



REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: NHFC 009312

REQUEST FOR QUOTATION (RFQ) FOR: REMEDIAL WORK – 12 OLIVER TAMBO STREET, TOKYO SEXWALE, JEFFREYS BAY (BURNT HOUSE)

RFQ DOCUMENTS CHECK LIST:

The contents of the RFQ document must be as follows, and numbered as per the numbering below, with each schedule punched, placed in a file and separated from the next schedule with a file divider. Please complete the checklist below to verify your submission of the relevant documents:

| Schedules | | Description | Submitted – Indicate YES or NO |
|-----------|---|--|--------------------------------|
| Annexure | 1 | Tax Compliance Status Pin | |
| Annexure | 2 | Copies of Company Registration Documents | |
| Annexure | 3 | Copy of Valid B-BBEE certificate or Sworn Affidavit. | |
| Annexure | 4 | Current Central Supplier Database Report Copy | |
| Annexure | 5 | SBD 1: Invitation to Bid | |
| Annexure | 6 | Pricing Schedule | |
| Annexure | 7 | SBD 4: Bidder's Disclosure | |
| Annexure | 8 | SBD 6.1: Preference Point Claim Form in Terms of Preferential Procurement Regulations 2022 | |
| Annexure | 9 | Identity Document of Directors | |

| SECTION 1 | | | | | |
|---|--|---------------|---|--|--|
| SBD 1 INVITATION TO BID | | | | | |
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NHFC SOC LTD. | | | | | |
| BID NUMBER: | RFQ NUMBER: NHFC 009312 | CLOSING DATE: | 13 th June 2025 | CLOSING TIME: | 11H00am |
| DESCRIPTION | REMEDIAL WORK – 12 OLIVER TAMBO STREET, TOKYO SEXWALE, JEFFREYS BAY (BURNT HOUSE) | | | | |
| BID RESPONSE DOCUMENTS MAY BE EMAILED TO: | | | | | |
| Quotations02@nhfc.co.za | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Ms Kamogelo Dagane | | CONTACT PERSON | | |
| TELEPHONE NUMBER | | | TELEPHONE NUMBER | | |
| FACSIMILE NUMBER | N/A | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | quotations02@nhfc.co.za | | E-MAIL ADDRESS | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | [TICK APPLICABLE BOX] Yes No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | [TICK APPLICABLE BOX] Yes No |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | Yes No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | | Yes No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |

| |
|---|
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS |
| <p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO</p> |
| <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p> <p>YES NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</p> <p>YES NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO</p> <p>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.</p> |

TERMS AND CONDITIONS FOR BIDDING

| |
|--|
| 1. BID SUBMISSION: |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p> |
| 2. TAX COMPLIANCE REQUIREMENTS |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p> |

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:.....

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter. Proposals must reach NHFC before the closing hour on the date shown on SBD1 above, and must be e- mailed to quotations02@nhfc.co.za

2. PREQUALIFICATION / ELIGIBILITY CRITERIA

2.1 Only those Bidders who satisfy the following pre-qualification or eligibility criteria are eligible to submit quotations as per section 3.

3 COMMUNICATION

Bidder/s are warned that a response will be liable for disqualification should any attempt be made either directly or indirectly to canvass any SCM Officer(s) or NHFC employee in respect of this RFQ between the closing date and the date of the award of the business.

4 LEGAL COMPLIANCE

The successful Bidder shall be in full and complete compliance with any and all applicable national and local laws and regulations.

5 CHANGES TO QUOTATIONS

Changes by the Bidder to its submission will not be considered after the closing date and time.

6 PRICING

All prices must be quoted in South African Rand on a fixed price basis, including VAT if applicable.

7 BINDING OFFER

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

8 RFQ CONDITIONS

- This RFQ is subject to the Preferential Procurement Policy Framework Act 2000, the Preferential Procurement Regulations, 2022, 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/falsefully, 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 necessary for the NHFC to comply with legislation and its Policies and Procedures. Due diligence and PEP checks will also be conducted on the successful bidder.
- The NHFC reserves the right to disqualify a bid if the bidder fails to provide reasonable request (s) for documentation/information which the NHFC deems necessary for the purpose of evaluation 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.
- The NHFC deems the Bidder has read and accepted the General Conditions of Contract.
- Bidders must submit the bid a soft copy of the RFQ via email. The soft copy serves as the legal bid contract document and the master record between the bidder and the NHFC.
- 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. Service provider must maintain an updated tax compliant status for the during of the contract.
- The cost of compiling a Proposal is and remains the prospective service provider's own cost and will not be paid for by NHFC.
- The successful bidder (s) will be required to sign a Service Level Agreement (SLA), in terms of which the service provider's performance will be measured and managed.
- NHFC has zero tolerance for reputational harm. The bidder hereby gives consent to the NHFC to conduct background checks on the bidding entity and any of its directors / partners / trustees / shareholders /members/employees. The NHFC reserves the right to consider the information arising from such background check as part of the tender evaluation process.
- The NHFC reserves the right to reject submitted proposal(s) if it discovers that the bidder (or its directors/members) has any serious adverse reports, whether confirmed by a court or not, such as:
 - Being cited as aiding and abetting state capture,
 - Involvement in fraud and / or corrupt activities;
 - Misrepresenting audit outcomes of an organisation;
 - Listed on the National Treasury restricted database;
 - Being under investigation or facing allegations that may result in criminal charges; or
 - Any report as a result of which the NHFC may suffer reputational harm in any way by doing business with the bidder.

9 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Bidders are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. NHFC is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a bidder who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za>.

10 PROTECTION OF PERSONAL DATA

In responding to this RFQ, NHFC acknowledges that it may obtain and have access to personal data of the Bidders. NHFC agrees that it shall only process the information disclosed by Bidders in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

Furthermore, NHFC will not otherwise modify, amend or alter any personal data submitted by Bidders or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Bidders. Similarly, NHFC requires Bidders to process any personal information disclosed by NHFC in the bidding process in the same manner.

11 EVALUATION METHODOLOGY

NHFC will utilise the evaluation criteria indicated in this document criteria in choosing a Supplier/Service Provider:

12 ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include completeness of response and whether all returnable and/or required documents, certificates, warranties and other RFQ requirements and formalities have been complied with. Incomplete Bids may be disqualified.

13 VALIDITY PERIOD

NHFC requires a validity period of 60 Business Days from the closing date.

Bidders are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Bidder(s), the validity of the successful Bidder(s)' response will be deemed to remain valid until a final contract has been concluded.

14 RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Bidders are urged to ensure that these documents are returned with the quotation based on the consequences of non-submission as indicated below:

15 MANDATORY RETURNABLE DOCUMENTS

Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Bidder's disqualification. Bidders are therefore urged to ensure that all these Documents are returned with their Quotations.

16. UNSUCCESSFUL BIDDERS

Should the bidder not receive any communication from NHFC within the validity of the RFQ. The bidder should consider their bid unsuccessful

SECTION 3

SPECIFICATIONS

REMEDIAL WORK – 12 OLIVER TAMBO STREET, TOKYO SEXWALE, JEFFREYS BAY (BURNT HOUSE)

1. INTRODUCTION

The National Housing Finance Corporation (NHFC) was established by the National Department of Human Settlements as a development finance institution (DFI) in 1996, with the principle mandate of broadening access to affordable housing finance for the low- and middle-income households.

NHFC is a national public entity, the NHFC adheres to the regulatory framework of the Public Finance Management Act (PFMA) of 1999.

The NHFC provides wholesale funding in the affordable housing market mainly to social housing institutions, non-banking retail intermediaries, privately owned property developers, construction companies and investors. It also provides loans and other form of wholesale funding (equity and quasi equity) to certain niche businesses that are in the affordable housing market.

2. BACKGROUND OF THE RFQ

The South African Department of Human Settlements (DHS), established in 1994, aims to facilitate sustainable human settlements and improve quality of life, with its roots in the Freedom Charter's call for houses, security, and comfort. The department's mandate, rooted in the Constitution, focuses on housing and urban development, working with provinces and municipalities to deliver on the right to adequate housing.

As part of the Human Settlement's Corporate Social Investment (CSI) Initiative, which is aimed at addressing human settlement needs, such as housing, infrastructure, and basic services, often in partnership with government entities, the NHFC has pledged to donate funds to execute remedial works of a burnt house for a family located in Jeffreys Bay, Eastern Cape.

The donation comes against a Community Leader's request to support the family. The remedial works will be executed in 12 Oliver Tambo Street, Tokyo Sexwale in Jeffreys Bay. The NHFC has mandated Programme and Fund Management (PFM), a division within the entity to manage and monitor every facet of construction including the appointed service provider, and deliverables as per the scope of work.

3. PURPOSE

The purpose of this Request for Quotation (RFQ) is to solicit quotations from potential service providers in the construction sector to execute remedial works of a forty-six (46) square meter house (**RDP**) including material supply, construction management and payment of labour in the project.

4. SCOPE OF WORK/KEY DELIVERABLES

The scope of work is divided into two Phases,

4.1 Planning stage

This stage entails:

- Development of a House Plan for the dwelling, to comply with SANS 10400 Building regulations
- Approval of the House Plan by the Kouga Local Municipality,
- Enrolment of the House at National Home Builder's Registration Council (NHBRC)
- Contractor Team, to compose of a Registered Structural Engineer, as a competed person at NHBRC to certify the work on all milestone, including foundation certificate and roof loading certificates.

4.2 Implementation Stage (Construction Stage) :

This stage entails:

- Complete Demolish, removing existing Single storey building, and carting away
- Complete supply of material and construction work of the house as per Milestones below, inclusive of all labour payments,

| MILESTONE | ACTIVITIES |
|---------------------|---|
| FOUNDATION | <ul style="list-style-type: none"> - SETTING OUT - EXCAVATION - STEEL REINFORCEMENT - CONCRETE - GEOTECH |
| WALLPLATE | <ul style="list-style-type: none"> - Blockwork - Outside Plumbing - Door Frames |
| ROOF STRUCTURE | <ul style="list-style-type: none"> - Roof Trusses - Roof Tiles |
| NORMS AND STANDARDS | <ul style="list-style-type: none"> - Glazing - Plastering - Ceilings - Internal Plumbing (Sanitary Ware) |
| ELECTRICAL | <ul style="list-style-type: none"> - Electrical Installation |
| COMPLETIONS | <ul style="list-style-type: none"> - Concrete Apron - Painting - Cleaning - Electrical Commissioning |

| NO | ITEMS DESCRIPTION | QUANTITY | DELIVERY LOCATION | EXPECTED COMMENCE DATE | EXPECTED DELIVERY DATE |
|----|--|--|---|----------------------------|-------------------------------|
| 1. | 45sqm House plan submission and approval by Kouga Local Municipality, including NHBRC (National Home Builder Registration Council) Enrolment. | 1 | 12 Oliver Tambo Street, Tokyo Sexwale, Jeffreys Bay | 23 rd June 2025 | 4 th July 2025 |
| 2 | Complete Demolish, removing existing Single storey building comprising of reinforced concrete footings, unreinforced concrete surface bed and with floor tiles, plastered external walls, plastered internal walls including carting away all excess material off site | 1 | 12 Oliver Tambo Street, Tokyo Sexwale, Jeffreys Bay | 14 th July 2025 | 18 th July 2025 |
| 3. | Complete supply of material and construction work of the house located in Jeffreys Bayo as per the attached BOQ, inclusive of all labour payments. | 46m ² meter house (as per the attached BOQ) | 12 Oliver Tambo Street, Tokyo Sexwale, Jeffreys Bay | 21 st July 2025 | 17 th October 2025 |

***NOTE: Expected delivery date is dependent on the commencement date and Service Provider will not be held liable should there be a delay in commencement due to NHFC processes.**

NB: *Bidder is to note that a detailed (BOQ) is included in the pack and must be referred to.*

SPECIAL CONDITIONS:

- The enterprise is required to commence the project within 7 (seven) working days after the site handover, failure to do so may result in contract termination.
- The enterprise is required to submit a House Plan to the local authority for approval. House plan to be approved by NHFC Project manager, prior to submission to the local authority.
- House to be enrolled with NHBRC, **NO CONSTRUCTION ACTIVITIES TO COMMENCE PRIOR TO NHBRC ENROLLMENT.**
- The Enterprise shall be liable to pay a penalty to the employer for the number of days the works, in the opinion of the project manager, remains incomplete beyond the date for final completion as stated in this document, such penalty may be deducted from any monies due or to become due to the service provider from the NHFC, calculated at 2 % of the contract value, per day.

SECTION 4

EVALUATION CRITERIA

Evaluation of bids received will be conducted in three (03) phases as follows:

Phase 1 – Administrative Compliance Requirements

This stage checks and validates the bidders' compliance to the legal requirements to conduct business in South Africa, as well as to the industry requirement for the supply of goods and services.

All SBDs must be submitted (signed) noting where it is not applicable. If any specific SBD is not submitted, documentary proof, clearly stating the reason must be attached.

The following documents are non-mandatory and where not submitted, NHFC may request the documents and must be made available at the time of request from the most responsive bidder:

| No. | Description of requirement | |
|-----|---|--|
| a) | Company Registration Documents | |
| b) | Copies of Directors' ID documents; | |
| c) | Valid BBBEE Certificate from a SANAS accredited rating agency (Original or Certified) or affidavit signed by the Commissioner of Oath | |
| d) | Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin | |
| e) | CSD report / CSD reference number | |
| f) | Company profile in line with service offerings | |
| g) | Proof of address | |
| h) | Pricing schedule | |
| i) | Formalized Agreement /Affidavit between Main Contractor and Subcontractor | |
| j) | Reference letters | |
| k) | Works Program | |
| l) | South African Council of Architectural Profession certificate (SACAP) | |
| m) | Proof of qualifications | |
| n) | Professional Registered Structural Engineer certificate | |

NB: if the bidder failed to comply with any of the Administrative Compliance Requirements, or if the NHFC is unable to verify whether the Administrative Compliance Requirements are met, then the NHFC reserves the right to:

- Accept the bid for evaluation on condition that the bidder submits within 7 working days any supplementary information to achieve full compliance with Administrative Compliance Requirements.

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

If you do not submit the following mandatory documents, your Proposal/Quote will be disqualified automatically:

| No. | Description of requirement | |
|-----|--|--|
| a) | Valid NHBRC Certificate | |
| b) | Proof of CIDB SO Plumbing certificate (Bidders are encouraged to outsource/subcontract if they don't have this certificate) | |

Phase 2 – Functionality

Functionality is worth 100 points. The minimum threshold is **70 points**. Bidders who score less than 60 points on Functionality will therefore be disqualified. Those who score more than **70 points** will be further evaluated in terms of price and preference points. The functionality evaluation is broken down as follows:

| | | |
|-----------|---|--------------------------|
| 1. | Past Relevant Experience in Residential Construction Bidders must have specific experience and submit at least two brief project summaries executed in respect of related services and related references | Total – 30 points |
| | The bidder must submit reference letters or completion certificates for 3 separate projects where scope include construction of remedial works/ superstructure building works, i.e. alterations, refurbishments of a building or house. Bidder must have successfully procured material and refurbished the unit/s at a superstructure wall plate level (brick work) to finishes including installation of electrical work and plumbing work. Contacts/referrals for each project completed should be both traceable and contactable. Each reference letter must have a contactable reference. Each reference letter or completion certificate for the construction of a house earns 10 points. A maximum of 3 reference letters is required. <i>Bidders that are subcontracting should submit a formalised or affidavit between the Main company and Subcontractor</i> | 30 |
| | Reference letters/completion certificates not traceable. 0 points | 0 |
| | No reference letter/completion certificates submitted. 0 points | 0 |
| 2. | Methodology and Project Approach The bidder must submit a clear and concise works program of how the work will be planned and executed to show clear deliverables | Total – 20 points |
| | Bidder must submit a clear and concise works program indicating a breakdown of how they will execute and complete works within the set time Works program to align with the given project deadline. The methodology and project approach must list all the required activities and a brief Occupational Health and Safety Plan detailing their compliance measure in response to safety procedure and protocols in place. | |
| | 1. A clear and concise methodology and project approach that must include a <ul style="list-style-type: none"> • Works Program indicating a work breakdown structure aligned with the project delivery date = 20 • Occupational Health and Safety Plan = 15 | 20 |
| | 2. A moderately clear methodology and project approach that must include a <ul style="list-style-type: none"> • Works Program indicating a work breakdown structure not aligned with the project delivery date =15 • Occupational Health and Safety Plan = 10 | 15 |
| | 3. A poor methodology and project approach with either the Works Program indicating a work breakdown structure Or Occupational Health and Safety Plan | 5 |
| | 4. No Methodology or OHS Plan | 0 |

| | | |
|---------------------------------|---|----------------------------------|
| 3. | Key Personnel | Total – 35 points |
| | <p>Bidder to submit CVs for their key personnel responsible for site management and implementation of this project, including House Plan Submission and Enrolment at NHBRC.</p> <p>Architect – Professional Registered Architect with SACAP (South African Council of Architectural Professions). Architect To meet minimum requirements of Local Authority for submission of documentation for approval.</p> <p>Structural Engineer – Professional Registered Structural Engineer, to be registered with NHBRC, with the relevant Barcode requirements.</p> <p>Site Manager - minimum requirement will be National Diploma/ N6 in the built environment with 3 years of experience.</p> | |
| | Listed personnel included with required certificates | 35 |
| | Listed personnel included but not all with required certificates | 0 |
| 4. | Qualification Locality | Total – 15 points |
| | The Bidder and its partners are based within Eastern Cape Province. Proof of address is required in the form of a Municipal billing account or a Posted letter or a Letter from the ward councillor. | |
| | Bidder resides within Jeffreys Bay | 15 |
| | Bidder resides within Kouga Municipality | 10 |
| | Bidder does not reside within Kouga Municipality but within a radius of 80km within the area | 5 |
| | Bidder outside the 80 km radius within Kouga Municipality | 0 |
| Total | 100 Points | |
| Minimum Threshold Points | 70 Points | |

Phase 3 - Price and Preference Evaluation

Bidders who score a minimum of 60 points on Functionality will be further evaluated in terms of Price and Preference points. As per the table below, price is evaluated over 80 points and preference points over 20:

PRICING SUMMARY TO BILL OF QUANTITIES

| | | | |
|---|---|---|--------------------------|
| 1 | Price | | 80 points |
| 2 | Specific Goals | | 20 points |
| # | Specific Goal | Proof | Points Allocation |
| 1 | South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (Minimum >50% ownership or more) | <ul style="list-style-type: none"> Company Registration Certification (CIPC) Certified identification documentation of company director/s CSD report/ CSD registration number (MAAA number) | 7 |
| 2 | Woman Ownership >50% | <ul style="list-style-type: none"> Company Registration Certification (CIPC) Certified identification documentation of company director/s CSD report/ CSD registration number (MAAA number) | 8 |
| 3 | Disabled Ownership >50% | <ul style="list-style-type: none"> Company Registration Certification (CIPC) Certified identification documentation of company director/s CSD report/ CSD registration number (MAAA number) Certified medical certificate from a registered medical practitioner | 1 |
| 4 | Military veteran Ownership >50% | <ul style="list-style-type: none"> Company Registration Certification (CIPC) Certified identification documentation of company director/s CSD report/ CSD registration number (MAAA number) A verifiable letter from an authorised body/entity certifying the military status of the claimant (bidder). | 1 |
| 5 | Youth Ownership >50% | <ul style="list-style-type: none"> Company Registration Certification (CIPC) Certified identification documentation of company director/s CSD report/ CSD registration number (MAAA number) | 3 |

| FINAL SUMMARY TO BILL OF QUANTITIES | | |
|-------------------------------------|--|--------|
| ITEM | DESCRIPTION | AMOUNT |
| | <u>FINAL SUMMARY</u> | |
| | | |
| 1 | PRELIMINARIES | |
| 2 | BUILDERS WORK | |
| 3 | ELECTRICAL WORK | |
| | | |
| | SUB-TOTAL | |
| | VAT (If bidder is a VAT vendor) | |
| | TOTAL | |

NB: Bidder is to note that the (BOQ) is attached as Annexure A

SECTION 5

NHFC GENERAL CONDITIONS OF PURCHASE

General

NHFC and the Supplier enter an order/contract on these conditions to supply the items (goods/services/works) as described in the order/contract.

Conditions

These conditions form the basis of the contract between NHFC and the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by NHFC.

No servant or agent of NHFC has authority to vary these conditions orally. These general conditions of purchase are subject to such further special conditions as may be prescribed in writing by NHFC in the order/contract.

Local Content Obligations

Bidders are to note that the Local Content commitments made by the successful Bidder(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Bidder fail to meet its Local obligations, non-compliance penalties shall be applicable. Breach of Local Content obligations also provide NHFC cause to terminate the contract in certain cases where material non-compliance with Local Content requirements are not achieved.

Price and payment

The price or rates for the items stated in the order/contract may include an amount for price adjustment, which is calculated in accordance with the formula stated in the order/contract.

The Supplier may be paid in one currency other than South African Rand. Only one exchange rate is used to convert from this currency to South African Rand. Payment to the Supplier in this currency other than South African Rand, does not exceed the amounts stated in the order/contract. NHFC pays for the item within 30 days of receipt of the Suppliers correct tax invoice.

Delivery and documents

The Supplier's obligation is to deliver the items on or before the date stated in the order/contract. Late deliveries or late completion of the items may be subject to a penalty if this is imposed in the order/contract. No payment is made if the Supplier does not provide the item as stated in order/contract.

Where items are to be delivered the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to NHFC at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to NHFC a detailed priced invoice as soon as is reasonably practical after dispatch of the items, and states on all communications in respect of the order the order number and code number (if any).

Containers / packing material

Unless otherwise stated in the order/contract, no payment is made for containers or packing materials or return to the Supplier.

Title and risk

Without prejudice to rights of rejection under these conditions, title to and risk in the items passes to NHFC when accepted by NHFC.

Rejection

If the Supplier fails to comply with his obligations under the order/contract, NHFC may reject any part of the items by giving written notice to the Supplier specifying the reason for rejection and whether and within what period replacement of items or re-work are required.

In the case of items delivered, NHFC may return the rejected items to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the items not replaced within the time required, together with the costs of returning rejected items to the Supplier and obtaining replacement items from a third party, are paid by the Supplier to NHFC.

In the case of service, the Supplier corrects non-conformances as indicated by NHFC.

Warranty

Without prejudice to any other rights of NHFC under these conditions, the Supplier warrants that the items are in accordance with NHFC's requirements and fit for the purpose for which they are intended, and will remain free from defects for a period of one year (unless another period is stated in the Order) from acceptance of the items by NHFC.

Indemnity

The Supplier indemnifies NHFC against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants, or from the Supplier's defective design, materials or workmanship.

The Supplier indemnifies NHFC against claims, proceedings, compensation and costs payable arising out of infringement by the Supplier of the rights of others, except an infringement which arose out of the use by the Supplier of things provided by NHFC.

Assignment and sub-contracting

The Supplier may not assign or subcontract any part of this order/contract without the written consent of NHFC.

Termination

NHFC may terminate the order/contract at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to NHFC):

If the Supplier defaults in due performance of the order/contract, or if the Supplier becomes bankrupt or otherwise is, in the opinion of NHFC, in such financial circumstances as to prejudice the proper performance of the order/contract, or for any other reason in which case the Supplier will be compensated for all costs incurred.

Governing law

The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.

SECTION 6

SBD 4

RETURNABLE DOCUMENTS

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

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

If so, furnish particulars:

.....
.....

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

If so, furnish particulars:

.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

| | |
|-----------|----------------|
| | |
| Signature | Date |
| | |
| Position | Name of bidder |

SECTION 7

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- 1.2 the 80/20 system for requirements with a Rand value up to R50 000 000 (all applicable taxes included); and
- 1.3 To be completed by the organ of state**
(delete whichever is not applicable for this tender).
- a) The applicable preference point system for this tender is the 80/20 preference point system.
- 1.4 The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.5 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) Specific Goals.

1.6 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.7 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.8 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- 2.1 “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 2.2 “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 2.3 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 2.4 “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (b) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

| The specific goals allocated points in terms of this tender | Supporting evidence for meeting preferential procurement targets (bidder to provide the below supporting evidence to claim allocated points for each specific goal) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|
| South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (Minimum >50% ownership or more) | <ul style="list-style-type: none"> Company Registration Certification (CIPC) Certified identification documentation of company director/s CSD report/ CSD registration number (MAAA number) | 7 | |
| Woman Ownership >50% | <ul style="list-style-type: none"> Company Registration Certification (CIPC) Certified identification documentation of company director/s CSD report/ CSD registration number (MAAA number) | 8 | |
| Disabled Ownership >50% | <ul style="list-style-type: none"> Company Registration Certification (CIPC) Certified identification documentation of company director/s CSD report/ CSD registration number (MAAA number) Certified medical certificate from a registered medical practitioner | 1 | |
| Military veteran Ownership >50% | <ul style="list-style-type: none"> Company Registration Certification (CIPC) Certified identification documentation of company director/s CSD report/ CSD registration number (MAAA number) A verifiable letter from an authorised body/entity certifying the military status of the claimant (bidder). | 1 | |
| Youth Ownership >50% | <ul style="list-style-type: none"> Company Registration Certification (CIPC) Certified identification documentation of company director/s CSD report/ CSD registration number (MAAA number) | 3 | |

- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.1. Name of company/firm.....

4.2. Company registration number:

4.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

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

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

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....