

# NATIONAL HOUSING FINANCE CORPORATION SOC LTD (NHFC)

BID NUMBER: SE01/03/2022

BID DESCRIPTION: REQUEST FOR PROPOSALS FOR PROVISION OF OFFICE SPACE  
FOR A PERIOD OF 5 YEARS



Issued by:
NHFC
1 <sup>ST</sup> Floor Old Trafford 3 Isle of Houghton 11 Boundary Road Houghton

Full Name of Bidding/Tendering Entity: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Tel Number: \_\_\_\_\_

Advert Date: 03 March 2022

Non-compulsory Briefing Session 15 March 2022 at 11:00

Closing Date and Time: 31 March 2022 at 11:00

Bid enquiries: [Tenders01@nhfc.co.za](mailto:Tenders01@nhfc.co.za)

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	TCS PIN certificate	
Annexure 2	Copies of Company Registration Documents	
Annexure 3	Valid Copy of the B-BBEE Certificate/ Sworn Affidavit	
Annexure 4	Central Supplier Database Report Copy	
Annexure 5	SBD 1 : Invitation to Bid	
Annexure 6	Pricing Schedule	
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	<p>Documentation proving ownership of the immovable property that is offered:</p> <ul style="list-style-type: none"> <li>If bidder is the building owner, proof of ownership must be provided.</li> </ul> <p>Documentation to prove the legal right to act on behalf of the owner of the property:</p> <p>If bidder is an agent, a formal Power of Attorney signed by the owner of the property and:</p> <ul style="list-style-type: none"> <li>Agreement with the Landlord to market the premises (supported by proof of ownership by the Landlord);</li> <li>Proof that the broker/agent are accredited by the relevant body/association (such as with the Estates Agency Affairs Board)</li> </ul>	
Annexure 13	Resolution to Sign	
Annexure 14	Signed and Initialized General Conditions of Contract (GCC)	
Annexure 16	One (1) original hard copy and a soft copy (/USB) must be submitted in a sealed envelope, appropriately addressed.	
Annexure 17	Municipal Rates clearance certificate	

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## 1. Overview of the Bidding Process

The bidding process shall comprise of 3 main phases:

- Pre-qualification or mandatory information which involves completing and submitting certain documents/information which will be considered when evaluating the proposal.
- Functionality qualification phase – Bidders are required to score a minimum of 70% to qualify for the last evaluation phase.
- Evaluation based on the Pricing and BEE score - Bidder will be subjected to Preferential Procurement Framework Act and its Regulations.

## 2. Tender Conditions

- 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.
- NHFC reserves the right to reject submitted proposal if deemed necessary. Should it be discovered by the NHFC that the bidder did not act in good faith and/or has declared incorrectly/falsely, NHFC reserves the right to disqualify or reject the bid.
- The NHFC reserves the right to disqualify a bid proposal if the bidders' proposal is not compliant with the scope of work/terms of reference,
- The bidder is subjected to due-diligence process which includes, screening, vetting, and/or any best practice that may subject NHFC to comply with legislation and its Policies and Procedures.
- The NHFC reserves the right to disqualify a bid if the bidder fails to provide reasonable request (s) within reasonable timelines this includes the set deadline per request,
- Bid rigging/collusive behaviour by the bidder will result in disqualification. A bidder is not permitted to submit proposal from more than one registered company with a common director/shareholder.
- This bid is subject to the general Conditions Contract as stipulated in this invitation.
- The NHFC deems the Bidder has read and accepted these Conditions of Contract.
- Bidders must submit the bid in a hard copy format. The soft copy of these original sets of bid documents serves as the legal bid contract document and the master record between the bidder and the NHFC.
- Any discrepancy between the evaluation copies and the master (original Hard copy) record, the master record will supersede the soft copy. Any discrepancy between the original sets deposited to the NHFC and that kept by the bidder, the original set deposited with the NHFC is the master contract for both parties.
- The NHFC undertakes to pay out within 30 days from issuance of substantiated invoices issued in terms of this appointment (Payment schedule as defined in the service level agreement). No payment will be made on outstanding information not submitted by the service provider.

# SBD 1 INVITATION TO BID – PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NHFC SOC LTD.					
BID NUMBER:	SE01/03/2022	CLOSING DATE:	31 March 2022	CLOSING TIME:	11:00
DESCRIPTION	RFP FOR PROVISION OF OFFICE SPACE FOR A PERIOD OF 5 YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1st Floor, Old Trafford 3, Isle of Houghton, 11 Boundary Road, Houghton					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Pabalelo Shirindza		CONTACT PERSON		
TELEPHONE NUMBER	011 644 9800		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Tenders01@nhfc.co.za">Tenders01@nhfc.co.za</a>		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES <input type="checkbox"/> NO <input type="checkbox"/>					<input type="checkbox"/>
DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>					<input type="checkbox"/>

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.

## 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:.....

## TENDER CONDITIONS

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### 3. 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.

### 4. COMPULSORY REQUIREMENTS

- (a) TCS PIN certificate
- (b) Valid copy of the B-BBEE Certificate/ Sworn Affidavit.
- (c) Proof of Company Registration.
- (d) Copy of Central Supplier Database Report.
- (e) Submission of the following Signed and Completed Standard Bid Documents (SBD) Forms
  - 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
- (f) If bidder is the building owner, proof of ownership must be provided
  - If the bidder is a broker or agent, the bidder must provide:
    - Agreement with the Landlord to market the premises (supported by proof of ownership by the Landlord)
    - Proof that the broker/agent are accredited by the relevant body/association (such as with the Estates Agency Affairs Board)
- (g) Signed and initial General Conditions of Contract (GCC)
- (h) Municipal rates clearance certificate

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

## **5. BID DOCUMENT**

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

## **6. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period of 120 days from the closing date as stipulated in the Bid document.

## **7. 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.

## **8. 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.

## **9. SUBMITTING OF BIDS**

Bids must be submitted in sealed envelopes clearly marked "PROVISION OF OFFICE SPACE FOR A PERIOD OF 5 YEARS" The Bid must be deposited in the bid box at the below address:

National Housing Finance Corporation  
1<sup>ST</sup> Floor  
Old Trafford 3  
Isle of Houghton  
11 Boundary Road  
Houghton  
Johannesburg

## **10. CLOSING DATE AND TIME**

Bid should reach the above address for submission by no later than 31 MARCH 2022 at 11h00. No late bids will be accepted or considered.



## 11. BID ENQUIRIES

Please refer all enquiries to the below mentioned persons for assistance during normal office hours viz. 08:30 – 16:30 Mondays to Fridays.

Bidding Procedure Enquires

Name: Pabalelo Shirindza

Email address: [Tenders01@nhfc.co.za](mailto:Tenders01@nhfc.co.za)

## 12. 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.

## 13. 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**

The NHFC, is a Schedule 3A Development Finance Institution (DFI) of the National Department of Human Settlements, was established in 1996 with the principal mandate of broadening and deepening access to finance for the low to middle income South African households.

The target market of the NHFC is the low-to-middle income housing market which typically includes households who earn between R800 and R22 000 per month. The NHFC mandate requires the company to make housing and housing finance accessible and affordable to facilitate this objective.

This is done through:

- providing wholesale funding to housing development projects for ownership, social housing, and private rental, including inner cities, and for incremental housing purposes;
- partnering with banks and other non-banking retail financial intermediaries to increase their sustained lending and innovation in the target market served; and
- Leveraging private sector funding for the sustainable development of human settlements.

More specifically, NHFC's strategic priorities are to:

- Expand housing finance activities, through the effective provision of housing finance solutions, enabling low-to-middle income households to have the choice of renting, owning, or incrementally building to meet their housing needs;
- Facilitate increased and sustained lending by financial institutions to the affordable housing market;
- Mobilise funding into the human settlements space on a sustainable basis, in partnership with a broad range of institutions;
- Conduct the business activities of the NHFC in an ethical manner that ensures the continued economic sustainability of the NHFC, while promoting sustainable social and environmental development; and
- Stimulate the low-to-middle income housing sector by providing robust, relevant, and timely research and market analysis to practitioners and housing customers.

## **2. ESTABLISHMENT OF HUMAN SETTLEMENTS DEVELOPMENT BANK**

NHFC support the National Department of Human Settlements (NDOHS) in its objective to delivery adequate human settlements throughout South Africa. In October 2018, Rural Housing Loan Fund SOC NPC (RHLF) and the National Urban Reconstruction and Housing Agency SOC NPC (NURCHA) officially merged with NHFC as the first step towards establishing a Human Settlements Development Bank (HSDB).

The drive to scale housing finance provision, to greater leverage private sector contribution and thus significantly grow the human settlement development impact.

The Ministry of Human Settlements has committed itself to the establishment of a Human Settlements Development Bank (HSDB) in support of scaling up delivery in the entire human settlements' delivery value chain. In the process of the HSDB establishment, the HDSB Policy and HSDB Business Case have been completed; and the HSDB Bill is at the draft stage. The Business Case and the HSDB Bill will first be considered for approval by Cabinet, after which the HSDB Bill will be presented to Parliament for further consideration and consultation process. Only after Parliament passes the HSDB Bill, will the Present sign it into an Act enabling the establishment of the HSDB. The timeframe for full establishment of HSDB is yet to be determined.

The office space required as per this bid takes into account the requirements of staff growth as a result of NHFC assuming the HSDB role.

## **3. PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The purpose of this Request for Proposal ("RFP") is to solicit proposals from potential bidders for the Provision for office space for NHFC for renting / occupation in Parktown, Wierda Valley or Midrand areas, in the City of Johannesburg. The space needed is 1 350 square metres including office storage rooms but excluding the parking bays. This is not an offer to do business with NHFC but merely serves as an invitation to bidders to facilitate a requirements-based decision process.

## **4. SCOPE OF WORK**

The NHFC is looking for a service provider to provide:

- Office space with secured parking facilities in a secure environment in either Parktown, Wierda Valley or Midrand areas.

The lease period will be from 1 October 2022 to 30 September 2027. Bidders should quote for five (5) years inclusive of VAT.

NHFC is committed to environmentally responsible practices as espoused in its Board approved Environmental Policy. Therefore, it is required that bidders ensure that the proposal covers environmental sustainability aspects such as use of renewable power, lighting, water harvesting and where appropriate carbon power generators. In addition, accessibility needs for people with mobility or visibility constraints must be catered for.

## 5. EMPLOYEE NUMBERS

NHFC currently employs 140 people, with a prospect of accommodating 20 more in future. However, as the NHFC intends adopting a hybrid working structure, it will require office space which will accommodate approximately 80 staff/employees at any point in time.

## 6. DETAILED SPECIFICATIONS

### Building regulations and Compliance

The leased premises shall comply with the latest council by-laws and National Building Regulations. Any programme to prepare the premises to be legally compliant must be submitted as part of the required returnable documentation.

REQUIREMENTS	NUMBER/SIZE
Total space needed (rentable/usable area), excluding parking	1350m <sup>2</sup>
Office/open plan space	Open plan
Employees	80 people at a point in time should be able to be accommodated.  Executives =7  General Manager = 5  Staff = 40  Other (temps, etc) = 26
Secured Parking: Basement, covered, including disabled parking & visitors	60 undercover bays  20 shade net parking  The parking bays should not be less than 5 000 mm in length and 2 500 mm in width.
Kitchen (cold and hot water)	large kitchen or 2 small kitchens
General Boardrooms	5 Small Meeting rooms for 4 to 6 people

	2 big board rooms for 20 and 30 people										
Document Storage/Archive facility, with counter for receiving and dispatching; incorporating copy/scanning machine room/area, bulk shredding room/area	2 storage rooms (4 *5 square meters per storeroom)										
General storerooms	4 storerooms (4*5 square meters per storeroom)										
Reception/ reception waiting area	1 main reception area with a small floor reception area on each floor if the building has multiple floors										
Security Control Centre	1 control room										
IT Server room	1 server room										
Toilet/bathrooms Separate for men and women - Cold and Hot water)	<p>For a population/staff up to 80</p> <p><b>MALES</b></p> <table border="1"> <tr> <td>WC pans</td> <td>Urinals</td> <td>Washbasins</td> </tr> <tr> <td>4</td> <td>4</td> <td>4</td> </tr> </table> <p><b>FEMALES</b></p> <table border="1"> <tr> <td>WC pans</td> <td>Washbasins</td> </tr> <tr> <td>8</td> <td>4</td> </tr> </table> <p>In excess of 80 staff,</p> <p>The property must provide at least one toilet (unisex) with the appropriate facilities for disabled persons.</p>	WC pans	Urinals	Washbasins	4	4	4	WC pans	Washbasins	8	4
WC pans	Urinals	Washbasins									
4	4	4									
WC pans	Washbasins										
8	4										
Backup clean water tank	<p>To supply kitchens &amp; toilets in case of water disruptions.</p> <p>The water tank must have a minimum capacity of 2000 litres</p>										
Generator backup	Adequate generator backup in case of load-shedding or power failure or available space to locate NHFC's existing generator. The property owner shall be responsible for the wiring and reticulation costs of the generator.										
Location	<ul style="list-style-type: none"> <li>• Parktown, Johannesburg</li> <li>• Midrand, Johannesburg</li> <li>• Wierda Valley (Sandton)</li> </ul>										
Access to Public Transport	The building needs to be within easy access to public transport (Taxi ranks/stops, Gautrain station and bus stops)										
Signage	Specific interior and exterior signage rights available to NHFC, including building, lobby and suite signage, etc.										

Hours of Service	NHFC shall have access to the space at all times.
Operating expenses	<ul style="list-style-type: none"> <li>• The property, buildings, premises and the office (both its exterior and its interior) offered to the NHFC shall be fully serviced and maintained by the bidder, at the bidder' sole expense, against the NHFC paying an all-inclusive cost-to-company gross rental. Without limiting the generality of the aforementioned, the NHFC requires the bidder to supply, fit, commission, replace, repair, maintain and regularly service the following, at the bidder's sole expense:</li> <li>• remote control for each of the underground parking bays;</li> <li>• Fire detection (e.g. smoke detectors and alarms etc.) and firefighting equipment, including fire extinguishers, and the regular servicing thereof and the fitment of fire-push bar emergency unlocking mechanisms to emergency exit doors etc.;</li> <li>• The maintenance of any escalators or lifts and the regular servicing thereof;</li> <li>• Air-conditioning (central where feasible or individual units) to all office, storage spaces, patch rooms and the regular servicing thereof;</li> <li>• General upkeep, maintenance and regular servicing of the structure of the office both external and internal (including fences, gates, walkways, driveways, parking bays and areas, covers to covered parking bays, roof, walls, floors, basements, waterworks including basins, taps, pipes and drains, boilers, geysers, ablution facilities, toilets, urinals, sewerage system and pipes, refuse bins, refuse compacting and refuse removal, electrical infrastructure including electrical fittings, switches, lights, plugs and wiring, interior infrastructure including doors, partitioning walls, ceilings, floor covering (e.g. tiles and carpets) including for normal wear and tear, shop fronts, windows, window blinds, paint on external and internal walls, roaming remote control reception devices used to open automated gates.</li> <li>• General and weekly upkeep and maintenance of any court yards, gardens, grounds, trees, plants and lawns;</li> <li>• The landlord should certify that the building is pest free on occupation date. (Pest control should have been done before occupation date)</li> </ul>

	<ul style="list-style-type: none"> <li>The bidder must offer, offer a reasonable tenant installation allowance to the NHFC.</li> </ul>
Lease Term	The contract duration is for five 5 years.
Occupational Date	1 October 2022 (Landlord to allow access to the premises from 1 August 2022 for layout and furnishing)
Building Grading	<p>The requirement of the building should be Grade A (as per SA Property Owner's Association definition)</p> <p><b>Grade A:</b></p> <p>The SA Property Owners' Association (SAPOA) defines A-grade office space as office space generally not older than 15 years, or which has had major renovation if older than 15 years, has high-quality modern finishes, air-conditioning, adequate onsite parking.</p> <p>(Documentations to prove the age of the building and/or proof of major renovation to support the Grade level, should be provided)</p>
Fire Protection and Risk Management	<p>The property, the building and the premises (including the interior of the office space) must comply with all legislative and site related issues like zoning rights (e.g. office rights), servitudes, national/provincial and local authority requirements, environmental, heritage, fire protection requirements, Occupational Health and Safety Standards (including the provisioning of the necessary signage, evacuation plans and routes etc.), electrical compliance and other related statutory requirements must be cleared. Proof of compliance or clearance must be submitted along with the bidder's proposal/bid.</p>
Municipal Rates & Services	<p>The bidder must quote the NHFC an all-inclusive cost-to-company rental for the full duration of the contract; inclusive of everything (including VAT) except water and electricity (this must be supported by separate meters that will be used to determine the monthly costs) used by the NHFC on the premises.</p> <p>Bidders must include in their quotations the Rates, Taxes, Levies, Sanitation, refuse removal and/or any other levies or charges (Excluding, water and electricity consumption in the leased premises) on the property, the building, or the premises.</p>

	Property, building and third-party liability insurance on the property, the buildings, and the premises, including SASRIA insurance.
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## 7. CONTRACT DURATION

The duration of this contract is five (5) years or sixty (60) months.

## 8. EVALUATION CRITERIA

### Criterion 1 – Compulsory Requirements

Bidders will first be evaluated in terms of the gatekeeper/minimum requirements on page 8 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 80 points. Bidders who score less than 80 points on functionality will therefore be disqualified. Bidders who score 80 points and above will be further evaluated in terms of price and preference points after the BEC has conducted a due diligence of property proposed. The functionality evaluation is broken down as follows:

Category	Functional / Technical Evaluation Criteria	Sub-category	Weighting (points)
1.	<u>Proximity to Amenities</u> Demonstrate that the office space is closer to amenities such as public transport (i.e., taxies, buses, Gautrain stations) as well as shopping centres.	1 km and less = 30	30
		1 km to 3 km = 15 points	
		Over 3 km = 0 points	
2.	<u>Security Requirements</u> 24-hour Grade C security guard registered with PSIRA (proof of certificate to be attached). The site must be under twenty-four (24) hour operational CCTV surveillance and monitored by security services. Bidder to provide a confirmation letter from the security service provider.	Attach a letter confirming that PSIRA registered security company will be appointed for the duration of the contract	15
		No attached letter = 0 points	0



Category	Functional / Technical Evaluation Criteria	Sub-category	Weighting (points)
	The site must be under twenty-four (24) hour operational CCTV surveillance and monitored by security services. Bidder to provide a confirmation letter from the security service provider.	Bidder to provide a confirmation letter, which confirms that 24 hour operational CCTV Surveillance will be provided and monitored for the duration of the contract. provider	15
		No contract/letter of intent provided from the security service provider = <b>0 points</b>	0
<b>3.</b>	<p><b><u>Building Compliance</u></b></p> <p>The following certification of compliance must be in place:</p> <ul style="list-style-type: none"> <li>• Electrical COC</li> <li>• Fire Clearance Certificate issued by a municipality or any SANS accredited institution.</li> <li>• Municipal approved building plans</li> </ul>	Attached all certificates	<b>20</b>
		1 or 2 certificate attached = <b>- 5 points</b>	<b>-5</b>
		No certificate attached = <b>- 10 points</b>	<b>-10</b>
<b>4.</b>	<p><b><u>Accessibility</u></b></p> <p>The premises and offices, including toilet facilities, offered to NHFC must be easily accessible by people living with disabilities, including those in wheelchairs.</p> <p>The bidder will be required to explain how ramps, toilets for people with disabilities and lifts (if premises offered are not on the ground floor) are incorporated into the building. Ramps from car parking to lift if necessary and toilets cubicles for people living with disabilities must be considered.</p>	The bidder is required to explain how persons with disabilities are accommodated in the premises. [Explanation to be detailed in writing as part of the proposal]	<b>20</b>
	<b>TOTAL</b>		<b>100</b>

**Site Visit**

NHFC will conduct a site visit to confirm that all requirements outlined above on the scope of work have been adhered to.

**The following certification of compliance must be in place before award:**

- Occupation Certificate
- Electrical COC
- Fire Clearance Certificate issued by a municipality or any SANS accredited institution.
- Municipal approved building plans

**Criterion 3 – Price and Preference Evaluation**

Bidders who score a minimum of 80 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 20:

<b>Price Assessment</b>	<b>80 Points</b>
TOTAL	<b>80</b>
<b>Preferential Elements</b>	<b>20 Points</b>
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

## 14. PRICING SCHEDULE

Bidder must submit total price for the services with applicable taxes.

PRICING DETAIL						
SBD 3.1						
Name of bidder: .....						
Bid number: .....						
<p><b>ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED</b></p> <p><b>IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT</b></p> <p><b>OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.</b> (NHFC will only accept rate per square meter of the usable office space beside the none usable space as per the regulation, if the bidder proposed a higher square meter floor size, NHFC is not entitled to pay for additional office space)</p> <p>The bidder must provide the total price of the accommodation and service for a five (5) year lease including the escalation rate</p>						
ALL-INCLUSIVE COST-TO-COMPANY GROSS RENTAL (VAT INCLUSIVE), WHICH COMPRISES OF THE FOLLOWING:						
A. OFFICE SPACE (1 350 square meters)						
Basic Rental for <u>Grade "A" office space</u>	Rate per m <sup>2</sup> (Excluding VAT)	Area expressed in m <sup>2</sup>	Monthly Basic Rental for the full area (Excluding VAT)	Value Added Tax (VAT)	Monthly Basic Rental for the full area (Including VAT)	Annual Basic Rental for full area (Including VAT)
First year of Lease	R		R	R	R	R
Annual rate of escalation after the first year					%	
%						
Second Year	R	R	R	R	R	R
Annual rate of escalation after the second year					%	
%						
Third year	R	R	R	R		R
Annual rate of escalation after the third year					%	

<b>Fourth year</b>	R	R	R	R	R	R	
Annual rate of escalation after the fourth year					%		
	%						
<b>Fifth Year</b>	R	R	R	R	R	R	
<b>Total Amount for Office Space</b>					R		
<b>B. STORAGE SPACE (120 square meters)</b>							
<b>Basic Rental for Storage space</b>	<b>Rate per m<sup>2</sup> (Excluding VAT)</b>	<b>Area expressed in m<sup>2</sup></b>	<b>Monthly Basic Rental for the full area (Excluding VAT)</b>	<b>Value Added Tax (VAT)</b>	<b>Monthly Basic Rental for the full area (Including VAT)</b>	<b>Annual Basic Rental for full area (Including VAT)</b>	
<b>First year</b>	R		R	R	R	R	
Annual rate of escalation after the first year					%		
	%						
<b>Second year</b>	R		R	R	R	R	
Annual rate of escalation after the second year					%		
	%						
<b>Third year</b>	R		R	R	R	R	
Annual rate of escalation after the third year					%		
	%						
<b>Fourth year</b>	R		R	R	R	R	
Annual rate of escalation after the fourth year					%		
	%						
<b>Fifth year</b>	R		R	R	R	R	

Total amount for Storage Space						R		
<b>C. PARKING BAYS</b>								
60 undercover bays								
20 shade net parking								
The parking bays should not be less than 5 000 mm in length and 2 500 mm in width.								
Parking Rental	Rate per parking bay (Excl VAT)	Number of parking bays	Monthly Basic Rental for all the parking bays (Excluding VAT)	Value Added Tax (VAT)	Monthly Basic Rental for all parking bays (Including VAT)	Annual Basic Rental for full all parking bays (Including VAT)		
<b>C1. BASEMENT PARKING</b>								
<b>First year</b>	R		R	R	R	R		
Annual rate of escalation after the first year				%				
<b>Second year</b>	R		R	R	R	R		
Annual rate of escalation after the second year				%				
<b>Third year</b>	R		R	R	R	R		
Annual rate of escalation after the third year				%				
<b>Fourth Year</b>								
Annual rate of escalation after the fourth year				%				
<b>Fifth year</b>								

<b>C. COVERED PARKING (E.G CARPORTS AND SHADE-NET COVERED PARKING BAYS)</b>						
<b>First year</b>	R		R	R	R	R
Annual rate of escalation after the first year				%		
<b>Second year</b>	R		R	R	R	R
Annual rate of escalation after the second year				%		
<b>Third year</b>	R		R	R	R	R
Annual rate of escalation after the third year				%		
<b>Fourth Year</b>	R		R	R	R	R
Annual rate of escalation after the fourth year				%		
<b>Fifth year</b>	R		R	R	R	R
<b>D. OPERATING COSTS &amp; EXPENSES</b>						
<b>All-inclusive Contribution to Operating Costs &amp; expense</b>	<b>Rate per m<sup>2</sup> (Excluding VAT)</b>	<b>Area expressed in m<sup>2</sup></b>	<b>Monthly operating costs for the full area upon which operating costs &amp; expenses are levied (Excluding VAT)</b>	<b>Value Added Tax (VAT)</b>	<b>Monthly operating costs &amp; expenses for the full area upon which operating costs &amp; expenses are levied (Including VAT)</b>	<b>Annual operating costs &amp; expenses for the full area upon which operating costs &amp; expenses are levied (Including VAT)</b>
<b>First year</b>	R		R	R	R	R
Annual rate of escalation after the first year				%		
<b>Second year</b>	R		R	R	R	R
Annual rate of escalation after the second year				%		
<b>Third year</b>	R		R	R	R	R

Annual rate of escalation after the third year				%			
<b>Fourth year</b>	R		R	R	R	R	
Annual rate of escalation after the fourth year				%			
<b>Fifth Year</b>	R		R	R	R	R	
<b>Provide a full list of all applicable items that are <u>included in</u> the All-inclusive Operating Costs &amp; expenses</b>							
<b>Description of operating costs</b>				<b>Rate per m<sup>2</sup> for this item (Including VAT)</b>			
Escalator and lift repair and upkeep and the regular servicing thereof				R			
Air-conditioning maintenance and upkeep				R			
Fire prevention, detection and extinguishing equipment and/or services and the regular servicing thereof				R			
Garden services				R			
Security services				R			
Water, fuel/gas and/or electrical usage in the common areas				R			
Refuse removal				R			
Sanitary fees				R			
Domestic or industrial effluent fees				R			
Corporate or body corporate or property owners association levies				R			
Property, building, glass and/or third party liability insurance				R			
Advertisement and/or promotional fund fees and/or levies				R			
Charges for the installation and/or reading of gas, water and/or electrical meters to the property, the building and sub-meters to the premises				R			
Rates, Taxes and Levies				R			
Maintenance				R			
Any other matters, fees, charges, costs or expenses, as envisaged as per the ToR above, or otherwise not yet referred to. Please specify below							
				R			
				R			
				R			
				R			
				R			
				R			

		R		
		R		
		R		
<b>E. TENANT INSTALLATION OR TENANT INSTALLATION ALLOWANCE</b>				
Premises undertakes to do tenant allowance		R		
Alternatively, the Premises offers a tenant installation allowance to the NHFC of not less than this number of months' rental for every year of the lease		Number		
		R		
		R		
<b>NB: SUM TOTAL AGGREGATE FULL COST OF FIVE -YEAR LEASE CONTRACT</b>				
<b>All-inclusive cost-to-company Gross Rental inclusive of:</b>	<b>Monthly Gross Rental (Excluding VAT)</b>	<b>Value Added Tax (VAT)</b>	<b>Monthly Gross Rental (Including VAT)</b>	<b>Annual Gross Rental (Including VAT)</b>
<ul style="list-style-type: none"> <li>a) the Basic Rental (both office space and storage areas).</li> <li>b) operating Costs and expenses.</li> <li>c) rental on all parking bays (basement, covered and open); and</li> <li>d) the all-inclusive tenant fit-out or installation allowances)</li> </ul>				
First Year	R	R	R	R
Second Year	R	R	R	R
Third Year	R	R	R	R
Fourth year	R	R	R	R
Fifth Year				
<b>TOTAL CONTRACT VALUE FOR FULL FIVE YEAR LEASE</b>				<b>R</b>
<b>LESS the aggregate value of tenant allowance or bidder's contribution to the cost of the NHFC's tenant's installation</b>				<b>R</b>
<b>BIDDER'S TOTAL CONTRACT PRICE</b>				<b>R</b>



**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder<sup>2</sup>, 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.

<sup>1</sup>“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.

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

2.7.2.1 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.

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

.....

.....

.....

2.8 Did you or your spouse, or any of the company’s directors/ 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 **YES / NO**

employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

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

**YES/NO**

2.10.1 If so, furnish particulars.

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

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

**YES/NO**

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number/Persal 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/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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:

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

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

## 3. POINTS AWARDED FOR PRICE

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

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

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

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**

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

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

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

**7. SUB-CONTRACTING**

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(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		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated

in paragraph 1 of this form;

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

WITNESSES
1. ....
2. ....

.....
SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS



## 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(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) 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	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <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 bids<sup>1</sup> 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).<sup>2</sup> 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:

**<sup>1</sup> Includes price proposals, advertised competitive bids, limited bids and proposals.**

**<sup>2</sup> 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

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

6. 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.
7. 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.
8. 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.

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

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. ....



# 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 fulfillment 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	.....



**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

accept your bid under reference number .....dated.....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 OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

~

# 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.

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## 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](http://www.treasury.gov.za)

#### **4. Standards**

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

#### **5. Use of contract documents and information; inspection.**

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

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

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

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

#### **6. Patent rights**

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

#### **7. Performance security**

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

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

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

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

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

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

- 10. Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.



- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....