



NORTH WEST HOUSING CORPORATION

EXPRESSION OF INTEREST:

APPOINTMENT OF A PANEL OF APPROVED TOWN & REGIONAL PLANNING, QUANTITY SURVEY, LAND SURVEY, ENVIRONMENTAL, GEOLOGY & RELATED SERVICES FOR A PERIOD OF THREE (3) YEARS

TENDER NUMBER: NWHC 04/2021

05 OCTOBER 2021

NAME OF BIDDER :

CONTACT PERSON :

ADDRESS OF BIDDER:

.....

TEL NUMBER : (.....)

EMAIL :

CSD NUMBER :

BBBEE LEVEL :

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

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES

THE CHIEF EXECUTIVE OFFICER

NORTH WEST HOUSING CORPORATION (NWHC)

23 First Street
Segarona Building
Industrial Site
MAFIKENG
2745

EXPRESSION OF INTEREST

Call for Expression of Interest No. : _____

Deadline for the submission of the Expression of Interest : _____

Applicant submitting the Expression of Interest:

(Company Name)

(Company Registration Number)

Dear Sir or Madam,

Herewith we are submitting our Expression of Interest on behalf of (Applicant)

in response to the Call for Expression of Interest for the **Panel of Approved Town & Regional Planning Services & Related Services for A 3 Year Period.**

The undersigned is duly authorized to represent (Applicant) _____

By signing this form certifies and declares that the information contained in this Expression of Interest and its Appendices is complete and correct in all its elements.

Yours sincerely

Signature(s) : _____

Name and position : _____

Applicant's name : _____

Place: _____ Date (day/month/year): _____

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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PLEASE TICK ON THE AREA OF EXPERTISE FOR WHICH THE EXPRESSION OF INTEREST IS SUBMITTED

Table 1: AREA OF EXPERTISE

FIELD	AREA OF EXPERTISE	Signature on Selected Area
Town & Regional Planning	Pertaining to All Built Environment Services and Associated	
Quantity Survey	Pertaining to All Built Environment Services and Associated	
Land Survey	Pertaining to All Built Environment Services and Associated	
Environmental Management	Pertaining to Environment, Land, Sites and Associated	
Geology	Pertaining to Land, Sites and Associated	

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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APPLICANT DETAILS

1.1 APPLICANT IDENTIFICATION

SUMMARY AND CONTACT INFORMATION REQUIRED	
NAME OF THE COMPANY	
CONTACT DETAILS	Address: _____ Tel. : _____ Fax : _____ E-mail : _____
COMPANY REGISTRATION DETAILS	Date of registration : _____ Registration number : _____
VAT	Registration number : _____

1.2 PERSON AUTHORIZED TO SUBMIT THE EXPRESSION OF INTEREST ON BEHALF OF THE APPLICANT AND APPROPRIATE EVIDENCE OF SUCH AUTHORIZATION

INFORMATION REQUIRED	
TITLE	Mr/Ms/Dr/other (delete or complete as appropriate)
NAME	Surname: _____ First Name: _____
POSITION	
CONTACT DETAILS	Address: _____ Tel. : _____ Fax : _____ E-mail : _____

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Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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1.3 CONTACT PERSON (If different from 1.2)

INFORMATION REQUIRED	
TITLE	Mr/Ms/Dr/other (delete or complete as appropriate)
NAME	Surname: _____ First Name: _____
POSITION	
CONTACT DETAILS	Address: _____ _____ Tel. : _____ Fax : _____ E-mail : _____

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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NORTH WEST HOUSING CORPORATION (NWHC)

PANEL OF APPROVED TOWN & REGIONAL PLANNING, QUANTITY SURVEY, LAND SURVEY, ENVIRONMENTAL, GEOLOGY & RELATED SERVICES FOR A 3 YEAR PERIOD

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NORTH WEST HOUSING CORPORATION (NWHC)

PANEL OF APPROVED TOWN & REGIONAL PLANNING, QUANTITY SURVEY, LAND SURVEY, ENVIRONMENTAL, GEOLOGY & RELATED SERVICES FOR A 3 YEAR PERIOD

SECTION A:

SUBMISSION PROCEDURE AND INVITATION

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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NORTH WEST HOUSING CORPORATION (NWHC)

PANEL OF APPROVED TOWN & REGIONAL PLANNING, QUANTITY SURVEY, LAND SURVEY, ENVIRONMENTAL, GEOLOGY & RELATED SERVICES FOR A 3 YEAR PERIOD

E1.1 Bid Requirements:

DISQUALIFICATIONS NOTICE

The NWHC shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act 5/2000 and revised Preferential Procurement Regulation January 2017 on 100 points eligibility and administrative compliance only.

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and will thus be rejected:

1. If a valid **Tax Clearance Certificate and/or SARS verification PIN** (or in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the bid document on closing date of the bid;
2. If **Table 1** on the area of expertise for which the expression of interest is submitted is not completed;
3. If any pages have been removed from the bid document and have therefore not been submitted or a copy of the original bid document has been submitted;
4. Scratching out without initialling next to the amended rates or any other information, writing over or painting out rates affecting the evaluation of the bid;
5. The use of correction fluid (i.e., tippex) or any erasable ink, e.g., pencil;
6. The Bid has not been properly signed by a party having the authority to do so, according to the example of "Authority for Signatory".
7. No authority for signatory submitted where the nomination is stated in a duly signed and dated original or copy of the company's relevant resolution of their members or their board of directors.
8. The bidder attempts to influence or has in fact influenced the Evaluation and/or Award of the contract.
9. The bid has been submitted under the wrong bid number or bid name or after the relevant

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closing date and time.

10. Failure to provide a valid certificate and/or PIN from the Department of Labour or a declaration (Specific goals – “Equity ownership”) by a designated employer that it complies with the **Employment Equity Act 55 of 1998**.
11. If any bidder who during the last five **(5)** years has failed to perform satisfactorily on a previous contract with the NWHC or any other Organ of State after written notice was given to that bidder that performance was unsatisfactory.
12. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person:
 - a) who is in the service of the state; or
 - b) if that person is not a natural person of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or
 - c) who is an advisor or consultant contracted with the NWHC in respect of contract that would cause a conflict of interest.
13. Bid offers will be rejected if the bidder or any of its directors is listed on the Register of Bid Defaulters in terms of the Prevention and **Combating of Corrupt Activities Act of 2004** as a person prohibited from doing business with the public sector.
14. Failure to attach a copy of a valid signed Joint Venture/ Consortium agreement (if applicable) to the bid document.
15. Unsigned pages where provision has been made and initialising all pages.
16. Failure to attach company registration documents.
17. Failure to provide proof of **Central Data Base (CSD)** Registration with the National Treasury.
18. Failure to submit a **B-BBEE** Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (**SANAS**) or a Registered Auditor approved by the Independent Regulatory Board of auditors (**IRBA**) or an Accounting Officer as contemplated in the Close Corporation Act (**CCA**) together with the bid.
19. Proof of registration with a professional Town & Regional Planning, Quantity Surveying, Land Surveying, Environmental Management, Geology or related Institution. The Bidder shall provide written proof of registration with **SACPLAN, SACQSP, SACNASP** or any other relevant professional Institution. Failure to include this in your bid shall lead to disqualification.

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20. All bid prices must be quoted in South African currency, include VAT and must be in terms of:
- a) **The SOUTH AFRICAN COUNCIL FOR PLANNERS (SACPLAN) Guideline Professional Fees For Persons Registered In Terms Of The Planning Profession Act, Section 29 of Act 36 of 2002 or**
 - b) **The SOUTH AFRICAN COUNCIL FOR THE QUANTITY SURVEYING PROFESSION (SACQSP) Guideline Tariff of Professional Fees In Respect Of Services Rendered By Persons Registered In Terms Of The Quantity Surveying Profession Act 2000 (Act No 49 Of 2000) or**
 - c) **The SOUTH AFRICAN COUNCIL FOR NATURAL SCIENTIFIC PROFESSIONS (SACNASP) for Persons Registered in terms of Natural Scientific Professions Act (No 27 of 2003), as amended.**
21. Proof of qualifications of key personnel and appropriate professional registration with relevant Professional Council, Body and Association i.e., **SACPLAN, SACQSP, SACNASP**, etc.
22. Proof of valid Professional Indemnity Insurance Cover of a minimum value of **R5, 000, 000.00 (Five Million Rand)**
23. Certification stamps must be original and the dates not older than three (3) months as at the time of tender closure.
24. Return all returnable documents to the employer after completing them in their entirety.
25. Seal the original and each copy of the submission as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the submission data as well as the respondent's name and contact address.
26. Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the submission if the outer package is not sealed and marked as stated.
27. Currency of Payment : South African Rand
28. The Language of the Agreement will be English.

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RETURNABLE DOCUMENTS

REFERENCE DOCUMENT	COMPLIANCE CONDITIONS	YES	NO	N/A
CSD Supplier No	Is the bidder registered on CSD?			
Tax status Verification	Is the Bidder tax compliant on CSD?			
J.V Agreement	Has the bidder attached a Joint Venture Agreement signed by authorised persons?			
Authority for signatory	Has the bidder completed the form of authority for signatory and signed by the duly authorised person(s)/ attached a letter of authority for signatory?			
Professional Indemnity Insurance	Has the Bidder submitted a copy of the professional Indemnity Insurance of R5 000 000.00 ?			
CESA, SABTACO, etc, registration	Is the bidder registered with professional bodies?			
MBD 4	Is the bidder or any of the company's directors, managers, principal shareholders, any spouse, child or parent of the company's directors in the service of State?			
B-BBEE Verification Certificate	Has the Bidder submitted an original or Certified B-BBEE Verification Certificate?			
B-BBEE Verification Certificate JV	Has the Bidder submitted an original or Certified Consolidated B-BBEE Verification Certificate?			
COIDA registration	Is the bidder registered for COIDA?			
Company registration certificate	Has the bidder attached company registration certificate			
Certified ID copies of Directors	Has the bidder attached certified ID copies of directors			

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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TENDER NOTICE

BID NUMBER	BID DESCRIPTION	BID DOCUMENT PRICE	EVALUATION CRITERIA	CLOSING DATE
NWHC 04/2021	PANEL OF APPROVED TOWN & REGIONAL PLANNING, QUANTITY SURVEY, LAND SURVEY, ENVIRONMENTAL, GEOLOGY & RELATED SERVICES FOR A 3 YEAR PERIOD BY NORTH WEST HOUSING CORPORATION	FREE AT THE E-TENDER PORTAL	Functionality as specified in the bid document, 80/20 scoring will be applicable. 80 – Price 20 – Preferential Points	05 OCTOBER 2021 @ 11H00

Tenders are hereby invited for the PANEL OF APPROVED TOWN & REGIONAL PLANNING, QUANTITY SURVEY, LAND SURVEY, ENVIRONMENTAL, GEOLOGY & RELATED SERVICES FOR A 3 YEAR PERIOD

Suitably qualified, experienced, and accredited Professional Services companies are requested to submit through SCM process on the panel of Professional Services Companies for as and when there is allocation of Capital Projects, various Studies and or related Developments.

The scope of works for the Professional Services, is as per and not limited to, The South African Council For Planners (SACPLAN) Guideline Professional Fees for persons registered in terms of the Planning Profession Act, Section 29 of Act 36 of 2002, The South African Council for the Quantity Surveying Profession (SACQSP) Guideline Tariff of Professional Fees in respect of services rendered by persons registered in terms of the Quantity Surveying Profession Act 2000 (Act No 49 Of 2000), The South African Council For Natural Scientific Professions (SACNASP) for persons registered in terms of Natural Scientific Professions Act (No 27 of 2003) and related as enacted.

The Bid document will be available from the e-Tender portal of Treasury for free.

By not hearing from NWHC within 90 days of the closing date, regard the offer as unsuccessful.

Technical Enquiries: Mr. K. Segapo on 018 110 0761 or email: kbsegapo@nwhc.co.za. Additionally, All SCM general enquiries must be forwarded to Mr. L. Makwati on 018 110 0761 / 072 951 7481 or email lmakwati@nwhc.co.za.

NWHC reserves the right, at its own discretion, to short list any or none of the respondents into the panel of professional services providers. It further, does not bind itself to accept the lowest or any other bid in whole or in part. No Faxed, emailed nor Late bids will be accepted.

S. MOGODIRI
CHIEF EXECUTIVE OFFICER

SIGNED.

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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E1.2 Submission Data

The conditions applicable to this call for expressions of interest are the Standard Conditions for the calling for Expressions of Interest as contained in Annexure H of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No. 31823, Board Notice 12 of 2009 of 30 January 2009. (See www.cidb.org.za).

The Standard Conditions for the calling for Expressions of Interest make several references to the Submission Data for details that apply specifically to this submission. The Submission Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions for the calling for Expressions of interest.

Each item of data given below is cross-referenced to the clause in the Standard Conditions for the calling for Expressions of Interest.

CLAUSE NUMBER	SUBMISSION DATA
H1	The Employer is NORTH WEST HOUSING CORPORATION (NWHC)
H1.2	The documents associated with the calling for expressions of interest issued by the employer comprise: Part E1 : Submission procedures E1.1 : Bid Requirements and Invitation E1.2 : Submission data Part E2 : Returnable documents E2.1 : List of returnable documents E2.2 : Submission schedules Part E3 : Indicative scope of work E3. : Indicative scope of work

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CLAUSE NUMBER	DESCRIPTION
H2.1	Only those respondents who satisfy the following eligibility criteria are eligible to submit expressions of interest: The companies who have capabilities and experience in the following areas of expertise: 1. Town & Regional Planning 2. Quantity Surveying 3. Land Surveying 4. Environmental Management 5. Geology Companies must have members or staff registered as Professionals with relevant Professional Bodies, Associations or Councils. There is No Compulsory clarification meeting are as stated in the Notice and Invitation to Submit an Expression of Interest.

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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CLAUSE NUMBER	DESCRIPTION
2.7	The employer's address for delivery of submissions and identification details to be shown on each submission package are: Location of Tender Box: NORTH WEST HOUSING CORPORATION (NWHC), Physical Address: 23 First Street, Segarona Building, Industrial Site, MAFIKENG, 2745 Identification Details : PANEL OF APPROVED TOWN & REGIONAL PLANNING, QUANTITY SURVEY, LAND SURVEY, ENVIRONMENTAL, GEOLOGY & RELATED SERVICES FOR A 3 YEAR PERIOD
H2.9	The closing time for submissions is as stated in the Notice and Invitation to submit an Expression of Interest.
H2.9	Telephonic, telegraphic, telex, facsimile or e-mailed submissions offers will not be accepted.
H3.9	The procedure for evaluation of responsive submissions is : Method 3 (Financial Offer and Preference) over two bidding stages: Stage 1 : Administrative Compliance and Eligibility Stage 2 : Price and Preference • <u>STAGE 1</u> ○ <u>Successful Bidders will be shortlisted</u> in The PANEL OF APPROVED TOWN & REGIONAL PLANNING, QUANTITY SURVEY, LAND SURVEY, ENVIRONMENTAL, GEOLOGY & RELATED SERVICES FOR A 3 YEAR PERIOD database and • <u>STAGE 2</u> ○ <u>Invited on a rotational basis to bid on</u> as and when the project budget becomes available. The project will then be allocated to the successful Bidder in Stage 2.

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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CLAUSE NUMBER	DESCRIPTION
H3.10	All Bidders who submit responsive submissions and: a) submit an original valid Tax Clearance Certificate issued by the South African Revenue Services and a SARS Verification Pin or have made arrangements to meet outstanding tax obligations; b) do not have any of their directors/shareholders listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; c) have not abused the Employer's Supply Chain Management System or have failed to perform on any previous contract and have been given a written notice to this effect; d) have completed the Compulsory Enterprise Questionnaire and who are considered by the Employer not to have any conflicts of interest which may impact on their ability to perform the proposed contract in the best interest of the Employer or potentially compromise the tender process and are free of persons in the state who are not permitted to submit tenders or to participate in the contract; and In the opinion of the Employer can as necessary demonstrate that they possess the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, management capability, reliability, experience and reputation, expertise and the personnel to perform the contract; will have their submissions scored

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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NORTH WEST HOUSING CORPORATION (NWHC)

**PANEL OF APPROVED TOWN & REGIONAL PLANNING, QUANTITY SURVEY, LAND SURVEY,
ENVIRONMENTAL, GEOLOGY & RELATED SERVICES FOR A 3 YEAR PERIOD**

SECTION B:

SCOPE OF WORKS

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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SCOPE OF WORKS

1. NB!!! NB!!! NB!!!

IN DEVELOPING THE GENERAL SCOPE OF WORKS, VARIOUS DISCIPLINES ARE ALIGNED AS PER THE VARIOUS PROFESSIONAL BODIES WHICH ARE REGULATORY BODIES AS FOUNDED BY THE VARIOUS BUILT ENVIRONMENT PROFESSIONS ACTS.

IT IS VITAL TO NOTE THAT THE FULL SCOPE OF WORKS, PROFESSIONAL FEES AND REQUIREMENTS, ARE ENTAILED IN THE GUIDELINE SCOPE OF SERVICES AND TARIFFS OF FEES FOR PERSONS REGISTERED IN TERMS OF THE VARIOUS REGULATORY PROFESSIONAL BODIES GAZETTES, ON A YEARLY BASIS.

For various disciplines, relevant Scope of Works are referred to as a general guide and legislatively however, it must be noted that the general reflected scope will be selected per the area of need during appointment, meaning NWHC and appointed professional company will agree on the scope of works, quantify and measure it for the particular assignment.

The Appointment Letter, Contract &/ PROCSA Contracts, SLA and Programme to name a few, will become the core instruments to direct and achieve the assignment.

2. MANAGEMENT STRUCTURE ESTABLISHED FOR THE PROJECTS

2.1. Each firm/consortium bidding must indicate an organizational structure that it is led by a Project Manager who is a Professionally registered Town & Regional Planner in terms of the South African Council for Planners (SACPLAN), furthermore the consortium must have the following competent personnel in the team:

- **Quantity Surveyor** - The South African Council For The Quantity Surveying Profession (SACQSP)
- **Land Surveyor** – Registration with South African Geomatics Council (**SAGC**) (Previously PLATO)
- **Environmentalist and Geologist** - Registration with South African Council for Natural Scientific Professions (**SACNASP**).

2.2. Otherwise it is welcome if a firm/ consortium bids as a specialist professional company in any of the stipulated disciplines/ fields, away from the above indicated structure.

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**PANEL OF APPROVED TOWN & REGIONAL PLANNING, QUANTITY SURVEY, LAND SURVEY,
ENVIRONMENTAL, GEOLOGY & RELATED SERVICES FOR A 3 YEAR PERIOD**

SECTION C:

ELIGIBILITY CRITERIA

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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CLAUSe NUMBER	DESCRIPTION																								
H3.10	The eligibility criteria that are to be scored and the maximum score assigned to each of such criteria are as follows:																								
	<table><tr><th>ELIGIBILITY CRITERIA</th><th>SUB-CRITERIA</th><th>MAXIMUM NUMBER OF POINTS</th></tr><tr><td rowspan="2">Approach paper which responds to the proposed scope of work / project design and outlines proposed approach / methodology and work plan complete with time frames</td><td>Technical approach and Methodology</td><td>15</td></tr><tr><td>Work plan</td><td>10</td></tr><tr><td>Proposed Organization and Staffing</td><td>Assignment Organogram</td><td>15</td></tr><tr><td rowspan="3">Experience of the key staff (assigned personnel) in relation to the scope of work</td><td>Relevant Qualifications</td><td>10</td></tr><tr><td>Professional Registration</td><td>10</td></tr><tr><td>Adequacy for the assignment</td><td>10</td></tr><tr><td>Company experience with respect to specific aspects of the project / comparable projects</td><td>-</td><td>30</td></tr><tr><td colspan="2">Maximum score for Eligibility</td><td>100</td></tr></table>	ELIGIBILITY CRITERIA	SUB-CRITERIA	MAXIMUM NUMBER OF POINTS	Approach paper which responds to the proposed scope of work / project design and outlines proposed approach / methodology and work plan complete with time frames	Technical approach and Methodology	15	Work plan	10	Proposed Organization and Staffing	Assignment Organogram	15	Experience of the key staff (assigned personnel) in relation to the scope of work	Relevant Qualifications	10	Professional Registration	10	Adequacy for the assignment	10	Company experience with respect to specific aspects of the project / comparable projects	-	30	Maximum score for Eligibility		100
	ELIGIBILITY CRITERIA	SUB-CRITERIA	MAXIMUM NUMBER OF POINTS																						
	Approach paper which responds to the proposed scope of work / project design and outlines proposed approach / methodology and work plan complete with time frames	Technical approach and Methodology	15																						
		Work plan	10																						
	Proposed Organization and Staffing	Assignment Organogram	15																						
	Experience of the key staff (assigned personnel) in relation to the scope of work	Relevant Qualifications	10																						
		Professional Registration	10																						
		Adequacy for the assignment	10																						
	Company experience with respect to specific aspects of the project / comparable projects	-	30																						
Maximum score for Eligibility		100																							
NOTE: The minimum number of evaluation points for eligibility is 70																									
Bidder(s) failing to attain the minimum eligibility points will not be considered any further, and the bid(s) will be deemed as non-responsive.																									
	The evaluation criteria shall be scored by an evaluation committee in accordance with the following manner: • Approach Paper Evaluation • Proposed Organization and Staffing • Experience of the Key Staff • Bidder's Experience																								
	Scores will be allocated to each of the criteria based on the indicators contained in these schedules.																								
	The additional conditions of submission are: 1. Successful Bidder(s) will be loaded on the NWHC Database system which will select companies fairly and to allow competitive price bidding for various projects in the second stage. 2. The successful Bidder on the second bidding stage will be expected to comply with all EPWP and OHSA requirements as prescribed by the Department of Public Works and Labour.																								

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APPROACH PAPER / METHODOLOGY [25]

The approach paper must respond to the scope of services/ project design and outline the proposed approach and work plan complete with time frames and where relevant and appropriate, propose the scope of work and/or modifications to the scope of work.

The approach paper must clearly outline how most of these aspects of the **Project Life Cycle** will be carried out and/or achieved depending on the discipline affected:

- (i) Project Management process
- (ii) Effective Communication and involvement of all key stakeholders
- (iii) Inception
- (iv) Concept and Viability
- (v) Design Development
- (vi) Documentation and Procurement (Specifications and Bid Documents)
- (vii) Contract Administration and Inspection
- (viii) Compliance with SHEQ (*Health and Safety, Environment management and Quality Control*)
- (ix) Quality Assurance & Control
- (x) Close-out
- (xi) Operations and Maintenance process

The scoring of the approach paper will be as follows:

SCORING CRITERIA	SCORE	APPROACH PAPER AND METHODOLOGY	POINTS	WORK PLAN	POINTS
Poor	7	The approach paper covers NONE of the aspects listed above.	3	The work plan is not linked to the scope of work, it is not detailed and does not have a time frame.	4
Satisfactory	15	The approach paper does not cover SOME aspects listed above.	8	The work plan correlates to the scope of work but without details and clear time frames.	7
Very good	25	The approach paper covers ALL aspects listed above.	15	The work plan correlates to the scope of work with full details and clear time frames.	10

The undersigned, who warrants that he / she duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES

PROPOSED ORGANISATION AND STAFFING [10]

The Bidder should propose the structure and composition of their team i.e., the main disciplines involved, the key staff member / expert responsible for each discipline and the proposed technical and support staff. The roles and responsibilities of each key staff member. In the case of an association / joint venture / consortium, it should indicate how the duties and responsibilities are to be shared.

The scoring of the proposed organization and staffing will be as follows:

SCORING CRITERIA	SCORE	DESCRIPTION
Poor	5	The organizational chart does not indicate the technical level / skills and staff component and there are no tasks and responsibilities allocated to personnel / staff.
Satisfactory	10	The organizational cart clearly indicates the technical level / skills and staff component but there are no tasks and responsibilities allocated to personnel / staff.
Very good	15	The organizational chart clearly indicates the technical level / skills and staff component. All tasks and responsibilities allocated to personnel / staff are clearly defined.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

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Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES

EXPERIENCE OF KEY STAFF [30]

Experience of the key staff (assigned personnel) in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each key staff member / expert member.
- 2) The education, training and experience of the key staff members / experts, in the specific sector, field, subject, etc. which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the Bidder considers pertinent to the project e.g., local conditions, affected communities, legislation, techniques, etc.

The bidder to provide Concise Curriculum Vitae ***not more than three (3) pages long*** and certified copies of the Qualifications of the Key Personnel in order to qualify for the points prescribed below.

The CV should be structured under the following headings:

1. Personal particulars
 - Name
 - Date and place of birth
 - Institutions of tertiary education and dates associated therewith
 - Professional awards
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
3. Name of current employer and position in enterprise
4. Overview of post graduate experience (year, organization and position)
5. Outline of recent assignments / experience that has a bearing on the scope of work

Note: Certification stamps must be original and not older than three (3) months as at the time of tender closure.

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES

EXPERIENCE OF KEY STAFF [30]

The scoring of the experience of key staff will be as follows:

SCORING CRITERIA	SCORE	RELEVANT QUALIFICATIONS (GREATER WEIGHTING WILL BE GIVEN TO THE TEAM LEADER)	POINTS	ECSA REGISTRATION	POINTS	ADEQUACY FOR THE ASSIGNMENT (GREATER WEIGHTING WILL BE GIVEN TO THE TEAM LEADER)	POINTS
Poor	10	N-Diploma in Relevant Field	5	None	0	Key staff have limited levels of Professional experience (0 - 2 years)	5
Satisfactory	20	B-Tech or BSc/BEng. in Relevant Field	7	1 Professional Registration for key personnel	7	Key staff have reasonable levels of general Professional experience (3 - 5 years)	6
Very good	30	MTech or MSc/MEng. Or DTech / DSc/Deng. or PhD in Relevant Field	10	2 and more Professional Registrations for key personnel	10	Key staff have outstanding levels of general Professional experience (6 years and above)	10

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

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LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES

BIDDER'S EXPERIENCE [30]

The experience of the Bidder as opposed to the key staff members/ experts in similar projects or similar areas and conditions in relation to the scope of work will be evaluated.

Bidders should very briefly describe the company experience in this regard and attach it.

Copies of Appointment Letters and Reference Letters from previous Employers or Engineers on their letterheads be attached regarding previous work done. Reference letters must be stamped and be on the letter head of the employer or Engineer and not older than ten (10) years

NB!! Only the stamp of the Employer or Professional will be accepted.

No points will be allocated for either Appointment or Reference letters without the Other.

The description should be put in tabular form with the following headings:

	EMPLOYER, CONTACT PERSON AND TELEPHONE NUMBER, WHERE AVAILABLE	DESCRIPTION OF WORK (SERVICE)	DATE COMPLETED
1.			
2.			
3.			
4.			
5.			

15

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES

The scoring of the Bidder's experience will be as follows:

SCORING CRITERIA	SCORE	DESCRIPTION
Poor	5	0 – 2 similar projects
Satisfactory	15	3 – 5 similar projects
Very good	30	6 and above

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES

Record of Consultancy Services provided to Organs of State

Bidders are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the Bidder identified in the signature block below was directly contracted by the Employer. Bidders must not include consultancy services provided in terms of a sub-consultancy agreement.

Where contracts were awarded in the name of a joint venture and the Bidder formed part of that joint venture, indicate in the column entitled "Title of the contract for the consultancy service" that it was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Complete the record or attach the required information in the prescribed tabulation.

Part A: All consultancy services commenced or completed to an organ of state in the last five years

	NAME OF ORGAN OF STATE, I.E. NATIONAL OR PROVINCIAL DEPARTMENT, PUBLIC ENTITY OR MUNICIPAL ENTITY	TITLE OF CONTRACT FOR THE CONSULTANCY SERVICE	VALUE OF CONTRACT FOR SERVICE INCL. VAT (RAND)	DATE COMPLETED (STATE CURRENT IF NOT YET COMPLETED)
1.				
2.				
3.				
4.				
5.				

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

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Part B: Similar consultancy services provided to an organ of state

The following contracts recorded in Part A provided similar consultancy services to those required in terms of the scope of work to this tender:

	NAME OF ORGAN OF STATE, I.E. NATIONAL OR PROVINCIAL DEPARTMENT, PUBLIC ENTITY OR MUNICIPAL ENTITY	TITLE OF CONTRACT FOR THE CONSULTANCY SERVICE	VALUE OF CONTRACT FOR SERVICE INCL. VAT (RAND)	DATE COMPLETED (STATE CURRENT IF NOT YET COMPLETED)
1.				
2.				
3.				
4.				
5.				

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES

NORTH WEST HOUSING CORPORATION (NWHC)

17

**PANEL OF APPROVED TOWN & REGIONAL PLANNING, QUANTITY SURVEY, LAND SURVEY,
ENVIRONMENTAL, GEOLOGY & RELATED SERVICES FOR A 3 YEAR PERIOD**

SECTION D:

RETURNABLE SCHEDULES

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES

List of Returnable Schedules

4.1 The Bidder must complete the following returnable documents: 4.2

1. Returnable Schedules required for bid evaluation purposes (E2.2)
2. Other documents required for bid evaluation purposes.

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES

RETURNABLE SCHEDULES

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM A - COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture - This questionnaire is to be completed and submitted in respect of each partner:

1. Name of Enterprise:
2. VAT Registration number, if any:
3. CIDB Registration number, if any:
4. Particulars of sole proprietors and partners in partnership:

	NAME	IDENTITY NUMBER	PERSONAL INCOME TAX NUMBER
1.			
2.			
3.			
4.			

- Complete only if sole proprietor or partnership and attach separate page if more than 4 partners.

5. Particulars of companies and close corporations:

Company Registration Number:

Close Corporation Number:

Tax reference number:

6. Record in the service of the state:

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partners in a partnership of director, manager, principal stakeholder or stakeholder in a company or close corporation is currently of has been within the last 12 months in the service of any of the following:

☐	☐	☐	☐	☐	☐
Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

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- ☐ A member of any municipal council
- ☐ A member of any provincial legislature
- ☐ A member of the National Assembly or the National Council of Province
- ☐ A member of the board of Director of any Municipal entity
- ☐ An official of any municipality or municipal entity
- ☐ An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ A member of an accounting authority of any national or provincial public entity
- ☐ An employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following information:

NAME OF SOLE PROPRIETOR, PARTNER, DIRECTOR, MANAGER OR PRINCIPAL STAKEHOLDER OR STAKEHOLDER	NAME OF INSTITUTION, PUBLIC OFFICE, BOARD OR ORGAN OF STATE AND POSITION HELD	STATUS OF SERVICE (TICK APPROPRIATE COLUMN)	
		CURRENT	WITHIN THE LAST 12 MONTHS

Name of Bidder :

Date :

Signature :

Position :

Full name of signatory :

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

CK1 or CK2 as applicable (Founding Statement)

2. For Companies

Shareholders Register

3. For Joint Venture Agreements

Copy of the Joint Venture Agreement between all the parties, as well as the documents in (1) or (2) of each Joint Venture member.

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by Joint Ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Mrs

as the authorised signatory of the company

.....

Acting in the capacity of lead partner to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME	ADDRESS	DULY AUTHORISED SIGNATORY
(Lead partner)		Signature Name Designation
		Signature Name Designation
		Signature Name Designation
		Signature Name Designation

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer :

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

Attach additional pages if more space is required.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES

PROPOSED AMENDMENTS AND QUALIFICATIONS

The Bidder should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a Bidder may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

Bidders must not include deviations or qualifications relating to the scope of work in this schedule where they are required to submit an Approach Paper.

Page	Clause of item	Proposal

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES

SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NWHC 04/2021	CLOSING DATE: 05 OCTOBER 2021		CLOSING TIME:	12H00
DESCRIPTION	PANEL OF APPROVED TOWN & REGIONAL PLANNING, QUANTITY SURVEY, LAND SURVEY, ENVIRONMENTAL, GEOLOGY & RELATED SERVICES FOR A 3 YEAR PERIOD.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
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					

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES

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
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:

.....

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES

SBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)	
Trading name (if applicable)	
ID/Passport no	Company/Close Corp. registered no
Income Tax ref no	PAYE ref no 7
VAT registration no 4	SDL ref no L
Customs code	UIF ref no U
Telephone no	Fax no
E-mail address	
Physical address	
Postal address	

Particulars of representative (Public Officer/Trustee/Partner)

Surname	
First names	
ID/Passport no	Income Tax ref no
Telephone no	Fax no
E-mail address	
Physical address	

Page 1 of 2

30

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES

Particulars of tender (if applicable)

Tender number

Estimated Tender amount R

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

--

Signature of representative/agent Date

Name of representative/agent

Declaration

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

--

Signature of applicant/Public Officer Date

Name of applicant/
Public Officer

Notes:

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

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

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

LIST OF APPROVED PROFESSIONAL SERVICE PROVIDERS FOR PROFESSIONAL SERVICES

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

--	--	--	--	--	--

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NORTH WEST HOUSING CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

EXPRESSION OF INTEREST:

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2"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder,
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number / Persal Number	Employee / Persal

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH
23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE
FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NORTH WEST HOUSING CORPORATION

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SBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$10 million.
or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million.
or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

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Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1(d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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 The value of this bid is estimated to **not exceed R50 000 000** (all applicable taxes included) and therefore the **80/20 preference point system** shall be applicable:

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NORTH WEST HOUSING CORPORATION

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SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NORTH WEST HOUSING CORPORATION

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SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NORTH WEST HOUSING CORPORATION

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6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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.

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
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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 markets 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.

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

- 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.

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

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	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.