NWDC Cnr. University & Provident Drive
Private Bag X 2145, Mmabatho,2735
Tel: +27 (18) 388 2899

2nd Floor West Wing, University Drive
Garona Building
Private Bag X 2145, Mmabatho,2735
Tel: +27 (18) 388 2899

INVITATION TO BID

BID NUMBER : DHS 02/2026 **VALIDITY PERIOD: 90 DAYS**

CLOSING TIME: 11H00 **CLOSING DATE: 14 DECEMBER 2026**

APPOINTMENT OF ADMITTED CONVEYANCERS FOR THE TRANSFER OF PROPERTIES TO THE QUALIFYING BENEFICIARIES OF STATE SUBSIDISED HOUSING FOR THE PERIOD OF 36 MONTHS.

1. Kindly furnish the Department with a bid for services shown on the attached documents.
2. The conditions contained in the General Conditions of Contract (GCC) and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.
3. No late, faxed or emailed bid will be considered. Bid received after the closing date and time is late and will as a rule is not acceptable for consideration.
4. It is the responsibility of Bidder to ensure that the company is registered on the National Treasury Central Supplier Database as a service provider.
5. Bid documents are obtained from SCM offices at a cost of R300.00 non- refundable
6. A non-refundable deposit must be deposited to the Departmental Account Number as follows:

   Bank Name: ABSA

   Account Name: NW – Human Settlements

   Account Number: 41-1181-1728

   Branch Code: 632005

   Reference: DHS 02/2026

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

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

BID EVALUATION QUALIFICATION REQUIREMENTS:

The evaluation of bids will be done in terms of the PFMA, the NWHS Supply Chain Management Policy and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential Procurement Regulations, 2022.

The first stage will be the evaluation of bids on **Mandatory Compliance** and **Administrative Compliance**. During these stages, bids that do not meet the mandatory compliance requirements will be disqualified and will not be considered for **Functionality** evaluation.

Bids that do not meet the minimum threshold of **75** points on Functionality, will not be considered for pre-qualification into the panel.

Bids will be evaluated in two stages as listed below:

- Stage 1A: Administrative Compliance
- Stage 1B: Mandatory Compliance
- Stage 2: Functionality

Stage 1: Administrative Compliance and Mandatory Compliance

Stage 1A: Administrative Compliance

- ✓ Invitation letter to bid
- ✓ SBD 1: Invitation to bid
- ✓ SBD 4: Bidder's Disclosure (Paragraph 2.3 of the SBD 4 in terms of **any other related enterprise** refers to all enterprises that the bidder has interest on/owns / has shareholding)
- ✓ SBD 6.1: Preference points claim form of the Preferential Procurement Regulations 2022
- ✓ General Conditions of Contract
- ✓ Special Conditions of Contract
- ✓ Letter of authority to sign
- ✓ Company profile

- ✓ CSD report reflecting compliant tax status, successful bank verification and ownership information
- ✓ Confirmation of force number from DMV
- ✓ Confirmation of disability by the Medical Practitioner
- ✓ Proof of enterprise location (letter from the Tribal Authority / Municipal rates & taxes)

Stage 1B Mandatory Compliance

- ✓ Proof of registration with the **Legal Practice Council, and proof of registration as a conveyancer** (Valid at the time of closure of the bid),

REQUIRED COMPETENCIES AND/OR SKILLS OF SERVICE PROVIDER

a) In-House Conveyancing Attorney with at least five (5) years of post-registration as a conveyancer registered with the Legal Practice Council (LPC).
b) In-House Conveyancing Secretary with at least five (5) years of post-qualification experience.
c) Proficiency in transfer of state-subsidized housing for both full and Sectional titling.
d) Expertise in electronic deeds registration.
e) Creating of Caveats and Servitudes.
f) High Court litigation and Correction of wrong registrations.
g) Working knowledge of Town planning and Land surveying processes including Township formalisation; Subdivision; Consolidation; Surveyor General's plans and diagrams.

NB: The Department reserves the right to verify the validity of all supporting documents.

1. SPECIAL CONDITIONS

1. The Department of Human Settlements does not guarantee that successful conveyancers will receive work during the inclusion term.
2. Where an entity forms a joint venture or a consortium with (an) other entities(y), the parties to this agreement must express in the application what aspect of the scope of work each party would be adding value to and what percentage each party will receive in terms of the proceeds flowing from any assignment.
3. Only service providers who meet the minimum requirements in terms of the evaluation will be included in the pre-qualified list of Conveyancers,
4. Late applications will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.
5. No telephonic, telegraphic, telex, facsimile, electronic or emailed bids will be considered.

2. OTHER REASONS FOR DISQUALIFICATIONS

1. Applicants who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BBBEE credentials, experience, etc.
2. Applicants who received information not available to other bidders through fraudulent means.
3. Applicants who made false declarations on the Standard Bidding Documents, or misrepresent of facts, and or Bidders who are listed on the National Treasury 's Database of restricted suppliers
4. Applicants whose officials/Directors are employed by the state.

STAGE 2- FUNCTIONALITY

To assess the ability of each bidder to successfully execute the contract according to the Scope of Works, bidders will be evaluated using the functionality evaluation criteria stipulated in the table below. Failure to score a minimum of **75 points** will result in the bidder being disqualified and not recommended to be placed on the panel. The functionality evaluation criteria is as follows:

<table>
<tr><th colspan="4">TENDERERS EXPERIENCE</th></tr>
<tr><th>Criteria</th><th>Description</th><th>Evaluation</th><th>Points</th></tr>
<tr><td>Record of Experience</td><td>Proven records of experience in conveyancing of government subsidised houses and township registers. Attach reference documents that indicate start and completion date, all these should be on the letterhead of institutions with contactable references.</td><td><table><tr><td>1000-and above</td><td>5</td></tr><tr><td>800-999</td><td>4</td></tr><tr><td>500-799</td><td>3</td></tr><tr><td>300-499</td><td>2</td></tr><tr><td>100-299</td><td>1</td></tr></table>(Numbers above indicate number of subsidised houses transferred or Subsidy Title Deeds Registered)</td><td>35</td></tr>
<tr><td>Approach and Methodology</td><td>Approach and methodology must be clear, unambiguous and demonstrate the understanding of the scope of work and deliverables</td><td><table><tr><td>Comprehensive approach and methodology indicating project cycle, monitoring and evaluation risk management.</td><td>5</td></tr><tr><td>Moderate approach and methodology indicating project cycle, monitoring and evaluation risk management</td><td>3</td></tr><tr><td>Generic approach and methodology indicating project cycle, monitoring and evaluation risk management.</td><td>1</td></tr><tr><td></td><td></td></tr></table></td><td>30</td></tr>
<tr><td>Experience of Technical Team</td><td>Admitted Conveyancer:
A qualified in-house Conveyancing Attorney with at least five (5) years of post-registration experience as a conveyancer registered with the Legal Practice Council (LPC).

Conveyancing Secretary:</td><td><table><tr><td>Above 7 years</td><td>5</td><td>35</td></tr><tr><td>6 -7 Years</td><td>4</td><td>28</td></tr><tr><td>4-5 Years</td><td>3</td><td>21</td></tr><tr><td>2-3 Years</td><td>2</td><td>14</td></tr><tr><td>less than 2 Years</td><td>1</td><td>7</td></tr></table>Years as Conveyancer</td><td>35</td></tr>
</table>

TENDERERS EXPERIENCE			
Criteria	Description	Evaluation	Points
	An in-house Conveyancing Secretary with at least five (5) years of post-qualification experience in conveyancing. (Proof of registration with the Legal Practice Council as an Attorney and Conveyancer is required) and Curriculum Vitaes (CVs) and original certified copies of qualifications and registrations must be submitted).		
GRAND TOTAL			100

NOTE:-

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

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

Contact Person : Ms H. Mhlongo
Cell : 078 457 4194
E-mail address : MhlongoH@nwpg.gov.za

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

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

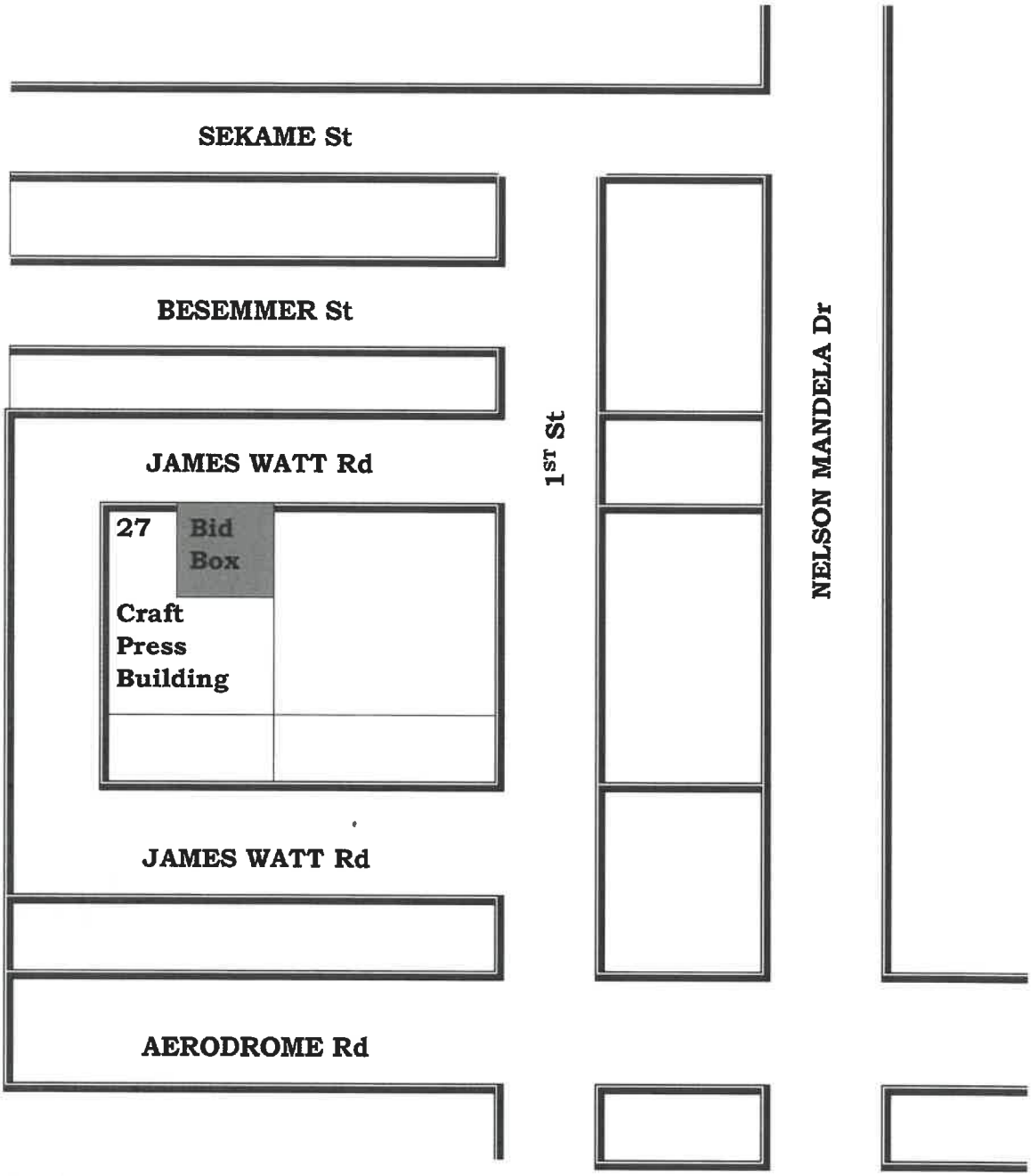
Ms K.M. TUMANE: .....
DIRECTOR: SUPPLY CHAIN MANAGEMENT
DATE: 20/11/2026

MAP TO BID BOX

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

SUBMIT ALL APPLICATIONS ON THE OFFICIAL FORMS – DO NOT RETYPE

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



MAFIKENG, 2745.

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

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

SBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	DHS 02/2026	CLOSING DATE:	14 DECEMBER 2026	CLOSING TIME:	11H00
DESCRIPTION	**APPOINTMENT OF ADMITTED CONVEYANCERS FOR THE TRANSFER OF PROPERTIES TO QUALIFYING BENEFICIARIES OF STATE SUBSIDISED HOUSING FOR THE PERIOD OF 36 MONTHS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT ***(STREET ADDRESS)***					
CRAFT PRESS BUILDING (formerly known as CCP BUILDING), 27 JAMES WATT CRESCENT; INDUSTRIAL SITE, MAFIKENG, 2745.					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**ELNA KEPADISA**	CONTACT PERSON	**Ms H Mhlongo**
TELEPHONE NUMBER	**0183884435**	TELEPHONE NUMBER	**078 457 4194**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Ekepadisa@nwpg.gov.za	E-MAIL ADDRESS	MhlongoH @nwpg.gov.za

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION				

NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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 : .....

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise,

employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
To be determined during the implementation stage		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

General Conditions of Contract

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
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.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) 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.

Terms of Reference

human settlements
Department:
Human Settlements
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

HUMAN SETTLEMENTS SUBSIDY MANAGEMENT

NWDC Cnr, University & Provident Drive
Private Bag X 2145, Mmabatho,2735
Tel: +27 (18) 388 2899

2nd Floor West Wing, University Drive
Garona Building
Private Bag X 2145, Mmabatho,2735
Tel: +27 (18) 388 2899

Terms of Reference for the Appointment of admitted Conveyancers for the transfer of properties to the qualifying beneficiaries of state subsidised housing for the period of 36 Months.

BID NUMBER: DHS: 02/2026

Head Office: Craft Press Building

Physical Address : 27James Watt Crescent
Mafikeng Industrial Site

TECHNICAL ENQUIRIES

MS H. MHLONGO

078 457 4194

Email: MhlongoH@nwpg.gov.za

SCM RELATED ENQUIRIES:

Ms Elna Kepadisa- 018 388 4435

Email: ekepadisa@nwpg.gov.za

1. PURPOSE

The purpose of this contract is to appoint a panel of qualified conveyancers for a three-year period to facilitate the transfer of properties to recipients of government-subsidised houses in the North West Province. The aim is to ensure the formal registration of the properties, leading to the issuance of title deeds to qualifying beneficiaries.

2. BACKGROUND

In line with the government's commitment to providing housing subsidies, a significant number of state-subsidised houses have been constructed across the North-West Province, including those built under the former Bophuthatswana government. All these properties are now under the jurisdiction of the North-West Provincial Government, Human Settlements Department (hereafter referred to as the **Department**).

There exists a backlog of properties that require registration with the Deeds Office. This registration process is vital to provide the rightful occupants with title deeds, thereby ensuring legal security of tenure. Addressing this backlog will help improve the secondary property market and enhance the quality of life for beneficiaries.

3. SCOPE OF WORK

The Department seeks to appoint a panel of conveyancers who are qualified and experienced to undertake the following activities related to the verification and registration process in compliance with the **Deeds Registries Act 47 of 1937**:

1. **Beneficiary Identification and Verification:**
   Conduct profiling and physical verification/audit to confirm that the occupants are the legitimate beneficiaries as recognized by the Housing Subsidy System.
2. **Township Register Management:**
   Ensure that Township establishment is complete and that township Registers for the affected areas are opened or updated at the Deeds Office to facilitate the registration of title deeds for approved beneficiaries.

3. **Liaison with Municipalities and Councillors:**
   Work with municipalities and local councillors to gather the necessary documentation and information required for property transfer.
4. **Documentation Collection:**
   Collect required documentation from beneficiaries to enable the legal registration of properties.
5. **Preparation of Transfer Documents:**
   Draft and prepare all necessary documents, including all required copies, for execution or registration at the Deeds Office.
6. **Coordination with Relevant Parties:**
   Collaborate with the Department, Municipalities, and Beneficiaries to make arrangements for processing transfer documents.
7. **Facilitate Mandates and Powers of Attorney:**
   Ensure that necessary signatures for mandates or powers of attorney are obtained from the beneficiaries.
8. **Scrutinise Transfer Documents:**
   Review transfer documents for compliance with applicable property transfer protocols, ensuring all legal requirements are met.
9. **Lodgment and Registration:**
   Facilitate the lodgment and registration of documents at the Deeds Office, including simultaneous lodgments where necessary, and provide the required references for examination by the Deeds Registry.
10. **Cancel Charges and Handle Endorsements:**
    Cancel charges, handle endorsement applications, and deal with issues such as lost copies and title deed substitutions.
11. Township establishment processes where it's necessary

4. REPORTING AND ACCOUNTABILITY

The appointed conveyancers will be required to report progress and ensure accountability in the following manner:

1. **Monthly Steering Committee Meetings:**
   Attend mandatory monthly meetings with the Steering Committee, represented by an authorized decision-maker from the service provider.

2. **Prioritization of Tasks:**
   Ensure timely delivery of tasks and prioritization of action items to meet the provincial targets and deliverables set by the Department.
3. **Monthly Reports:**
   Submit monthly reports (both financial and non-financial) detailing matters related to program performance, including progress on lodgment times, challenges, and mitigation strategies.
4. **Advisory Role:**
   Provide expert support and advice on conveyancing issues to help address the backlog and accelerate the process.
5. **Title Deeds Submission:**
   Submit original registered title deeds upon completion of transfers.
6. **Final Project Report:**
   Submit a comprehensive **Project Completion Handover Report** at the close of the project.

5. REQUIRED COMPETENCIES AND SKILLS OF THE CONVEYANCERS

The successful service provider must meet the following qualifications and competencies:

1. **Admitted Conveyancer:**
   A qualified in-house Conveyancing Attorney with at least **five (5) years of post-registration experience** as a conveyancer registered with the Legal Practice Council (LPC).
2. **Conveyancing Secretary:**
   An in-house Conveyancing Secretary with at least **five (5) years of post-qualification experience** in conveyancing.

3. **Expertise in State-Subsidised Housing Transfers:**
   Demonstrable experience in transferring state-subsidised housing, including full and sectional titling.
4. **Electronic Deeds Registration Proficiency:**
   Familiarity and proficiency in electronic deeds registration processes.

5. **Caveats and Servitudes Creation:**
   Expertise in creating caveats and servitudes.
6. **High Court Litigation and Correcting Wrong Registrations:**
   Proficiency in High Court litigation related to property issues and correction of incorrect registrations.
7. **Town Planning and Land Surveying Knowledge:**
   Working knowledge of town planning, land surveying, and processes like township formalization, subdivision, consolidation, and Surveyor General's plans.

6. EVALUATION OF BIDS

The evaluation of bids will be done in terms of the PFMA, the NWHS Supply Chain Management Policy and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential Procurement Regulations, 2022.

The first stage will be the evaluation of bids on **Mandatory Compliance** and **Administrative Compliance**. During these stages, bids that do not meet the mandatory compliance requirements will be disqualified and will not be considered for **Functionality** evaluation.

Bids that do not meet the minimum threshold of **75** points on Functionality, will not be considered for pre-qualification into the panel.

Bids will be evaluated in two stages as listed below:

- Stage 1A: Administrative Compliance
- Stage 1B: Mandatory Compliance
- Stage 2: Functionality

6.1 Administrative Compliance

Stage 1: Administrative Compliance and Mandatory Compliance

Stage 1.1: Administrative Compliance

✓ Invitation letter to bid

- ✓ SBD 1: Invitation to bid
- ✓ SBD 4: Bidder's Disclosure (Paragraph 2.3 of the SBD 4 in terms of **any other related enterprise** refers to all enterprises that the bidder has interest on/owns / has shareholding)
- ✓ SBD 6.1: Preference points claim form of the Preferential Procurement Regulations 2022
- ✓ General Conditions of Contract
- ✓ Special Conditions of Contract
- ✓ Letter of authority to sign
- ✓ Company profile
- ✓ CSD report reflecting compliant tax status, successful bank verification and ownership information
- ✓ Confirmation of force number from DMV
- ✓ Confirmation of disability by the Medical Practitioner
- ✓ Proof of enterprise location (letter from the Tribal Authority / Municipal rates & taxes)

Stage 6.2 Mandatory Compliance

- ✓ Proof of registration with the **Legal Practice Council, and proof of registration as a conveyancer** (Valid at the time of closure of the bid),

REQUIRED COMPETENCIES AND/OR SKILLS OF SERVICE PROVIDER

a) In-House Conveyancing Attorney with at least five (5) years of post-registration as a conveyancer registered with the Legal Practice Council (LPC).
b) In-House Conveyancing Secretary with at least five (5) years of post-qualification experience.
c) Proficiency in transfer of state-subsidized housing for both full and Sectional titling.
d) Expertise in electronic deeds registration.
e) Creating of Caveats and Servitudes.
f) High Court litigation and Correction of wrong registrations.

g) Working knowledge of Town planning and Land surveying processes including Township formalisation; Subdivision; Consolidation; Surveyor General's plans and diagrams.

NB: The Department reserves the right to verify the validity of all supporting documents.

7. SPECIAL CONDITIONS

1. The Department of Human Settlements does not guarantee that successful conveyancers will receive work during the inclusion term.
2. Where an entity forms a joint venture or a consortium with (an) other entities(y), the parties to this agreement must express in the application what aspect of the scope of work each party would be adding value to and what percentage each party will receive in terms of the proceeds flowing from any assignment.
3. Only service providers who meet the minimum requirements in terms of the evaluation will be included in the pre-qualified list of Conveyancers,
4. Late applications will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.
5. No telephonic, telegraphic, telex, facsimile, electronic or emailed bids will be considered.

8. OTHER REASONS FOR DISQUALIFICATIONS

1. Applicants who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BBBEE credentials, experience, etc.
2. Applicants who received information not available to other bidders through fraudulent means.

3. Applicants who made false declarations on the Standard Bidding Documents, or misrepresent of facts, and or Bidders who are listed on the National Treasury 's Database of restricted suppliers
4. Applicants whose officials/Directors are employed by the state.

STAGE 2- FUNCTIONALITY

To assess the ability of each bidder to successfully execute the contract according to the Scope of Works, bidders will be evaluated using the functionality evaluation criteria stipulated in the table below. Failure to score a minimum of **75 points** will result in the bidder being disqualified and not recommended to be placed on the panel. The functionality evaluation criteria is as follows:

TENDERERS EXPERIENCE			
Criteria	**Description**	**Evaluation**	**Points**
Record of Experience	Proven records of experience in conveyancing of government subsidised houses and township registers. Attach reference documents that indicate start and completion date, all these should be on the letterhead of institutions with contactable references.	1000-and above: 5 800-999: 4 500-799: 3 300-499: 2 100-299: 1 *(Numbers above indicate number of subsidised houses transferred or Subsidy Title Deeds Registered)*	**35**
Approach and Methodology	Approach and methodology must be clear, unambiguous and demonstrate the understanding of the scope of work and deliverables	Comprehensive approach and methodology indicating project cycle, monitoring and evaluation risk management: 5 Moderate approach and methodology indicating project cycle, monitoring and evaluation risk management: 3 Generic approach and methodology indicating project cycle,	**30**

<table>
<tr><th colspan="4">TENDERERS EXPERIENCE</th></tr>
<tr><th>Criteria</th><th>Description</th><th>Evaluation</th><th>Points</th></tr>
<tr><td></td><td></td><td>monitoring and evaluation risk management.

</td><td></td></tr>
<tr><td>Experience of Technical Team</td><td>Admitted Conveyancer:
A qualified in-house Conveyancing Attorney with at least five (5) years of post-registration experience as a conveyancer registered with the Legal Practice Council (LPC).

Conveyancing Secretary:
An in-house Conveyancing Secretary with at least five (5) years of post-qualification experience in conveyancing.

(Proof of registration with the Legal Practice Council as an Attorney and Conveyancer is required) and
Curriculum Vitaes (CVs) and original certified copies of qualifications and registrations must be submitted).</td><td>Above 7 years | 5 | 35
6 -7 Years | 4 | 28
4-5 Years | 3 | 21
2-3 Years | 2 | 14
less than 2 Years | 1 | 7
Years as Conveyancer</td><td>35</td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td colspan="3">GRAND TOTAL</td><td>100</td></tr>
</table>

APPROACH AND METHODOLOGY

The **approach** to the assignment will be systematic and phased to ensure that all activities under the scope of work are completed efficiently and in compliance with legal requirements. The **methodology** outlined below takes into consideration the complexity of the project and

the goal of eradicating the backlog of property registrations for state-subsidised housing in the North West Province.

- Project Planning and Initiation
- Beneficiary Identification and Verification
- Township Register Management and Document Collection
- Transfer Documentation Preparation
- Scrutiny and Compliance Check
- Lodgement and Registration
- Cancelation of Charges and Endorsements
- Reporting and Monitoring
- Stakeholder Engagement and Communication
- Project Handover and Close-Out Report

This approach ensures a comprehensive, structured, and methodical process that will address all aspects of property transfer and registration. The focus is on effective collaboration, attention to detail, and compliance with legal and regulatory requirements to ensure that the backlog of property registrations for state-subsidised housing in the North-West Province is resolved within the specified timeframe.

RECORDS OF EXPERIENCE

Please complete the following table for any work carried out during the past 5 years of operation to show the company's conveyancer's experience record. You will have to duplicate this sheet to supply information for all the instructions that your firm has been involved in. (Current and completed)

PROJECT NAME	
SCOPE OF WORK	
CLIENT	

CONTACT PERSON AND DETAILS	
START DATE	
COMPLETION DATE	
ATTACH COMPLETION CERTIFICATE	

9. CONTRACT PERIOD

The contract period for the panel of conveyancers is for a period of thirty-six (36) months. Updating of information will be affected annually only to the service providers that are on the approved database.

10. BRIEFING SESSION

There will be no briefing session

11. FORMAT AND SUBMISSION OF BIDS

- Proposals shall be submitted in hard copies to the following address:
  North West Department of Human Settlements
  27 James Watt Crescent
  Mahikeng
  2735
- The submissions are to be clearly indexed, paginated, and marked with the correct tender name and number.
- **NO** electronic bids shall be accepted.
- **NO** late submissions shall be accepted

12. ENQUIRIES

All enquiries related to the content of the Terms of Reference may be directed in writing to Ms K.M. Tumane at KMTumane@nwpg.gov.za / NMadwanya@nwpg.gov.za

SCM related enquiries may be directed in writing to:

EKepadisa@nwpg.gov.za / LVMaruping@nwpg.gov.za

RECOMMENDED / NOT RECOMMENDED

MS C.H GABOUTLOELOE

CHAIRPERSON DBSC: ..... **Date:** 20/10/26

RECOMMENDED / ~~NOT RECOMMENDED~~

MS S.D. MOKHADI

CHAIRPESON DBAC: ..... **Date:** 20/10/2026

APPROVED / ~~NOT APPROVED~~

MS M.K. MAHLOBO

ACCOUNTING OFFICER: ..... **Date:** 30/10/2026

ANNEXURE A:

SOURCING STRATEGY FOR THE SELECTION OF PRE-QUALIFIED CONVEYANCERS FROM THE DATABASE

FINANCIAL YEAR: 2026/2027

SOURCING STRATEGY FOR THE SELECTION OF PRE-QUALIFIED CONVEYANCERS FROM THE DATABASE

FINANCIAL YEARS: 2026/2027

1. INTRODUCTION & BACKGROUND

The Department of Human Settlements is constitutionally mandated to eradicate the housing backlog and secure land tenure for beneficiaries of government-subsidised housing. To accelerate property transfers and eradicate historical title deed backlogs efficiently, the Department has established an approved, pre-qualified database panel of competent Conveyancers.

This strategy details the operational mechanisms to distribute work to the panel in an objective, transparent, and strictly equitable manner.

2. LEGISLATIVE MANDATE

To ensure total compliance with South African Supply Chain Management (SCM) laws, the strategy aligns with:

- **Section 217 of the Constitution of the Republic of South Africa, 1996:** Upholding fairness, equity, transparency, competitiveness, and cost-effectiveness.
- **General Public Procurement Regulations, 2026:** Specifically governing framework agreements, panels, and threshold-based set-asides.
- **Public Finance Management Act No. 1 of 1999 (PFMA).**
- **Treasury Regulations, 2005**

3. SOURCING & ROTATION CRITERIA (THE EQUITABLE ALLOCATION MODEL)

Because the panel is pre-qualified, all listed conveyancers are deemed technically competent and capable of executing the scope of work. To satisfy constitutional fairness while ensuring equal economic opportunity, the database will operate on a **Sequential Closed-Loop Rotation System**:

A. The Invitation Mechanism

- **Closed Panel RFQ:** For every newly packaged project/ward, **all** pre-qualified conveyancers currently active on the database will be invited to submit a bid/quotation.
- **Fixed Pricing:** Because the department operates on a non-negotiable, predetermined fixed pricelist, bids will be evaluated strictly on capacity, turnaround commitments, and preferential procurement goals.

B. The "Chance-for-All" Rotation Engine

- **Sequential Project Allocation:** Projects will be allocated in sequential order based on a master ranking list of the database.
- **The Bottom-of-the-List Rule:** Once a conveyancer is successfully appointed to a project, **they are immediately eluted and moved to the absolute bottom of the database list**.
- **Exclusion from Next Rounds:** The appointed conveyancer will be bypassed in subsequent contract awards *until* all other conveyancers on the database have systematically received their chance and have been awarded a project in turn.
- **Volume Harmonisation:** To prevent unequal distribution caused by differing volumes of unregistered deeds discovered during physical audits, a **balancing mechanism** will be used. If a conveyancer is sequentially allocated a project that yields a lower-than-average number of final title deeds, their next allocation will be weighted or augmented with additional files to fairly balance out numbers from previous allocations.

C. Performance-Linked Progression

- While initial placement is strictly sequential, progression and retention on the panel are performance-linked. If a firm fails to meet milestones during their "chance", their positioning for future rounds may be suspended pending a review.
- No conveyancer listed on National Treasury's central Debarment Database or restricted suppliers list will be eligible for an invite or award.

4. SCOPE OF WORK

Appointed firms must execute verification and registration processes as mandated by the Deeds Registries Act:

- **Beneficiary Profiling:** Cross-referencing occupant data via the Housing Subsidy System (HSS), deeds registry searches, and physical doorstep audits.

- **Township Registers:** Opening, updating, and formalising registry records at the Deeds Office.
- **Stakeholder Liaison:** Coordinating documentation retrieval with Municipalities, Ward Councillors, and beneficiaries.
- **Legal Preparation & Lodgement:** Preparing Powers of Attorney, drafting transfer protocols, managing simultaneous lodgements, and delivering original registered Title Deeds alongside comprehensive Project Close-out Reports to the Department.

5. RATE OF PAY (FIXED TARRIFS)

Finances are managed strictly through predetermined, fixed budgetary allocations tied to the Department's approved business plans. **Pricing criteria are excluded from individual project evaluation metrics to protect the rotation model**.

6. ACCOUNTABILITY, REPORTING & QUALITY ASSURANCE

To maintain high industry standards and protect public funds, service providers must comply with the following:

- **Steering Committee:** Compulsory monthly attendance by a legally authorized decision-maker.

  Reporting: Monthly submission of unified financial and non-financial performance metrics, highlighting turnaround times, lodgement tracking, and risks.

- **Compliance:** Continuous active registration with the Legal Practice Council (LPC); firms must remain "fit and proper" throughout the tenure of the panel.

7. DISPUTE RESOLUTION

Any operational or contractual disputes will follow an expedited multi-stage path:

1. **Mediation:** Referral to an independent mutually agreed mediator within 14 days.
2. **Arbitration:** If mediation fails, matter is referred to final binding arbitration administered by the **Arbitration Foundation of Southern Africa (AFSA)**.
3. **Courts:** Nothing prevents urgent interim relief applications to a South African court of competent jurisdiction.

SOURCING STRATEGY FOR THE SELECTION OF PRE-QUALIFIED CONVEYANCERS FROM THE DATABASE