etc.

### **8.2. Security services**

- **Patrolling and Observation:** Regularly walking or driving around the premises to monitor for suspicious activity and ensure the safety of people and property.
- **Surveillance and Monitoring:** Operating and monitoring CCTV cameras, security systems, and other surveillance equipment to detect and respond to potential threats.
- **Access Control:** Verifying credentials, issuing visitor passes, and enforcing access policies to regulate the flow of people and vehicles.
- **Emergency Response:** Responding quickly and effectively to emergencies, such as fires, medical incidents, or security breaches, and coordinating with relevant authorities.
- **Incident Reporting:** Documenting and reporting all incidents, including security breaches, accidents, and suspicious activities, to ensure proper investigation and follow-up.
- **Maintaining order:** preventing unauthorized access, controlling crowds, and maintaining a safe and secure environment.
- **Protecting Assets:** Safeguarding company property, equipment, and other valuable assets from theft, damage, or unauthorized access.

#### **Additional Duties:**

- ✓ Identifying suspicious behaviour: Being vigilant and reporting any unusual or potentially threatening behaviour.
- ✓ Compliance: Ensuring adherence to security policies, procedures, and legal requirements.

- ✓ Visitor Assistance: Aiding and guidance to visitors, including checking them in and out.
- ✓ Crowd Control: Managing crowds effectively to prevent potential incidents and ensure safety.

### 8.3. Financial services

- Opening of accounts for all tenants;
- Issuing of monthly invoices and statements;
- Delivery of monthly invoices and statements;
- Issuing of payment reminder letters;
- Receipt of payments from tenants;
- Issuing of receipts as proof of payment to tenants;
- Reconciliation of tenant accounts;
- Coordination with municipal departments in respect of:
  - ✓ Water Meter readings
  - ✓ Payment for services
  - ✓ Cutting of services
  - ✓ Evictions
  - ✓ Payment of services charges to the municipality.
- Payment of collections into the project current and investment accounts and financial management of these accounts.
- The payment of creditors.

### 8.4. Legal & Administration Services

- Facilitating signature of lease agreements by tenants;
- Dispute resolution via the Rental Housing Tribunal;
- Judicial summons in respect of non-payers;
- Executing the eviction of non-payers with assistance from the legal department of the municipality.

### 8.5. Technical and Infrastructural Services

- Opening of municipal utility accounts for all tenants
- Making arrangements and co-ordinate the provision of Services (Utilities);
- Water meter readings and reconciliation of tenant utility accounts;
- Following up and resolve service interrupts, leakages and breakages;
- Maintain and repair breakages to the units
- Facilitate services maintenance by the municipality;
- Reactive and planned maintenance of dwelling units;
- Discontinuing services with assistance from the municipality when required.

## 8.6. Maintenance and cleaning services

- General maintenance of complex grounds and gardens;
- Facilitate the collection of waste and refuse removal;
- Management of the dedicated refuse areas.

## 9. REPORTING

Management shall be responsible to submit monthly reports to the North West Housing Corporation, as described in more detail below;

### 9.1. Monthly reporting

- Monthly reporting shall include, but is not limited to, the following;
- Financial summary and Cash flow report
- Level of Occupation (number and type of units occupied / vacant);
- Profile of the tenants occupying the units;
- Rental amounts received v/s outstanding;
- Historical amounts in arrears and action taken;
- Status of overall financial affairs;
- Repairs and maintenance issues;
- Any other aspects that should be noted.

### 9.2. Bi-Annual reporting

- The Bi- Annual Management Report shall include, but is not limited to, the following;
  - ✓ Key operational aspects
  - ✓ Bi-annual Financial statements
  - ✓ Proposed budget for the next reporting period

## 10. FINANCIAL PERFORMANCE INDICATORS

### 10.1. Calculation of rental principles

Bidders should note that CRU focuses on affordability amongst the poorest of the poor and consequently rental amounts will not be driven by current market forces, but rather by recovering direct cost.

Rental calculations for the CRU units must be determined in accordance with the CRU Policy as stipulated below. Management agents will not be permitted to charge additional rent on top of the base-rental calculations, Management and Maintenance.

$$\frac{\text{Operating costs}}{\text{m}^2} = \text{Total fixed m}^2$$

$$\text{Monthly rental per unit} = \text{Floor area/unit} \times \text{Total fixed m}^2$$

10.2. The following important principles must be applied in respect of all CRU rental stock:

The standard Rental Housing Agreement as set out in the Rental Housing Act no. 50 of 1999 shall be used.

10.3. Service fee charges from the municipality (sanitation and refuse), are not included in the rental amounts and must be indicated separately on an invoice.

## 11. MINIMUM OPERATIONAL REQUIREMENTS

Bidders should note that the management agent will be responsible for collecting rent. The rental income must be utilized in such a way to ensure that operational requirements are adequately met. The following table summarizes the envisaged basic operational requirements in accordance with the CRU cost recovery model.

## 12. Minimum operational Requirements

Items recommended for the allocation proposed bid Amount for a period of 6 months:

- Reactive Maintenance
- Planned Maintenance
- Admin and other operational Costs: Provide Detailed Breakdown of costs
- Irrigation and Cleaning: Provide Detailed Breakdown of costs
- Security: Provide Detailed Breakdown of costs
- Other e.g. municipal levies: Provide Detailed Breakdown of costs
- Management Agency Fee over a period of 06 Months

12.1. The above requirements are briefly discussed below:

- *Reactive Maintenance*

Reactive maintenance relates to maintenance work or repairs not planned for

- *Planned Maintenance*

This type of maintenance needs to be performed on a regular basis and in accordance with a planned schedule to ensure that assets remain within an acceptable rentable standard.

- Security

The Management agent must make provision for sub-contracting a private security company to provide security for the CRU complex.

- Other

Water, Sanitation and refuse removal levies must be collected on behalf of the municipality and be paid over to the municipality

## 12.2. Trust account

The management agent shall be responsible to open a trust account and the surplus should be paid into the account and for use towards the project when so required. The surplus funds will remain in the bank account and shall be administered to the benefit of the project. This will form part of revenue collected.

## 13. FORMAT OF TECHNICAL AND FINANCIAL PROPOSAL

### 13.1. Technical Proposal

The Technical Proposals of all Bidders should include the following information:

- Detailed methodology and approach to be used for assisting the Department of Human Settlements with administrative and financial services pertaining to the mentioned CRU Projects, including, but not limited to:
  - ✓ Administrative and management processes;
  - ✓ System tools and procedures;
  - ✓ Collection strategy;
  - ✓ Resource allocation;
  - ✓ Consumer education
  - ✓ Social mobilization
  - ✓ Formalization of current tenants,
  - ✓ Demonstrate Rental Calculation and the projected first years' cashflow.
  - ✓ Detailed cost projections for the Initiation period of Six (6) months to include tenanting and community facilitation. **This will form the tender price (form SBD 3.3)**
  - ✓ Detailed cost projections for the long-term maintenance plan.
  - ✓ Prior relevant experience in performing similar work.
  - ✓ Contactable references in respect of prior property management experience in respect of

projects delivered.

- ✓ Your Property Management Team/Structure necessary for the management of the property/properties referred to.
- ✓ Description of your systems and equipment that will be used to manage the CRU units.
- ✓ Curriculum Vitae of the management agent team members.

13.2. Bidders must also demonstrate their knowledge and experience in terms of the following policies and legislation:

- The Rental Housing Act, No 50 of 1999;
- Municipal housing policies;
- National Housing Code 2009 on CRUs;
- Public Finance Management Act of 1999
- Local Government Municipal Systems Act, No 32 of 2000;
- Municipal Finance Management Act, no 56 of 2003;
- Local Government Municipal Property Rates Act (no 6 of 2004).

13.3. **Cost Breakdown and cash flow**

- Bidders must supply, as part of their proposal, a detailed cost breakdown and cash flow projection for the management term, taking cognizance of the projected income and minimum operational requirements set out above.
  
- As with any residential complex falling under some form of rental module, it can be expected that a certain percentage of tenants will not honour their agreements with the landlord. This will result in a smaller income than budgeted for each month and since the rental amount is built around economic cost recovery, there will be no buffer to accommodate any shortfalls. The cash flow projection should therefore also make provision for bad debt.

## **14. VERIFICATION OF DOCUMENTS**

It is advisable for the respondents to verify their page numbering to ensure that there are no missing pages. No liability will be accepted by the Entity in regard to anything arising on the issue of missing pages.

## **15. EVALUATION CRITERIA**

### **PHASE I: Administrative Compliance**

During this phase service provider's response will be evaluated based on the mandatory and non-mandatory requirements indicated hereunder. The phase is not scored and service providers who do not submit acceptable proposals by failing to comply with all the mandatory criteria and conditions will be disqualified.

- a) All SBD forms to be completed and signed accordingly.
- (i) **Mandatory Requirements**
- b) Company registration documents.
- c) CSD Report
- d) Copy of accredited B-BBEE Certificate, original sworn affidavit or original B-BBBEE certificate issued by the Department of Trade and Industry of RSA;
- e) Valid Tax Compliance status pin letter
- f) In the event of a JV, Both Tax Compliance Status PIN Letters of the JV should be submitted, and both companies should be tax compliant.
- g) Signed Joint Venture agreement in case of a Joint Venture.
- h) Joint Venture and SANAS approved BBBEE certificate in case of a Joint Venture.
- i) The tender or any of its directors are not listed on the Register of Tenderer Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- (ii) **Tax Compliance Status**

It is a condition of this bid that the tax matters of the successful service provider be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the service provider's tax obligations at the point of awarding. Tax Compliance will also be confirmed at award.

(iii) **Consortia/Joint Ventures/Sub-contractors**

Where Consortia/Joint Ventures/Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

**In bids where consortia/joint ventures are involved; each party must submit a separate tax pin compliance letter and a separate CSD report.**

(iv) **FUNCTIONALITY CRITERIA**

Bidders must achieve a minimum of **70 points** and above of the functionality points in order to be eligible to be on the database. Any proposal not meeting the minimum score of 70 points on the technical functionality at the time of bid closing date will be disqualified.

Functionality will be evaluated on the basis of the responses on the Functionality Questionnaire and supporting documentation supplied by the Bidders as follows:

- The bids will be evaluated on technical / functionality compliance by allocating points in respect of functionality according to the criteria set out below.

CRITERION	MAXIMUM TO BE AWARDED	SCORING	MEANS OF VERIFICATION
1. Functionality			
Experience	15	15 Points	<p>Experience in CRU Property Management (Number of years)</p> <ul style="list-style-type: none"> <li>- (0 – 3 Years) Rental Properties Managed = <b>5 pts</b></li> <li>- (3 – 7 Years) Rental Properties Managed = <b>10 pts</b></li> <li>- (7 and above Years) Rental Properties Managed = <b>15 pts</b></li> </ul> <p>Schedule of tenderer's experience</p> <p>Performance and quality reports from Property Owners / Managers telephone numbers on previous Properties Managed projects</p> <p>Complete list of CRU properties under management in the past with names and contact of referees</p> <p>No evidence produced; no points will be allocated</p>
Capacity	60	15 Points	<p>Total Annual Turnover in CRU Property management</p> <ul style="list-style-type: none"> <li>- R 0 to R 2 000 000 (R2m) p.a = <b>5 pts</b></li> <li>- R 2 000 000 (R2m) p.a to R 7 000 000 (R7m) p.a = <b>10 pts</b></li> <li>- R7 000 000 (R5m) p.a and above = <b>15 pts</b></li> </ul> <p>Annual Financial Statements will serve as proof of revenue collected in the past.</p> <p>Management Statements</p> <p>No evidence produced, no points will be allocated</p>
		30 Points	<p>Project Viability and sustainability plan for the management of the properties (Property Management Methodology)</p> <ul style="list-style-type: none"> <li>- Poor = <b>0 pts</b></li> <li>- Average = <b>10 pts</b></li> <li>- Acceptable = <b>20 pts</b></li> <li>- Excellent = <b>30 pts</b></li> </ul> <p>A detailed business proposal / plan for managing the project to ensure that the project is sustainable.</p> <p>Plan to include:</p> <ul style="list-style-type: none"> <li>• Demonstrate Rental Calculation and the projected first years' cashflow.</li> <li>• Detailed cost projections for the Initiation period of Six (6) months</li> </ul> <p>Proven record of Rental Property viability/sustainability maintenance from Property Owners / Managers</p>

	15 Points	Cash and Debt Collection Strategy within Municipal environment - Poor = 0 pts - Average = 5 pts - Acceptable = 10 pts - Excellent = 15 pts	A detailed financial plan on the rental collection and management of income and expenditure to ensure that the project is sustainable  No evidence produced, no points will be allocated
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CRITERION	MAXIMUM TO BE AWARDED		SCORING	MEANS OF VERIFICATION
Terms of reference	15	15 Points	Implementation of the Terms of Reference - Poor = 0 pts - Average = 5 pts - Acceptable = 10 pts - Excellent = 15 pts	A detailed strategy on how the overall project is to be implemented in line with terms of reference
Registration and Affiliation	10	10 Points	Number of years registered with Social housing Regulatory Authority (SHRA) - 0 – 5 Years = 5 pts - 5 Years and above = 10 pts	Registration Certificate  No evidence produced; no points will be allocated
TOTAL SCORE	100	100 Points		

Bidder's capacity will be determined through the under mentioned criterion on functionality which carries 100 points.

## 16. CONTRACTUAL OBLIGATIONS

The appointed company or institution will enter a formal contract with the North West Housing Corporation. The contract will include clauses related to confidentiality, intellectual property rights, conflict of interest, and other relevant terms and conditions.

## 17. SUBMISSION DEADLINE

Proposals should be submitted at \_\_\_\_\_ (in the tender box) situated on \_\_\_\_\_ at the address mentioned below. It is the responsibility of the prospective supplier to ensure that the bid document is deposited in the tender box before \_\_\_\_\_ on \_\_\_\_\_. **No late submission will be accepted.**

**Address for**

**Submission:**

23 First street Industrial Site Mafikeng 2745

If a courier service company is being used for delivery of the proposal document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered to the tender box, as mentioned above.

The Department will not be held liable for loss of documents by courier services.

#### **18. OFFICIALS PROHIBITED FROM SUBMITTING BIDS**

In accordance with Treasury Instruction Note 17 of 2012, an employee of the Government or a public entity may not have a business interest in any entity conducting business with the Provincial Government.

#### **19. TERMINATION RIGHTS**

An agreement can be terminated by a participant on grounds of poor service delivery or any other breach by the bidder. North West Housing Corporation will be in a position to terminate an agreement without honoring the outstanding months where after following the prescribed remedial process stipulated in the agreement and agreement between the bidder and the North West Housing Corporation; it is proven that the bidder failed to remedy the poor provision of service.

#### **20. AGREEMENTS**

The Service Provider(s) will be expected to sign a framework agreement with the North West Housing Corporation. The Service Level Agreement will be subject to the bid documents, including the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

#### **21. SETTLEMENT OF DISPUTES**

Notwithstanding clause 27 of the GCC, mediation proceedings will not be applicable to this contract.

#### **22. ACCEPTANCE OF THE TERMS OF REFERENCE AND GENERAL CONDITIONS OF CONTRACT**

Failure to accept the Terms of Reference and the General Conditions of Contract or any part thereof, may result in the bid not being considered. Bidders may not amend any of the Special Conditions or include their own conditions; as such amendments or inclusions will result in disqualification of the bid.

**THE BIDDER MUST COMPLETE THE FOLLOWING:**

I \_\_\_\_\_ in my capacity as \_\_\_\_\_ of

the Company, hereby certifies that I take note and accept the above-

mentioned Special Conditions of the Contract.

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE

CAPACITY

Contact person of company: \_\_\_\_\_

Tel. of company: (\_\_\_\_)\_\_\_\_\_ Fax of company : (\_\_\_\_)\_\_\_\_\_

## **Annexure A**

### **GOVERNMENT PROCUREMENT**

### **GENERAL CONDITIONS OF CONTRACT**

#### **NOTES**

The purpose of this document is to:

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

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

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

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2. Application
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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections,  
tests and  
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

**14. Spare parts**

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

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

**15. Warranty**

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

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

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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