

NATIONAL HOUSING FINANCE CORPORATION (NHFC)

Invitation to Bid

Bid Description: Database for the Provision of Local Material Supplier Mentorship Services



Issued by:
NHFC Ground Floor, Tijger Park 3 Willie Van Schoor Tygervalley Cape Town

Full Name of Bidding/Tendering Entity: _____

Contact Person: _____

Tel Number: _____

Total bid price (incl. VAT): R _____

Advert date: 13 November 2020

Non-Compulsory Briefing Session 24 November 2020

Closing Date and Time: 08 December 2020 @ 11:00am

Bidder's Authorised Signatory:

Initials and Surname: _____

Signature: _____

BID DOCUMENTS CHECK LIST:

The contents of the BID document must be as follows, and numbered as per the numbering below, with each schedule punched, placed in a file and separated from the next schedule with a file divider.

Please complete the checklist below to verify your submission of the relevant documents:

Schedules	Description	Submitted – Indicate YES or NO
Annexure 1	Tax Compliant Status Pin	
Annexure 2	Copies of Company Registration Documents	
Annexure 3	Certified Copy B-BBEE Certificate/ Sworn Affidavit	
Annexure 4	Central Supplier Database Report Copy	
Annexure 5	Valid SABS or AGRIMA Quality Certification Certificate	
Annexure 6	SBD 1: Invitation to Bid	
Annexure 7	SBD 4: Declaration of Interest	
Annexure 8	SBD 6.1: Preference Point Claim Form in Terms of Preferential Procurement Regulations 2017	
Annexure 9	SBD 7.2 Contract Form Rendering of Services	
Annexure 10	SBD 8: Declaration of Bidder's Past SCM Practices	
Annexure 11	SBD 9 Certificate of Independent Bid Determination	
Annexure 12	Resolution to Sign	
Annexure 13	Initialized General Conditions of Contract (GCC)	

TABLE OF CONTENTS

PART 1: TENDERING PROCEDURE

Invitation to bid (SBD 1)	4
Tender Conditions	5
Terms of Reference	8

PART 2: RETURNABLE DOCUMENTS

SBD 4 Declaration of Interest (In the Service of the State).....	12
SBD 6.1 Preference Points claim form	15
SBD 8 Declaration of Bidder's Past SCM Practices	20
SBD 9 Certificate of Independent Bid Determination.....	22
Resolution to sign	26
Past experience	27

PART 3: PRICING SCHEDULE

Pricing schedule – Professional Services.....	28
Bill of Quantity	29

PART 4: THE CONTRACT

SBD 7.2 Contract Form – Rendering of Services	30
General Conditions of Contract	32

PART 1: TENDERING PROCEDURES

SBD 1 INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	QM02/11/2020	CLOSING DATE:	08/12/2029	CLOSING TIME:	11:00
DESCRIPTION	Database for the Provision of Local Material Supplier Mentorship Services				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MUST BE EMAILED

TO: pfunzo@nhfc.co.za

NB: Tender documents will not be deposited in a tender box

Ground Floor, Tijgerhof Park 3, Willie Van Schoor, Tygervalley, Cape Town

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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	NHFC	CONTACT PERSON	Thozina Kota
CONTACT PERSON	Pfunzo Mukheli	TELEPHONE NUMBER	041 001 5021
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	thozinaknhfc.co.za
EMAIL	Pfunzom@nhfc.co.za		

TENDER CONDITIONS

1. DEFINITIONS

- (a) The word “Bidder” in these conditions shall mean and include any firm of Contractors, Suppliers, Service Providers or any company or body incorporated or unincorporated.

- (b) The word “Employer” in these conditions shall mean the NHFC.

2. COMPULSORY REQUIREMENTS

- (a) Tax Compliance Status Pin
- (b) Certified Copy B-BBEE Certificate/ Sworn Affidavit
- (c) Proof of Company Registration.
- (d) Copy of Central Supplier Database (CSD) Report
- (e) Valid SABS or AGRIMA Quality Certification Certificate
- (f) Submission of the following Signed and Completed Standard Bid Documents (SBD) Forms and initialled GCC
 - SBD 1: Invitation to Bid
 - Pricing Schedule
 - SBD 4: Declaration of Interest
 - SBD 6.1 Preference Points Claim Form in terms of preferential procurement
 - SBD 7.2 Contract Form – Rendering of Services
 - SBD 8: Declaration of Bidder’s Past SCM Practices
 - SBD 9: Certificate of Independent Bid Determination
 - General Conditions of Contract (GCC)

All forms, annexures, addendums and specifications shall be signed and completed and returned with the Bid Document as a whole.

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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT

The lowest or any Bid will not necessarily be accepted.

3. BID DOCUMENT

- (a) The bid document must be completed in all respects in non-erasable BLACK ink.
- (b) Bids must be submitted on original bid documents.
- (c) Bid documents must remain intact and no portion may be detached.

4. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period **of 90 days** from the closing date as stipulated in the Bid document.

5. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total. VAT must be included in the Bid price but must be shown separately.

6. AUTHORITY TO SIGN BID DOCUMENTS

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Employer at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

7. SUBMITTING OF BIDS

Bids must be submitted in sealed envelopes clearly marked "Database for the Provision of Local Material Supplier Mentorship Services for the City of Cape " The Bid must be deposited in the bid box at the below address:

Ground Floor, Tijger Park 3
Willie Van Schoor
Tygervalley
Cape Town

8. CLOSING DATE AND TIME

Bid should reach the above address for submission by no later than 11:00 a.m. on 08 December 2020. No late bids will be accepted or considered.

9. BID ENQUIRIES

Please refer all enquiries to the below mentioned persons for assistance during normal office hours viz. 08:00 – 16:00 Mondays to Fridays.

Bidding Procedure Enquires

Name: Pfunzo Mukheli

Email address: pfunzom@nhfc.co.za

Technical Enquires

Name: Thozina Kota

Email Address: thozinak@nhfc.co.za

10. JOINT VENTURE REQUIREMENTS

DEFINITION:- “**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.

Should a group of companies/firms and/or interested parties wish to enter into a joint venture/consortium agreement the following minimum requirements must be met:-

- (a) A properly signed copy of the joint venture/consortium agreement must be attached.
- (b) Each member of the joint venture/consortium must provide a Tax Clearance Certificate.
- (c) After the award of a contract to a joint venture/consortium, the successful joint venture group or consortium must provide a combined joint venture/consortium Tax Clearance Certificate.
- (d) After the award of a contract to a joint venture/consortium, the successful joint venture group or consortium must provide the details of the joint venture / consortium banking details.
- (e) A trust, consortium or joint venture will qualify for points of their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- (f) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

10.1 THE JOINT VENTURE/CONSORTIUM AGREEMENT MUST CONTAIN THE FOLLOWING:-

- (a) Who the managing member will be.
- (b) Who the signatory of authority will be.
- (c) How the joint venture/consortium share of profit will be split.
- (d) The bank account details where payments will be deposited into.
- (e) The agreement must be signed by all parties.
- (f) The agreement must be certified by a Commissioner of Oaths.
- (g) The postal and physical address where all correspondence will be sent to.

TERMS OF REFERENCE

1. INTRODUCTION

NHFC business model was historically based on providing bridging finance to contractors involved in the development of affordable housing, subsidy housing and community infrastructure. NHFC ventured into a new business stream of Programme Management to assist government at all spheres with delivery capacity support and initiatives to deal with a number of institutional capacity, process and systemic challenges affecting their performance in the delivery of sustainable human settlements.

Capacity constraints and challenges related to lack of technical skills and appropriate systems including poor budget management, poor management of housing programmes are some of the challenges facing human settlements provincial departments and municipalities.

NHFC is addressing these challenges with provincial departments, municipalities and the National Department of Human Settlements, through the Programme Management Portfolio designed to implement change initiatives aimed at responding to these challenges. This Portfolio has positioned itself as a national centre of excellence, looking at deploying project and programme management best practice interventions, delivery technologies, business engineering processes, reporting and tracking tools and system aimed at developing institutional capacity amongst provincial department and municipalities. As such, NHFC seeks to forge relationships with service providers / professional experts to support delivery of institutional capacity development programmes and housing construction support services within different provinces.

2. PROJECT BACKGROUND

The City of Cape Town has plans to repair and maintain the 57 519 rental stock units across the City and develop SMMEs contractors through an enterprise development programme. However without any integrated development system including financing, incubation and support the programme is prone to failure through cessations and victimization of SMMEs. So CoCT in 2019 looked for a partner that will provide integrated and composite enterprise development services in the City of Cape Town. NHFC presented its Enterprise Development services provided through the Programme Management portfolio.

At the heart of NHFC's enterprise development model is the need for incubation of the enterprises to learn both theoretical knowledge and practical skills. Incubation can best be defined as a transition process of sustained application of specifically required interventions, which will enable an element subjected to the process, to change from one particular state of being to another over a given period of time. In the context of small Contractor enterprise, the aim of the incubation is to gradually improve the developing contractor into an established contractor at the end of the incubation period.

The City of Cape Town is therefore entering into a service level agreement with NHFC with the sole intent to primarily repair and maintain the rental stock units and provide an integrated and responsive enterprise development programme for local enterprises on CIDB Grades GB 1-3 in the City. The NHFC will provide the City with a Programme Implementation Plan that will outline how the team will plan and execute the works as per the provisions of the service level agreement. The main thrust of the enterprise development programme is incubation.

Critical to the development of SMMEs is the ability to supply them with financial and non-financial support. One of the key challenges of the construction enterprises, CIDB grades 1-3, is the credit ability to purchase their own material as it constitutes almost 65 -70 percent of the contract amount. So NHFC wishes to bridge this gap. To further enable the process of local enterprise development NHFC intends to identify existing but subdued entrepreneurs in the 4 regions of the City of Cape Town to develop them into fully-fledged local material suppliers with sustainability. Primarily the local material suppliers will supply the maintenance and repairs contract and be encouraged to supply local communities on their daily building requirements and in future local projects. Over 3 years these suppliers must grow and stand on their own to provide job opportunities local to the project. Through a transparent social engagement and supply chain process NHFC and the City will pre-qualify 4 entrepreneurs who are economically subdued suppliers to be developed as suppliers to the programme.

3. SCOPE OF WORK

NHFC is seeking the services of an experienced and competent team of an established material supplier mentor, to undertake all activities to:

- Creatively and innovatively plan the development of a comprehensive mentorship plan for local material suppliers
- Coordinate all activities to mentor, support and develop the selected local material suppliers to grow
- Supply the local material suppliers with material at wholesale prices for 36 months for them in turn to supply the project.
- Manage the exit strategy after 1 year and monitor for balance of 2 years.

Duration of the contract

The contract is for a period of 36 months from the date of signing

4. EVALUATION CRITERIA

Criterion 1 – Compulsory Requirements

Bidders will first be evaluated in terms of the gatekeeper/minimum requirements on page 5 of this document. Bidders who do not fulfil all the requirements or do not submit the required documents will not proceed to the next phase of functionality. Those who fulfil all the requirements or have submitted the required documents will be further evaluated on functionality.

Criterion 2 – Functionality

Functionality is worth 100 points. The minimum threshold is 70 points. Bidders who score less than 70 points on functionality will therefore be disqualified. Those who score more than 70 points will be further evaluated in terms of price and preference points (i.e. on the B-BBEE status level of contributor). The functionality evaluation is broken down as follows:

Past Relevant Experience (Returnable form 1) Bidders must have specific experience and submit at least three recent references in respect of related services undertaken	Total – 30 points
<p>The lead mentor must demonstrate 3 complete local material supplier and supply contracts to housing projects in the South Africa with signed reference letters with each earning 10 points per project to a maximum of 30 points.</p> <p>To obtain the 30 points, a project must be fully completed and signed reference letter in the referee’s letter head must be submitted. Contacts should be both traceable and contactable.</p>	
Supplier Mentor Bidder must supply a detailed CV of the person deployed to conduct mentoring to the local suppliers with sales qualifications and retail experience in the Materials supply industry,	10 points
<p>Sales qualification in Material Supply with more than 10 years’ experience with 10 points Sales qualification in Material Supply with more than 5 years’ experience but less than 10 years– 5 points No sales qualification in material supply – 0 points</p>	
Methodology and Project Approach	Total – 30 points
<p>Mentorship and supply plan, the bidder must submit a clear and concise method statement of how the work will be planned and executed to show clear deliverables, schedule, creativity and innovation, growth plan and exit strategy, reviews etc.</p> <ol style="list-style-type: none"> 1. A clear and concise methodology - 30 points 2. A good methodology - 15 points 3. A poor methodology - 5 points 	
Ability to Supply Local Material Suppliers. Bidders must provide bank rating, 3 years audited financial statements and wholesale capacity to supply the programme	Total – 20 points
A lead mentor must demonstrate a financial ability to supply a programme turning over R 7m per month without fail and wholesale contracts or facility;	20 points
A lead mentor must demonstrate a financial ability to supply a programme turning over R 4m per month without fail and wholesale contracts or facility;	10 points
A lead mentor must demonstrate a financial ability to supply a programme turning over R 3m per month without fail and wholesale contracts or facility;	0 points
Locality	Total – 10 points
<p>A lead firm and its partners have a local traceable active office within the City of Cape Town:</p> <ol style="list-style-type: none"> 1. Bidder has a wholesale facility within the City of Cape Town = 10 points 2. Bidder has a wholesale facility within the Western Cape = 5 points 3. Bidder does not have a wholesale facility within Western Cape = 0 points 	

Criterion 3 – Price and Preference Evaluation

Bidders who score a minimum of 70 points will be further evaluated in terms of Price and Preference points (B-BBEE status level of contributor). As per the table below, price is evaluated over 80 points and preference points over 10:

Price Assessment	90 Points
TOTAL	90
Preferential Elements	10 Points
B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Note: The first and second highest scoring bidders will be appointed for a period of two years and work will be rotated between the two bidders.

PART 2: RETURNABLE DOCUMENTS

SBD 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means –

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

- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

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

2.7.2 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

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

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

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

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

4 DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

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

5. BID DECLARATION

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

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

B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

6. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

6.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:

EME

QSE

√

√

Black people

Black people who are youth

Black people who are women

Black people with disabilities

Black people living in rural or underdeveloped areas or townships

Cooperative owned by black people

Black people who are military veterans

OR

Any EME

Any QSE

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

7.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

7.7 Total number of years the company/firm has been in business:.....

7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in

paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

This Standard Bidding Document (SBD) must form part of all bids¹ invited.

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
.....

Signature

Date

.....
.....

Position

Name of Bidder

RESOLUTION TO SIGN

Signatory for companies shall confirm their authority thereto by either signing the below or attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

An example is given below:

By resolution of the board of directors passed at a meeting held on

Mr/Mrs , whose signature appears below, has been duly authorised

to sign all documents in connection with the Bid for Contract No. and any Contract that may arise there from on behalf of (name of Bidder in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNATURE OF SIGNATORY:.....

- WITNESSES:**
- 1.
 - 2.

CURRENT AND PAST EXPERIENCE FOR NHFC AND OTHER INSTITUTIONS

Bidders must furnish hereunder details of *similar* works/service, which they are currently undertaking or have undertaken. Bidders to provide contactable references for all projects listed below.

EMPLOYER /INSTITUTION NAME	NATURE OF WORK/ PROJECT NAME	AWARDED AMOUNT	COMMENCEMENT DATE	COMPLETION DATE	EMPLOYER CONTACT NO. AND CONTACT PERSON

.....
DATE

.....
SIGNATURE OF BIDDER

PART 3: PRICING

Pricing Assumptions

Material List

City of Cape Town Rental Stock Maintenance and Repairs Programme

Assumptions:

- Tenderers to note that quantities are only an indication of approximate expected quantities and are subject to remeasurement .
- Prices are to be fixed with provision for escalation based on the programme to be reviewed by NHFC on an annual basis and should it be applicable, will take effect on the 13th month of the contract.
- Prices to include VAT
- Rates for additional items required to fulfil the contract will be negotiated at market related rates.

		TOTAL
SECTION 1 - PRELIMARIES AND GENERAL		
	Mentorship/Training Support	R -
	Systems set up	R -
	Monthly reporting	R -
		R -
SECTION 2 - MATERIALS		R -
		R -
TOTAL		R -

City of Cape Town Rental Stock Maintenance and Repairs Programme

Section 2

Description		Units of Purchase	Projected Qty	Supplier Rate	Recommended Retail Rate
1.0	AGGREGATES				
1.1	CONCRETE STONE				
	19mm Stone	m ³	63525		
	Gabion Stone 120mm - 150mm	m ³	63525		
1.2	AGGREGATES FINE				
	G2 Crusher Run	m ³	63525		
	Filler Sand	ton	60.5		
	River Sand	m ³	38115		
	Plaster Sand	m ³	38115		
	Course River Sand	m ³	38115		
2.0	CONCRETE MATERIAL				
2.1	CEMENT				
	Buildcrete	/50kg	7664		
	Durabuild Cement - All purpose 32.5N Per Bag	no	6905		
	Powercrete Cement - 42.5N	/50kg	7664		
	Rhinolite	/40kg	7664		
2.2	GROUTS, EPOXIES, COATINGS				
	Tile Grout	/50kg	1400		
	Polyurethane Floor Paint	/5kg	700		
	ABE Flint coat	/5L	700		
2.3	CURING COMPOUNDS				
	Polycure	/5L	3176		
	Polustripper	/5L	3176		
	Samson WE white pigmented curing compound	/5L	3176		

2.4	READYMIX PRODUCTS		
	10MPa, RMC	m ³	30250
	15MPa, RMC	m ³	30250
	20MPa, RMC	m ³	30250
	25MPa, RMC	m ³	30250
	30MPa, RMC	m ³	30250
	35MPa, RMC	m ³	30250
	40MPa, RMC	m ³	30250
2.5	FORMWORK MATERIALS		
	Shutterply Pine 2440 x 1220 x 18.0mm C+/C Untreated	no	3500
	Shutterply Pine 2440 x 1220 x 21.0mm C+/C Untreated	no	3500
2.6	REINFORCING MATERIAL		
	Binding Wire Black 50kg 1,6mm	roll	800
	Spacer Blocks 20mm	/bag	2400
	Spacer Blocks 25mm	/bag	2400
	DOWELS		
	20mm MS Dowel 500mm long	m ²	4235
	20mm HT Dowel 500mm long	m ²	4235
	MESH		
	Mesh Ref 100	m ²	3176.25
	Mesh Ref 193	m ²	3176.25
	Mesh Ref 245	m ²	3176.25
	MILD STEEL		
	8mm Mild Steel	t	25410
	10mm Mild Steel	t	25410
	12mm Mild Steel	t	25410
	16mm Mild Steel	t	25410

3.0**MASONRY**

Facebricks	thou	30,000
NFP Stockbricks 7Mpa	thou	30,000
Blocks 390x190x190mm	ea	30,000
Coromaxi 229*114*90mm	/1000	30,000
Window sill 900mm	no	100
Window sill 600mm	no	100
Window sill 1200mm	no	100
Air Bricks		
229mm*76mm Clay AirBrick	no	3000
229mm*152mm Clay Airbric	no	3000
225mm*150mm Cem Airbrick	no	3000
225mm*150mm Plastic Vent	no	3000
233mm*185mm Gypsum Vent	no	3000
Concrete Lintels		
110mm*75mm Conc Lintel	m	7034.5
140mm*75mm Conc Lintel	m	7034.5
Brickwork Ties		
75mm Brickforce 2,8mm wire	m	4918
150m Brickforce 2,8mm wire	m	5000
230mm Brickforce 2,8mm wire	m	5172
M 5F525 Wire Ties PWD 225x2.5	ea	3222
M 5F555 32mmx1.6mm Gal Hoop Iron (2.2m/kg)	m	25500
M 5F560 Shot fire to concrete (Shot & Nail)	ea	25500
M 5F570 30mmx1.6mm Gal Hoop Iron	m	15938
M 5F580 4mm dia GMS wire (10m/kg)	m	15938
Bracing strap	m	25500

4.0**WATERPROOFING & JOINTING MATERIALS**

5.0

* Construction Joint Materials *

10mm Bit. Imp. Softboard	no	1000
13mm Bit. Imp. Softboard	m ²	1000
Jointex 20mm	m ²	1000

* Green Sheeting *

Green Sheeting 250 micron x30mx3or4m	/30m	150
Joining tape Black 33m x 48mm	/30m	50

* Orange Sheeting *

SABS Orange 500 micron Type A	/30m	150
-------------------------------	------	-----

* Damp Course *

SABS DPC 375 micron 952-1982 Type B	/40m	150
Denso manhole joint sealer	/10m	42
Sika flex sealant	/300ml	1500

Bitumen emulsion	/5L	
Silicone Luger Clear 260ml	no	1198
Silicone Luger White 260ml	no	1198

ROOFING, SHEETING, CLADDING MATERIALS

* Timber Bearers *

SAP 38x38 V4	m	1000
SAP Sub- Frame	m	1000
SAP 114x38 V4	m	1000
SAP 152x38 V4	m	1000
SAP 76x76 V4	m	1000
SAP 152x76 V4	m	1000
SAP 228x76 V4	m	1000
15x15mm corner fillet	m	47920
20x20mm corner fillet	m	47920
20x20mm P.A.R.	m	47920
25x25mm corner fillet	m	47920

	45x19mm 2x splayed	m	47920
	Gumpoles 100 - 150mm	No	120
	Chromadek Roof Sheeting Including Poly-closures	sqm	1200
	S/S Rainwater downpipe	m	640
	Steel Gutters	m	36750
6.0	CARPENTRY & JOINERY		
	19mm wrot meranti quad	m	969
	150x22mm Supawood Skirt	m	969
	230x22mm Supawood Cill	m	969
	Single exterior heavy duty door	no	788
	Hollow Core Door	no	3154
	Solid wood door	no	3154
	Fire Door	no	788
	TIMBER, BOARDS		
	Single Door Frame	no	483.3
	Double Door Frame	no	53.7
	Weather bars 800x45x32mm	no	483.3
	* Shutterboards *		
	19mm Shutterply Untreated (1220 x 2440mm)	no	600
	Parquet Flooring	m ²	370
7.0	CEILING AND PARTITION MATERIALS		
	Rhinoboard 6.4mm 3x1.2m	m ²	35940
	100mm Aerolite insulation 1.2x8m	m ²	35940
	Alucushion foil/foil 1.25x40m	m ²	35940
	225x12.7mm Fibre fascia (3.6m)	m	220
	Wire nails 75mm 1kg	no	132
	Dry wall Screws 1kg	no	132
	Isotherm 75mm 1.2x8m	no	35940
	75mm Gypsum Cove Cornice	m	10782

	Galvanised ceiling angle 38 x 25 x 3.6m	no	10782
	Cornice glue - 280ml	no	5391
8.0	IRONMONGERY		
	3mm x 40mm Brass strip	no	1500
	Cylinder lockset	no	212.7
	2 Lever lockset	no	212.7
	3 Lever lockset	no	283.6
	4 Lever lockset	no	566
	Rubber door stop	no	3942
	Half moon doorstop aluminium	no	3942
	Steel butt hinge 100x75x2.7mm	no	7884
	Curtain rails (3m)	m	18
	Bathroom cabinet	no	415
	Coral bib tap short body 15mm	no	1105.5
	Coral basin pillar tap 15mm	no	1105.5
	Euro Brass Window Casement Handle	no	1145
	Pegstay and Screw	no	720
	Hardware Sliding Stay	no	10
	Whiteboard Slimline Magnetic	no	5
	Carpet Bulletin Board	no	10
9.0	METALWORK		
	* Manhole Gratings *		
	450x450mm LD Grating	no	7
	600x450mm HD Grating	no	7
	Mentis Rectagrid Grid inlet cover	no	14
	* Manhole Cover & Frame *		
	610x610mm MD Type 8B Manhole cover	no	14
	* Manhole Stepirons *		
	Step Irons	no	14

	* Window Cills *		
	150*150*16mm Quarry tile	no	42
10.0	WINDOW AND DOOR MATERIALS		
	* Windows *		
	GS-69W - 600x900mm window	no	2156.7
	GS-113W - 1000x1300mm window	no	1437.8
	GS-99W - 900x900mm window	no	2156.7
	GS-1811W - 800x1100mm window	no	1437.8
11.0	PLASTER MATERIAL		
	TAL Superscreed 2mm	m ²	1273
	3:1 Grano mix	m ³	382
	3:1 Screed mix	m ³	382
	4:1 Screed mix	m ³	382
	4:1 Plaster mix	m ³	382
	5:1 Plaster mix	m ³	382
	6:1 Plaster mix	m ³	382
12.0	TILING RATE MAKE UPS		
	Tile adhesive (Goldstar)	/20kg	1820
	Tiling Material		
	Ceramic Floor tiles	m ²	10920
	White Glazed Wall Tiles	m ²	3640
	Ceramic Wall Tiles	m ²	3640
	Toilet roll holder	no	1000
	Jointing compound (4.50/kg)	m ²	273
	W/proof tinted jointing	m ²	273
	Epoxy jointing	m ²	273
	Internal skirting tile	no	182

13.0	External skirting tile	no	182
	End tile	no	182
	TAL Keycoat	Ltr	200
	Vinyl Floor Tiles	m ²	625
	PLUMBING AND SANITARYWARE PIPES AND PIPE FITTINGS		
	20 HDPE	m	9977
	25 HDPE	m	9977
	50 HDPE	m	9977
	80 HDPE	m	9977
	100 HDPE	m	9977
	150 HDPE	m	9977
	250 HDPE	m	9977
	300 HDPE	m	5587.2
	450 HDPE	m	1396.8
	500 HDPE	m	1396.8
	50mm PVC Sleeve	m	23652
	50mm UPVC Pipe	m	23652
	160mm UPVC Pipe	m	23652
	250mm UPVC Pipe	m	23652
	U/G junction 110x45 ribbed SABS	no	12648
	U/G bend 110x45 ribbed SABS	no	12648
	U/G socket 110mm single	no	4216
	U/G rodding eye 110x45 SABS	no	4216
U/G gulley P-trap 110mm	no	12648	
U/G gulley head&grid 110mm	no	12648	
S/V junction 110x90 ie	no	12648	
S/V stop end 110mm ie	no	4216	
Wirquin connector pan with fins	no	4216	
S/V strap on boss connect 110x50mm	no	20236.8	
S/V holderbat 110mm aluminium	no	20236.8	

Pipe U/G sans 110m pl 100kPa	no	13491.2
Pipe S/V 110mmx1.0mtr SABS	no	20236.8
S/V bend 50x90 ie	no	12648
S/V bend 50x90 pl	no	12648
S/V bend 50x45 pl	no	12648
S/V holderbat 50mm aluminium	no	14952
S/V air vent cowl 50mm	no	755
Flexi bath trap combo black	no	755
Flexi mini p-trap basin 30x20 black	no	323
Polyfit elbow 15mm white	no	1078
Triumph elbow 15mm x 1/2" cxfi SABS	no	1078
Polyfit tee equal 15mm white	no	1802
Polyfit wallplate elbow 15mm x 1/2" white	no	2211
Masterbat mlp pipe 15mm white	no	1078
Braided connector 150mm fxf 15mm	no	1479
Ball o stop 15mm cxc l/handle 616/1/34l	no	2534
Polyfit adaptor male 15mm white	no	4216
Polyfit pipe 15mmx6.0mtr length white	no	4216
Polyfit stiffener pipe p/plumb 15mm	no	84320
Waste bath/sink 40mm pvc unslotted white	no	755
Waste basin 32mm pvc slotted white	no	323
PFTE tape 10mmx10mtr	no	724
PVC lube 200ml	no	724
PVC weld 100ml	no	1448
Assembly studs m6x180mm each	no	3620
Pipe S/V 50mm e SABS	no	31536
Concrete gully	no	3942
Plastic comp male adaptor 20 x 1/2"	no	907
Plastic comp coupling 20x20mm	no	907
Plastic comp tee 20 x 20 x 20	no	907
Valve	no	272
* Drainex Pipes Perforated *		
110mm Drainex	m	7976

	Sanitary Ware		
	WC	no	724
	Cistern PVC top flush dual	no	217.2
	Neon lite toilet seat	no	579.2
	Sink Cabinet melamine white 915mm	no	186
	Stainless steel sink 915x460mm	no	1359
	Tamarin bath with handles 1700x700mm	no	755
	Solo basin tunga 2 tap holes	no	323
	Kwikot Geysers 150l	no	2621
14.0	ELECTRICAL WORK		
	V-Range switch + cover 100x50 1lev 1way PVC white		501
	V-Range switch + cover 100x50 2lev 1way PVC white		501
	V-Range SSO COMB +COV 100x100 16A+SLIM PVC white		501
	Conduit 20mm SABS PVC		4509
	Adaptor male 20mm PVC WHI		1364.5
	Anchor E/drive NYL ED655		1000
	Adaptor male 32mm PVC WHI		1364.5
	Fibreglass gallery 160mm + porcelain B22 lamp holder		1000
	Bowl 160mm S/N glass opal		1002
	Saddle strap 32mm PVC WHI		400.8
	Flat twin 1.5mm ² x2+E WHI Cu PVC 300/500V drum		500
	Flat twin 2.5mm ² x2+E WHI Cu PVC 300/500V drum		500
	Cable clip flat 8.5mm WHI-/100		480
	Galley Fibreglass 200mm/8inch + Porcelain B22 Lamp holder		480
	Bowl 200mm S/N Glass opal		462
	AIRDAC 10.00mm ² x1 SNE +Solid comm Cu XLPE 600/1000V		350.7
	12 Way metal flush DB		618
	Lesco MCB 63A 2P 3KA63-63A/2P DIN 40mm 240V		1002
	Lesco Earth leakage 63A SP+N 30MA no O/L MRCD-63RCD-63A/2P		1002

	Lesco MCB 20A 1P 3KA MCB 3KA-63-20A/1P DIN 20mm 240V		1002	
	Lesco MCB 10A 1P3KA MCB 3KA-63-10A/1P DIN 20mm 240V		1002	
	40W LED Flood Lights	no	234	
	Distribution Board (Size to be confirmed)	no	412	
15.0	PAINT MATERIALS			
	Emulsion Paint	Per Ltr	8000	
	Gloss Paint	Per Ltr	8000	
	Acrylic PVA (5L)	Per Ltr	8000	
	Whitewash Primer	Per Ltr	8000	
	Plaster primer	Per Ltr	609840	
	Wood varnish	Per Ltr	4730	
	Gloss Primer	Per Ltr	8000	
	Carbolineum (truss paint)	Per Ltr	8000	
	Universal undercoat (5L)	Per Ltr	8000	
16.0	PRECAST CONCRETE			
	* Paving *			
	50mm Pavers	m ²	160	
	60mm Grey Double Zig-Zag	m ²	160	
	80mm Grey Double Zig-Zag	m ²	480	

PRICING SCHEDULE NO. 1					
NORMAL SERVICES					
Item No.	Activity Description	Unit	Qty	Rate	Amount R c
1.	Enterprise Mentorship	PER UNIT	xxx		
TOTAL OF PRICING SCHEDULE NO. 1 CARRIED FORWARD TO SUMMARY					

SUMMARY OF ACTIVITY SCHEDULE

A: TOTAL OF PRICING SCHEDULE NO. 1 R

B: TOTAL OF PRICING SCHEDULE NO. 2 R

D: SUB-TOTAL (SCHEDULES 1 + 2) R

E: VALUE ADDED TAX
 ADD: VAT at the rate of 14% of D above R

F: TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE (D+E) R

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for BID No.: **PROVISION OF LOCAL MATERIAL SUPPLIER MENTORSHIP SERVICES FOR THE CITY OF CAPE TOWN’S MAINTENANCE AND REPAIRS FOR PUBLIC HOUSING RENTAL STOCK ACROSS 4 REGIONS OF THE CITY** has been based.

SIGNED ON BEHALF OF THE TENDERER:

PART 4: THE CONTRACT

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

I hereby undertake to render services described in the attached bidding documents to NHFC in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, viz

Invitation to bid;

Tax clearance certificate;

Pricing schedule(s);

Filled in task directive/proposal;

Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;

Declaration of interest;

Declaration of bidder's past SCM practices;

Certificate of Independent Bid Determination;

Special Conditions of Contract;

General Conditions of Contract; and

Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:.....	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I..... in my capacity as.....

accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

....

GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Dumping and countervailing duties
25.	Force Majeure
26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	National Industrial Participation Programme (NIPP)
34.	Prohibition of restrictive practices

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 anything 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 contract 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 wilful 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
- 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.
- 34. Prohibition of Restrictive Practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.