



NORTH WEST HOUSING
C O R P O R A T I O N

**APPOINTMENT FOR A PANEL OF LEGAL PRACTITIONERS TO
PROVIDE LEGAL SERVICES FOR NORTH-WEST HOUSING
CORPORATION (NWHC) FOR A PERIOD OF 36 (3 YEARS)
MONTHS.**

TENDER NUMBER: NWHC 03/2025

CLOSING DATE: 23 JULY 2025

CLOSING TIME: 11H00

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
C O R P O R A T I O N**

INVITATION TO BID

BID NUMBER	BID DESCRIPTION	BID DOCUMENT OBTAINABLE FROM	EVALUATION CRITERIA	CLOSING DATE AND TIME	ENQUIRY
NWHC 03/2025	APPOINTMENT FOR A PANEL OF LEGAL PRACTITIONERS TO PROVIDE LEGAL SERVICES FOR NORTH-WEST HOUSING CORPORATION (NWHC) FOR A PERIOD OF 36 (3 YEARS) MONTHS.	E-Tender portal and NWHC website – www.nwhc.co.za Bid documents will be available on Thursday, 02nd JULY 2025	Functionality as specified in the bid document. 80/20 scoring will be applicable. 80 – Functionality 20 – Qualifications and Experience	Wednesday, 23rd July 2025 at 11H00 NWHC Head Office, Segarona Building, No.23 First Street, Industrial site, Mafikeng	Scope/Terms of reference: Mr. Moruti Tumagole mtumagole@nwhc.co.za 018 381 5029 / 082 061 5822 Supply Chain Enquiries: Mr Letlhogonolo Makwati flmakwati@nwhc.co.za 018 110 0761 / 072 951 7481

**Bid documents can be downloaded from the National Treasury's E-Tender Publication Portal and NWHC website,
www.nwhc.co.za**



NORTH WEST HOUSING
C O R P O R A T I O N

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

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

**If you do not hear from NWHC within 90 days of the closing date, you must regard your offer as unsuccessful.
Service providers are requested to register on the Central Supplier Database business with them.**

No Faxed or emailed bids will be accepted.

Late bids will not be accepted.

Approved

Mr S. E. Mogodiri

Chief Executive Officer (CEO)



OFFICE OF THE CEO

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

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

ANONYMOUS ANTI-FRAUD & CORRUPTION HOTLINE

Toll Free 0800 111 179 / E-mail: nwhc@whistleblowing.co.za / SMS: 33490



INVITATION TO BID

NWHC 03/2025 APPOINTMENT FOR A PANEL OF LEGAL PRACTITIONERS TO PROVIDE LEGAL SERVICES FOR NORTH-WEST HOUSING CORPORATION FOR A PERIOD OF 36 MONTHS.

1. Service providers are hereby invited to submit tender documents for panel of legal practitioners to provide legal services for north-west housing corporation for a period of 36 months.
2. The conditions contained in the General Conditions of Contract (GCC) and the attached bid forms, as well as any other condition accompanying this invitation are applicable.
3. The bidder proposal must be clearly outlined, specified and terms must not conflict with those contained in the General Conditions of Contract.
4. All the documents accompanying this invitation must be completed and signed in ink where applicable by a duly authorised official, be sealed in an envelope or suitable cover marked **NWHC 03/2025** and be deposited / placed in a bid box at North-West Housing Corporation Head Office, Segarona Building, No.23 First Street, Industrial Site, Mafikeng.
5. This tender will close on **Wednesday, 23rd July 2025 at 11H00.**

INTERIM BOARD OF DIRECTORS

Dr. MME Tihape (Chairperson), Mr. KD Mataboge (Deputy Chairperson), Ms. WJ Nelson, Ms. D Moagi, Mr. NDS Tsagae, Ms. SS Nkatlo, Mr. SE Lepomane, Ms. NL Miga, Mr. TS Lerefolo, Adv. KB Kgoroadira, Mr. SE Mogodiri (CEO), Mr. A Mthiywa (ACFO), Mr. SZ Machaba (Company Secretary), Mr. WM Moela (Chief Engineer), Ms. N Lesejane (AGM)

6. All enquiries pertaining specifications / SCM related can be directed to Mr L. Makwati at (018) 110 0872 or Mr Moruti Tumagole Segapo (018) 018 381 5029 (Legal services).
7. **Bid documents can be downloaded from E-tender portal publication (www.etenders.gov.za) or www.nwhc.co.za**
8. Faxed, emailed bids will not be considered, only hand delivered bids will be accepted.
9. **NWHC** reserves the right to award any proposal as a whole or in part to one or more service providers and does not bind itself to award the lowest bidder.

10. CONDITIONS TO BID:

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

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

11. MANDATORY REQUIREMENTS

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

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12. SUBMISSION OF BIDS

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

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

13. LATE BIDS

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

14. BID VALIDITY PERIOD

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

15. TAX CLEARANCE REQUIREMENTS

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

16. COMPANY REGISTRATION DOCUMENTS

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

17. IDENTITY DOCUMENTS

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

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18. JOINT VENTURE

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

19. BID ENQUIRIES

Supply Chain Management Enquiries

Mr. F L Makwati

(018) 110 0761

flmakwati@nwhc.co.za

Enquiries

Mr. Moruti Tumagole

(018) 381 5029

mtumagole@nwhc.co.za

STATUTORY NON-TECHNICAL MANDATORY REQUIREMENTS

- Company Registration Documents (CIPC)
- List of all shareholders / directors with Original certified copies of their IDs (no older than 6 months from the tender closing date)
- Companies must be registered on the CSD (Attach Proof of Central Supplier Database (CSD) registration)
- Duly completed and signed SBD 1 Invitation to bid
- Duly completed and signed SBD 4 Bidder's Disclosure
- Duly completed and signed SBD 6.1 PPPFA regulations claim form
- Joint Venture Agreement signed by all parties (where JV is in use) and submit copies of company documentation for each party
- Tax Compliance Status Letter with a unique pin
- Audited annual financial statements for the last Three (3) financial years.

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PLEASE ENSURE THAT THE FOLLOWING DOCUMENTS ARE COMPLETED AND SIGNED:

- SBD 1: Invitation of bid
- Terms of Reference
- SBD 4: Declaration of Interest
- SBD 6.1: Preferential point claim form in terms of the Preferential Procurement Regulation 2011
- General Conditions of Contract

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

.....

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTH WEST HOUSING CORPORATION					
BID NUMBER:	NWHC 03 / 2025	CLOSING DATE:	23rd JULY 2025	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT FOR A PANEL OF LEGAL PRACTITIONERS TO PROVIDE LEGAL SERVICES FOR NORTH-WEST HOUSING CORPORATION FOR A PERIOD OF 36 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
NO.23 FIRST STREET, SEGARONA BUILDING					
INDUSTRIAL SITE					
MAFIKENG					
2745					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	LETLHOGONOLO MAKWATI		CONTACT PERSON	MORUTI TUMAGOLE	
TELEPHONE NUMBER	018 011 0761		TELEPHONE NUMBER	018 381 5029	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	flmakwati@nwhc.co.za		E-MAIL ADDRESS	mtumagole@nwhc.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
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:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



OFFICE OF THE CEO

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TERMS OF REFERENCE

1. BACKGROUND

The North-West Housing Corporation (NWHC) is a Schedule 3(c) Public Entity in terms of the Public Finance Management Act ("PFMA") No.1 of 1999, and it was established in terms of the North-West Housing Corporation Act 24 of 1982 as amended.

The Corporation was established for purposes of providing and furthering the provision of housing and accommodation in the province on a co-ordinated basis and assisting in the formation of policies to achieve these objectives. Further, to provide for the management, control and representation of the said Corporation by a Board of Directors, which as at date of these terms of reference, there is in place an Interim Board, with full powers of a fulltime Board, to define the powers, functions and duties of the said corporation, and to provide for matters incidental thereto.

2. ASSIGNMENT / PROCUREMENT

The North-West Housing Corporation is requesting proposals from suitably qualified and competent Law Firms and/or Legal Practitioners, with adequate capacity and relevant experience in a variety of law fields and different legal matters. This will ensure that a panel database of such Law Firms and Legal

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Practitioners is readily available to NWHC and may be contracted on a as and when required basis. The appointment into the database will be for a period of **Thirty-Six (36) months** from the date of signing of the Appointment Letter and Service Level Agreement (SLA).

3. TERMS OF ENGAGEMENT

- 3.1. The NWHC does not guarantee that successful service providers will receive work during the appointment term. Service providers will be used on an ad hoc basis as and when required by NWHC, and further dependant on the required service for a particular field of law or type of legal matter.
- 3.2. Successful bidders will be placed in a panel for a period of 36 (Thirty-Six) months, effective from date of appointment.
- 3.3. These bidders, as indicated in 3.2 above, will be expected to enter into a Service Level Agreement with the NWHC.

4. CONFIDENTIALITY CLAUSE

- 4.1. The service providers hereby undertake, at all material times during the existence of the contract or after termination/ cancellation thereof, not to reveal any confidential or sensitive information or material concerning the North-West Housing Corporation or clients of NWHC.
- 4.2. The Service provider must demonstrate compliance with Protection of Personal Information Act, No. 4 of 2013 (POPI) & the Promotion of Access to Information Act, No. 2 of 2000 (PAIA), including confidentiality in terms of 4.1 above.
- 4.3. Intellectual Property Rights
 - 4.3.1. All copyright and intellectual property rights that may result as consequences of the work to be performed will become the property of the NWHC.
 - 4.3.2. Law Firms and Legal Practitioners must hand over all documents and information in any format, including copies thereof, that it received from NWHC or that it had access to during the assignment on request

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and/or immediately upon completion of the assignment to the NWHC.

- 4.3.3. Law Firms and Legal Practitioners shall deliver to the NWHC, on completion of an assignment, any security devices, password or protective mechanism to the soft versions of documents that were written and the NWHC shall have the right to amend and change these without obligation whatsoever to the Law Firms and Legal Practitioners upon completion of the assignment.

5. SCOPE OF WORK

- Litigation
- Legal opinions
- Drafting of legislation
- Vetting and drafting of contracts
- Commercial Law (commercial law transactions)
- Property Law including Housing Law
- Conveyancing
- The Law of Landlord and Tenant
- Intellectual Property Law
- Debt Collection
- Legal and Regulatory Compliance
- Any other legal services that may be required by the NWHC.

6. SPECIAL CONDITION OF BID

6.1. Appointment of a Panel

- 6.1.1. Only Law Firms and Legal Practitioners established and recognised in accordance with the provisions of the Attorneys Act No. 53 of 1979 as amended and/or Legal Practice Act 28 of 2014.
- 6.1.2. The requirements of the Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000) will be applicable to the selection process in respect of this bid proposal.
- 6.1.3. It will become compulsory for Law Firms and Legal Practitioners who have become successful BIDDER(S) and appointed to the panel, to enter into Service Level Agreements with the NWHC.

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- 6.1.4. The letter of appointment will be issued for each assignment awarded.
- 6.1.5. The basis of engaging bidders will be on assignment basis [as and when services are required]
- 6.1.6. NWHC reserves the right to interview panel members that are short-listed for a specific assignment. (Short-listed bidders will be informed should this be applicable).
- 6.1.7. NWHC may at its sole discretion award an assignment or part thereof to more than one (1) panel member.
- 6.1.8. NWHC may at its own discretion vary an instruction to include more work.
- 6.1.9. The successful bidder may not cede or assign any part of its agreement with the NWHC nor sub-contract any part of the work assigned to them without prior written authorized by the NWHC.
- 6.1.10. Failure to comply with any special condition of the contract of this bid proposal will invalidate the respective bidder.
- 6.1.11. Assignments awarded within the terms of the contract period will be allowed to continue after expiry of the contract period until the matter is finalised.
- 6.1.12. The prospective bidder must declare any interest it has or may have in an assignment, as well as declare any possible conflict of interest with the NWHC in the pursuance of the proposed assignment.
- 6.1.13. In the event where any conflict of interest may arise, or violation of any conditions of the contract during the assignment, the NWHC reserves the right to withdraw the appointment or summarily cancel the Agreement, at which point all information, documents and all the property of the NWHC must be returned.
- 6.1.14. Price quoted when assignments are requested, should include VAT and disbursements.

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7. DETAILED INFORMATION

- 7.1. The information provided are to be as comprehensive as possible, and the right is reserved to request more details.

8. RESPONSIVENESS CRITERIA

8.1. All respondents who make submissions must FULLY submit and satisfy the following to be responsive:

- 8.1.1. Fully completed Bid Document
- 8.1.2. Completed and Signed SBD forms
- 8.1.3. Submission of Original Valid Tax Clearance Certificate (TCC)
- 8.1.4. Certified copies of ID(s) of Directors or main shareholders.
- 8.1.5. Letter(s) of Good Standing from the Legal Practice Council (*not more than 3 months old*)
- 8.1.6. Proof of Admission certificate
- 8.1.7. Proof Of Business Address (*Signed Lease Agreement/municipal bill*)
 - 8.1.7.1. In case of registered ownership of business premises, a Municipal Bill of not older than 3 months.
 - 8.1.7.2. Or a Valid Signed Lease Agreement
- 8.1.8. Company Profile
- 8.1.9. CVs of all personnel that will form part of the law firm indicating relevant experience
- 8.1.10. Copies of Qualification
- 8.1.11. Fidelity Fund Certificate
- 8.1.12. Proof of relevant company experience
- 8.1.13. CSD Full Report

INTERIM BOARD OF DIRECTORS

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NB: Any bidder that does not comply with ANY of the above-mentioned criteria will be eliminated from the evaluation process and will not be considered for the panel.

8.2. EVALUATION CRITERIA TO BE USED:

8.2.1.FUNCTIONALITY

- **A bid that scores less than 80 points in respect of functionality will be regarded as submission of a non-responsive Bid will be Disqualified.**

8.2.1.1. COMPANY EXPERIENCE [40]

	REQUIREMENTS	SUBMISSIONS	POINTS	WEIGHT
CIVIL LITIGATION	Finalized 15 No. Civil Litigation Cases annually	Affidavit and Confirmatory Affidavit - In case of 2 or more members with relevant Court Orders	6	10
	Finalized 10 No. Civil Litigation Cases annually		3	
	Finalized 5 No. Civil Litigation Cases annually		1	
	Finalized 0 No. Civil Litigation Cases annually		0	
	REQUIREMENTS	SUBMISSIONS	POINTS	WEIGHT
COMMERCIAL LITIGATION	Finalized 15 No. Commercial Litigation Cases annually	Affidavit and Confirmatory Affidavit - In case of 2 or more members with relevant Court Orders	6	10
	Finalized 10 No. Commercial Litigation Cases annually		3	

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	Finalized 5 No. Commercial Litigation Cases annually		1	
	Finalized 0 No. Commercial Litigation Cases annually		0	
LABOUR COURT LITIGATION	REQUIREMENTS	SUBMISSIONS	POINTS	WEIGHT
	Finalized 5 No. Labour Court Cases annually	Affidavit and Confirmatory Affidavit - In case of 2 or more members with relevant Court Orders	3	10
	Finalized 3 No. Labour Court Cases annually		2	
	Finalized 1 No. Labour Court Cases annually		1	
	Finalized 0 No. Labour Court Cases annually		0	
CONVEYANCING	REQUIREMENTS	SUBMISSIONS	POINTS	WEIGHT
	Finalized 15 No. Transfers/ charge Bond Registration/ Bond Cancellations annually	Affidavit and Confirmatory Affidavit - In case of 2 or more members with relevant Court Orders	3	10
	Finalized 10 No. Transfers/ charge Bond Registration/ Bond Cancellations annually		2	
	Finalized 5 No. Transfers/ charge Bond Registration/ Bond Cancellations annually		1	

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8.2.1.2. EXPERIENCE OF PROPRIETOR OR DIRECTOR [30]

The scoring of the experience of Proprietors/ Directors will be as follows:

QUALIFICATIONS SCORING CRITERIA	POINTS	QUALIFICATIONS SCORING CRITERIA	POINTS	LEGAL PRACTICE COUNCIL REGISTRATION	POINTS	ADEQUACY FOR THE ASSIGNMENT	POINTS	WEIGHT
B.Proc, LLB + Other Relevant Certificates	1	PROPRIETORS/ DIRECTORS With LLB/ LLM X1 No.	1	1. Right of Appearance in the High Court	1	Proprietors/ Directors levels of Professional experience (10 Years)	1	30
LLM	2	PROPRIETORS/ DIRECTORS X2 No.	2	1. Admission as Conveyancer 2. Right of Appearance in the High Court	2	Proprietors/ Directors levels of Professional experience (15 Years)	2	
LLM + Other Relevant Certificates	3	PROPRIETORS/ DIRECTORS X3 No. or More	4	1. Admission as Conveyancer 2. Admission as Notary Public 3. Right of Appearance in the High Court	4	Proprietors/ Directors levels of Professional experience (20 Years and above)	4	
TOTAL	6		8		8		8	

INTERIM BOARD OF DIRECTORS

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8.2.1.3. EXPERIENCE OF KEY PROFESSIONAL STAFF [30]

The scoring of the experience of Key Professional Staff will be as follows:

QUALIFICATION S SCORING CRITERIA	POINT S	QUALIFICATION S SCORING CRITERIA	POINT S	LEGAL PRACTICE COUNCIL REGISTRATION	POINT S	ADEQUACY FOR THE ASSIGNMEN T	POINT S	WEIG HT
B. Proc, LLB + Other Relevant Certificates	1	KEY PROFESSION AL STAFF With LLB/ LLM X1 No.	1	1. Right of Appearan ce in the High Court 1.	1	Proprietors/ Directors levels of Professional experience (10 Years)	1	30
LLM	2	KEY PROFESSION AL STAFF X2 No.	2	1. Admissio n as Conveyan cer 2. Right of Appearan ce in the High Court	2	Proprietors/ Directors levels of Professional experience (15 Years)	2	
LLM + Other Relevant Certificates	3	KEY PROFESSION AL STAFF X3 No. or More	4	1. Admissio n as Conveyan cer 2. Admissio n as Notary Public 3. Right of Appearan ce in the High Court	4	Proprietors/ Directors levels of Professional experience (20 Years and above)	4	
TOTAL	6		8		8		8	

INTERIM BOARD OF DIRECTORS

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8.3. Bidders will be evaluated on functionality and placed on the panel

NB: The bid is non-competitive with relation to pricing; all pricing will be as per High Court Tariffs or Conveyance fees as determined in applicable legislation.

9. NOTES RELATING TO PRICING / FEES

9.1. LITIGATION, CONTRACT, OPINIONS

9.1.1. Attorney Client Fee Scale as applicable and determined in terms of High Court / Magistrate Court Tariffs.

9.2. DISCIPLINARY MATTERS INCLUDING ARBITRATIONS

9.2.1. An Hourly Rate of maximum R 1 500, 00.

9.3. CONVEYANCING

9.3.1. Conveyancing Fees as determined by the applicable tariff.

9.4. DISBURSEMENTS

9.4.1. The claim for subsistence (e.g. accommodation) will be submitted with supporting documentation (invoices and receipts), and payment will be based on actual expenditure. Only actual costs are recoverable.

9.4.2. Travelling costs will be reimbursed purely in terms of AA rates.

9.4.3. Disbursements charges for accommodation should be according to NWHC cost containment policy as amended from time to time.

9.4.4. These prices will apply for the duration of the agreement and will only be reviewed, if necessary and in keeping with any amendments applicable in terms of the law.

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10. CONDITIONS APPLICABLE TO APPOINTMENT

- 10.1. Service providers must disclose all cases against NWHC that they are currently dealing with and undertake not to use any information gained in this process to the prejudice of the NWHC.
- 10.2. Regular quarterly written feedback must be given to the Legal Officer or delegated Official by the CEO on all matters with the service provider at no cost to NWHC. NWHC will however reserve the right to request feedback in respect of a matter with the service provider at any given time.
- 10.3. When cases have been postponed at the request of the attorney acting on behalf of NWHC owing to non-compliance with any procedural requirements, the attorney who was negligent in this regard will bear the cost of postponement, and this amount will not be recovered from NWHC.
- 10.4. If a firm of attorney's merges with a firm outside the panel, the participation of the merged company in the Bid will be subject to approval of the Accounting Authority, or his/her delegate and it will be further subject to the following:
 - 10.4.1. The new firm must submit a letter of acceptance of the Bid conditions,
 - 10.4.2. A profile as per paragraph 6 of this specifications must be submitted
 - 10.4.3. The new firm must meet the responsiveness requirements as per paragraph 8.
- 10.5. Payment on confirmed and approved work of legal fees by NWHC will be effect within thirty (30) days from date of receipt of an acceptable invoice.
- 10.6. NWHC reserves the right not to include any service provider on the NWHC's panel of private legal advisors and further reserves the right to appoint a service provider for matters according to their area of expertise.

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10.7. It will be expected from the service provider to acknowledge receipt of the NWHC's request to render service on any of the specialised areas within thirty-six (36) hours.

10.8. NWHC shall not pay for condonation and rescission applications occasioned by fault on the service provider.

10.9. NWHC will not be held liable for interest if the Attorney is not compliant on Central Supplier Database (CSD).

11. DURATION OF THE CONTRACT

11.1. Successful service providers will form part of the panel for a period of thirty-six (36) months.

11.2. Parties will be entitled to terminate the SLAs by giving a 2 months' notice to that effect.

12. CANCELLATION

12.1. NWHC reserves the right to cancel the contract if the service provider bridges a material term of the contract alternatively if the NWHC establishes that the service provider committed a material misrepresentation.

12.2. On Cancellation of the contract for whatever reason, the service provider shall on demand deliver, without the right to retention all documents and information gained of this agreement.

NB!!!IT IS VERY IMPORTANT THAT THE BIDDER THOROUGHLY UNDERSTAND THE REQUIREMENTS SPECIFICATIONS BEFORE THE BID IS SUBMITTED.

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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
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

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

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

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

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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.

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

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

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

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

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

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

**28. Limitation of
liability**

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

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.