



PART 1/2

REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SUPPLY, IMPLEMENTATION AND MAINTENANCE OF MULTI-FUNCTIONAL PRINTERS FOR THE NHBRC FOR A PERIOD OF THIRTY SIX (36) MONTHS.

RFP NO.: NHBRC 15/2016

CLOSING DATE: 09 September 2016

TIME: 11:00 am

COMPULSORY BRIEFING SESSION

DATE: 23 August 2016

TIME: 11:00am

VENUE: NHBRC HEAD OFFICE AUDITORIUM BOARDROOM 2, 5 LEEUWKOP ROAD, SUNNINGHILL, SANDTON.

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL HOME BUILDERS REGISTRATION COUNCIL

BID NUMBER: NHBRC 15/2016

CLOSING DATE: 09 September 2016

CLOSING TIME: 11H00

DESCRIPTION: REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SUPPLY, IMPLEMENTATION AND MAINTENANCE OF MULTI-FUNCTIONAL PRINTERS FOR THE NHBRC FOR A PERIOD OF THIRTY SIX (36) MONTHS.

VALITY PERIOD: Offer to be valid for ninety (90) days from the closing date of the bid.

COMPULSORY BRIEFING SESSION:

Date and Time: 23 August 2016 at 11:00am

Venue: NHBRC HEAD OFFICE, 5 LEEUWKOP ROAD SUNNINGHILL, SANDTON.

TENDER DOCUMENTS MUST BE:

DEPOSITED IN THE TENDER BOX SITUATED AT: NHBRC HEAD OFFICE, 5 LEEUWKOP ROAD SUNNINGHILL, SANDTON.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR

A REGISTERED AUDITOR

[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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 or NO [IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE..... **For Thirty six (36) Months**
including all costs escalations and taxes where applicable

****FAILURE TO INDICATE A TOTAL BID PRICE MAY RESULT IN YOUR PROPOSAL BEING DIS-QUALIFIED**

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Ricardo Francis

Tel: 011 317 0319

E-mail address: ricardof@nhbrc.org.za

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

PRICING SCHEDULE

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

Name of bidder.....	Bid number.....
Closing Time:.....	Closing date:.....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-		Required by: NHBRC	
-		At: HEAD OFFICE,GAUTENG	
-		Brand and model	N/A
-		Country of origin
-		Does the offer comply with the specification(s)?	*YES/NO
-		If not to specification, indicate deviation(s)
-		Period required for delivery *Delivery: Firm/not firm
-		Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means –

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

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

2.7 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 attached 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 employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, 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 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 IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE 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) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured

entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 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

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 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 bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 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.
- (Tick applicable box)**

YES		NO	
-----	--	----	--

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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 <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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



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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



Part 2/2

REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SUPPLY, IMPLEMENTATION AND MAINTENANCE OF MULTI-FUNCTIONAL PRINTERS FOR THE NHBRC FOR A PERIOD OF THIRTY SIX (36) MONTHS.

RFP NO.: NHBRC 15/2016

CLOSING DATE: 09 September 2016

TIME: 11:00

COMPULSORY BRIEFING SESSION

DATE: 23 August 2016

TIME: 11:00 AM

VENUE: NHBRC HEAD OFFICE AUDITORIUM BOARDROOM 2: 5 LEEUWKOP ROAD, SUNNINGHILL, JOHANNESBURG

1. TERMS AND CONDITIONS

This Request for Proposal (RFP) has been compiled by the NHBRC and it is made available to the Bidders on the following basis.

Bidders submitting a Bid in response to this RFP are deemed to do so, on the basis that they acknowledge and accept the terms and conditions set out below:

- 1.1 The NHBRC reserves the right to amend, modify or withdraw this RFP or amend, modify or terminate any of the procedures or requirements set out herein at any time (and from time to time), without prior notice and without liability to compensate or reimburse any person.
- 1.2 The NHBRC reserves the right to carry out site inspections or call for supporting documentation in order to confirm any information provided by a Bidder in its RFP Bid.
- 1.3 This RFP is not intended to form the basis of a decision to enter into any transaction involving the NHBRC, and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.
- 1.4 A Bid submitted in response to this RFP will constitute a binding offer which will remain binding and irrevocable for a period of 90 Days from the date of submission to the NHBRC. The offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder, unless and until a definitive Agreement and other related transaction documents are concluded between the NHBRC and the Preferred Bidder.
- 1.5 The distribution of this RFP outside the Republic of South Africa may be restricted or prohibited by the laws of other countries. Recipients of this RFP are advised to familiarize themselves with and comply with all such restrictions or prohibitions applicable in those jurisdictions, and neither the NHBRC, nor any of their respective directors, officers, employees, agents, representatives or advisors, accepts liability to any person for any damages arising out of or in connection with the breach of any restriction or provision outside the Republic of South Africa. Persons contemplating submitting a Bid are advised to obtain legal advice as to the possible consequences thereof in terms of the law of the jurisdictions in which they are located.
- 1.6 Recipients of this RFP document may only distribute it to other parties whom they wish to involve as part of their Bidder consortium in submitting a Bid.
- 1.7 Neither the NHBRC nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligation for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to the RFP.
- 1.8 No entity may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. A failure to comply with this requirement may, within the sole discretion of the NHBRC, result in disqualification of the relevant entity.
- 1.9 Any material change in the control and/or composition of any Bidder or any core member of a Bidder after submission of a Bid, shall require the prior written approval of the NHBRC, and any failure to seek such approval from the NHBRC shall result in the NHBRC being entitled, in its sole discretion, to exclude the relevant Bidder from any further participation in the bid process. The NHBRC shall be the sole arbiter as to what constitutes a "material change in the control and/or composition of any

Bidder”, and as to what constitutes a “core member of a Bidder” for purposes of such approval. Any request for such approval shall be made to the NHBRC’s Supply Chain Management in writing and shall provide sufficient reasons and information to allow the NHBRC to make a decision. The NHBRC reserves the right to accept or reject any such request for approval at its sole discretion.

- 1.10 Compulsory Briefing Session: A compulsory briefing session will be held, the sharing of information and clarifications of issues related to this Bid, as given by the NHBRC during such session will form part of this Bid and responses.
- 1.11 Any requirement set out in this RFP that stipulates the form and/or content of any aspect of a Bid, is stipulated for the sole benefit of the NHBRC, and save as expressly stated to the contrary, may be waived by the NHBRC in its sole discretion at any stage in the RFP process.
- 1.12 The NHBRC and its advisors may rely on a Bid as being accurate and complete in relation to the information and proposals provided therein by the Bidders.
- 1.13 All Bids submitted to NHBRC will become the property of the NHBRC and will as such not be returned to the Bidder. The NHBRC will make all reasonable efforts to maintain proposals in confidence. Proprietary information should be identified as such in each proposal.
- 1.14 If the NHBRC amends this RFP, the amendment will be sent to each Bidder in writing or publicized as the case maybe. No oral amendments by any person will be considered or acknowledged.
- 1.15 The Bid submitted by the bidder shall be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, or irregularities of any kind. However, the NHBRC reserves the right to waive any irregularities and to make award in the best interest of the company.
- 1.16 The NHBRC reserves the right to accept or reject in part or whole any bid submitted, and to waive any technicalities for the best interest of the company.
- 1.17 RFP’s shall be rejected, among other reasons, where bids are received adfter the closing date and time as specified in the RFP.
- 1.18 Potential service provider(s) shall be disqualified and their bids not considered among other reasons, for any of the following specific reasons:
 - 1.18.1 If the SCM Mandatory Documents are not submitted and completed (as per checklist on page 13 of part 2)
 - 1.18.3 Bid contains irregularities
- 1.19 The NHBRC reserves the right to require that any bidder provide a formal presentation of its RFP at a date and time to be determined by the NHBRC. The NHBRC shall provide all instructions and clarification regarding the purpose and scope of the demonstration. All expenses must be borne by the bidder.
- 1.20 All costs associated with the preparation and submission of the Bid is the responsibility of the Service provider(s). The costs shall not be chargeable to the NHBRC by successful or unsuccessful Bidder.
- 1.21 This document is released for the sole purpose of responding to this RFP and must be considered confidential. In addition, the use, reproduction or disclosure of the requirements, specifications or other material in this RFP is strictly prohibited.
- 1.22 All Bids must be formulated and submitted in accordance with the requirements of this RFP.

2. BACKGROUND

2.1. ABOUT THE NHBRC

2.1.1 The mandate of the National Home Builders Registration Council (NHBRC) is in accordance with the Housing Consumers Protection Measures Act (Act No. 95 of 1998) providing warranty protection against defects in new homes. The Act states that the objects of the Council which are inter alia as follows:

- “to regulate the home building industry”;
- “to establish and promote ethical and technical standards in the home building industry”;
and
- “to improve structural quality in the interests of housing consumers and the home building industry”.

The Council is furthermore empowered by the Act:

- “to engage in undertakings to promote improved structural quality of homes constructed in the Republic;
- ”to engage in undertakings to improve ethical and technical standards in the home building industry;
- “to keep a record of competent persons”; and
- “to generally do all things necessary or expedient to achieve its objects and the objectives of this Act.”

2.1.2 The NHBRC's primary mandate is to manage the risk of structural defects in the home building industry and in so doing, protect the consumer. A prime activity of the NHBRC is to manage its risk exposure in terms of the warranty scheme, in order to ensure that it is not unduly exposed to claims. The current risk management tools being used by the Council include the Registration of Home Builders, enrolment and inspection of homes, the Home Building Manual which incorporates design and construction rules, and the appointment of competent persons by the Home Builder to perform certain tasks.

2.1.3 The NHBRC is a medium sized organization with a staff compliment of approximately 580 employees. The NHBRC's Head Office is located in Sunninghill, Gauteng with nine (09) Regional Offices of Varying Size and 12 Satellite Offices.

#	NHBRC OFFICE LOCATIONS	#	NHBRC OFFICE LOCATIONS
1	Head Office / Gauteng Central (Sunninghill)	12	Thulamela
2	KwaZulu Natal(Durban) – Regional	13	East London
3	Western Cape (Cape Town) – Regional	14	George
4	Eastern Cape (Port Elizabeth) – Regional	15	Northern Cape (Kimberly)
5	North West (Rustenburg) – Regional	16	Klerksdorp
6	Limpopo (Pietersburg) – Regional	17	Tzaneen
7	Mpumalanga (Nelspruit) – Regional	18	Bela Bela
8	Pretoria (Pretoria) – Regional	19	Witbank
9	Free State (Bloemfontein) – Regional	20	Bethlehem

10	Shelly Beach * (Richards Bay)	21	Mafikeng
11	New Castle	22	Eric Molobi Innovation Hub (Soshanguve)

3. BUSINESS OVERVIEW

3.1 Purpose

- 3.1.1 The NHBRC seeks to lease (supply, delivery, implementation and maintenance) of Multi-Functional Printers (MFP's) to print, scan, fax and copy to assist the business to meet its document management requirements.
- 3.1.2 The MFP's are to be stationed at the NHBRC Head Office located in Sunninghill as well as at the 21 (twenty-one) regional and satellite offices located across South Africa, for a period of three (3) years. In addition bidders must take note that the NHBRC acquired two mobile offices. The mobile offices will require one (1) Desktop Unit installed in each office. Service may be required on the printers from time to time.
- 3.1.3 NHBRC requires seamless integration with the SAP OPEN TEXT document management system and possible future other document management systems.

3.2 Scope of Works

3.2.1 The appointed service provider will be required to supply, deliver, implement and maintain the MFP units for the duration of the Contract

3.2.2 Device Categories

Based on the Workload and output requirements, The NHBRC has identified the following four (04) levels of printers

- **Desktop Unit** – This Unit is small enough to be placed on the end-users desk
- **Standard Unit** – This unit is a floor standing unit that consists of the main printer and an attached finisher. The main unit must have multiple feeder drawers and be able to accommodate multiple types and sizes of paper as part of the feeder. The unit must be able to manage a medium to high volume of output.
- **High Volume Unit** - Special high volume, high speed unit with high capacity paper trays an advanced finisher to produce board packs.
- **Specialized Large Format Unit** – Special unit to scan A0 format building plans into PDF, TIFF or JPEG format and save the building plans to dedicated folders for upload into the NHBRC ERP system. The unit must also be able to print A0 format building plans. These units are required at the NHBRC Head Office and one each at the nine (9) provisional offices only.

3.3 NHBRC Requirements

- 3.3.1 The supply of sixty-six (64 +2 Mobile Desktop Units) MFP to meet the current requirements for printing, scanning, faxing, and copying. See and complete Annexure- A.
- 3.3.2 A thirty-six (36) months maintenance agreement for all printers.

- 3.3.3 The required SLA for Sunninghill Head Office and the nine (9) regional offices will require four (4) hours response (Mean Time to Respond) time during working hours with repairs (Mean Time to Repair) completed within one (1) working day.
- 3.3.4 The required SLA for the satellite offices will require four (4) hours response time during working hours with repairs completed within two (2) working days.
- 3.3.5 The supply of swap-out or units when repairs exceed two (2) working days
- 3.3.6 The NHBRC requires that all the printers be delivered and installed within a month upon appointment as per paragraph 3.1.2 above.
- 3.3.7 Lead time schedule to deliver the printers. Bidders must take note that a shorter lead time to deliver the printers will be advantageous. The Lead will be measured in the evaluation criteria stage. Bidders must complete Annexure B with the lead time to deliver the printers.
- 3.3.8 Pricing model for the addition of additional units. This is to allow for expansion should additional units be required. Bidders must note that the lease agreement for additional units must terminate on the same date as the initial thirty-six (36) month agreement. Example: For a new printer that is required in month thirteen (13), the lease and maintenance agreement must expire in month thirty-six (36). That is twenty-four (24) months after the supply of the printer. All additional units will be aligned to terminate at the same time as the master contract that is signed at the appointment of the bidder.
- 3.3.9 Centralized device management system must be installed at the Sunninghill office.
- 3.3.10 Extensive reporting for device utilization, including consumption usage, maintenance and repairs, loans on a monthly or adhoc basis.
- 3.3.11 The bidder must have a support office or partner alliance within every province. Bidders must refer to the list of the offices in Annexure C. (Complete the columns "Bidders Support Office" with the bidder's office location and "Distance from A to B" in Annexure C). The standard calculation for distance to support an office is calculated as below:
- Fifty kilometers (50 Km) from the support office to the head office in Sunninghill and each of the nine (9) regional offices.
 - Two hundred kilometers (200 km) for the NHBRC satellite offices.
- 3.3.12 Complete Annexure D/E/F as per table on mandatory requirements.
- 3.3.13 Audited annual financial statements to be submitted in the last three (03) financial years. Bidders must attach the statements and make reference to them in Annexure-J.
- 3.3.14 Refer to Annexure G for the location and required quantities of the printers.
- 3.3.15 Bidders must comply with the following minimum functional specification:
- Centralized device management system must be installed and manageable at the NHBRC Head Office.
 - Pin code access for all users. This must be integrated and managed from the NHBRC Active Directory (AD).
 - Automated service calls on device failure.
 - Monthly reporting on failures and repairs to be provided to the NHBRC.
 - Stock control and automated reordering of consumables.
 - A safety stock of all consumables is to be placed at all office locations.

- Reporting tools to report on printing, scanning, faxing and copying. Reports must cover; total NHBRC, per region, per office, per section, per device and per user. A report on consumables in stock is also required.
 - Printing must be possible at any printer connected to the NHBRC network and controlled by a “follow-me” functionality.
 - Scan to email linked to user with pin code.
 - Confidentiality of all documents to be ensured.
 - Centralized management of devices.
 - Capability to manage individual user profiles, such as limits per month on colour printing.
 - The system must be linked to the NHBRC Active Directory for secure and centralized access control.
 - Single point of contact with the service providers Account Manager, Service Manager and Service Desk.
 - Regular proactive scheduled service of all the devices as per Manufacturer Guidelines
 - NHBRC require a secure “Cloud” faxing solution to send and receive faxes. SAP Business related faxes to integrate with the SAP OPEN TEXT document management system or other possible future document management systems.
 - Scan of SAP and Non-SAP documents to be integrated and attached to the SAP Document Management system OPEN TEXT and must have the capability to integrate with other possible future document management systems.
- 3.3.16 Bidders must comply with the following minimum Training and Skills Transfer requirements.
- Skills transfer on setup of relevant printer drivers.
 - Training on the centralised management system.
 - Training on the reporting component and how to customize reports required by NHBRC.
 - Training on the setup of users and access control with PIN codes.
 - Training on customization of users to restrict or permit access and functionality.
 - Provide training manuals in hard or soft copy.
 - Provide softcopy of End User documentation (End Users Guide).
 - Complete Annexure-K with the bidders proposed Training and Skills transfer schedule.
 - Training guide with sufficient information when new employees are on-board.
- 3.3.17 Bidders must include the following in their pricing schedule:
- The total bid price (rental component and maintenance component) for the leasing of MFP must be fixed for the duration of the contract (36 Months) and must be populated on SBD 1 and with the breakdown on Annexure H. **The Total Bid Price must include all costs associated with providing a Total Solution.**
 - Maintenance amount (cost/page)
 - It may become necessary to relocate devices. This may be within the same current office or at a new selected office location. Bidders must complete the table in Annexure F with the pricing model for printer relocation.

- Prices for additional units must be submitted separately should any be required during the duration of the contract. Bidders are required to supply pricing for each of the units types and provide the pricing model for additional units.
- Total price per unit must include supply, delivery and implementation.
- Price for maintenance for the duration of the contract. For costing comparison bidder's must calculate this in the table in Annexure-H.
- Maintenance includes regular scheduled services, break support and replacement parts and the supply of print consumables such as toners.
- Paper stationary is excluded and will be at the cost for NHBRC.
- Bidders must complete the pricing table in Annexure-H.

4. TECHNICAL DATA TO BE SUBMITTED BY BIDDER

4.3 Documents to be submitted

The following is what is required to be submitted by the bidders.

4.3.1 Projects completed during the last 5 financial years, the bidder must

Provide a summary of the projects in the format presented below:

Name of Project	Project Description	Contract Value (incl. VAT)	Client Name	Client Contact Tel

4.3.2 Provide project details of projects in Section 4.3.1 that were successfully completed in the last five (5) years in the format below. For each of these projects a reference letter of successful completion of the project must be provided by the client, on the client's letterheads, and signed off by an authorized delegated employee of the client. See annexure E

4.4 Project Proposal

In addition to the above, the bidder must provide a detailed project proposal.

- 4.4.1 The proposal document must outline the intended/proposed approach to the Project,
- 4.4.2 The approach and methodology must be clearly stipulated minimum requirements stipulated in paragraph 3.3.15
- 4.4.3 A Project Plan with proposed milestone and lead times. The project plan should indicate key tasks and activities. All deliverables as per section 3.3 must be addressed.

5. TECHNICAL AND PRICE EVALUATION CRITERIA

5.1 In accordance with the NHBRC Supply Chain Management Policy, the bid evaluation process shall be carried out in three (3) stages namely:

Stage 1: Compliance check of Mandatory Requirements;

Stage 2: Functional Evaluation; and

Stage 3: Price and Preference Points

Stage 1: Compliance check of Mandatory Requirements

As per SCM Mandatory Checklist

Stage 2: Functionality in terms of the set technical evaluation criteria

Bids must fully comply with all the Mandatory Requirements for the **Stage 1: Compliance check of Mandatory Requirements** in order to qualify for **Stage 2: Functional Evaluation** and those bids which fail to comply with all the requirements of Stage 2 will be invalidated or disqualified from the process.

The following values will be applicable when evaluating the bid

5=Excellent 4=Very good 3= Good 2= Average 1= Poor 0= Non-compliance

Item No	Evaluation Criteria		Weight
1.1	Experience	This section 1.1 assesses the active participation of the bidder in experience of projects related to the supply, and maintenance of Multi-functional Devices and Printers	
	Projects	i. The bidder in his proposal must demonstrate the number of Similar Projects that has been undertaken (whether current or previous). A detailed client listing must be provided. <ul style="list-style-type: none"> • 0 – 3 Projects Score = 0 • 3 - 5 Projects Score = 3 • More than 5 Projects: Score = 5 	20 points
	References	iii. Client Reference Letters Points will be allocated as follows: <ul style="list-style-type: none"> • 0 letters provided Score = 0; • 1-3 letters provided Score = 2; • 3-5 letters provided Score = 4; • More than 5 Letters Score = 5 <p><i>These points will be awarded based on information</i></p>	25 points

		<i>provided by the bidder and the 'happy' letter signed by the client. NHBRC reserves the right to contact the client to obtain further information. The letter must be an Original or certified copy.</i>	
1.2	Project Proposal	This section 1.3 will assesses the bidder's quality of the project proposal	
		<p>i. Quality of Project Proposal</p> <p>Provision of a sound project proposal that clearly demonstrates the service required by NHBRC. The proposal must address all the minimum specifications listed in paragraphs 3.3.15 and 3.3.16</p> <p>Points are allocated based on the technical panel's assessment of the adequacy of the proposal.</p> <p>Rating scale:</p> <p>5=Excellent 4=Very good 3= Good 2= Average 1= Poor 0= Non-compliance</p>	40 points
	Lead Times	<p>ii. Service provider to indicate lead times for delivery and installation on Annexure B</p> <p>More than 30 Days: Score = 0</p> <p>Within 30 Days: Score = 5</p>	15 Points

5.2 Technical (Functional) Assessments' minimal acceptable requirements:

TOTAL SCORE = 100

After considering the functional pre-qualifying criteria, a bidder is considered to have passed Stage 2 (Functional Requirements) if the TOTAL score is equal to, or greater than 70 points

Stage 3: Price and Preference Points Evaluation

Only bids that achieve minimum qualifying score (**70 points**) for **Stage 2 (Functional Requirements)** will be evaluated further.

The contract will be awarded in terms of Regulations 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Preferential Procurement Regulations, 2011 and bids will be adjudicated in terms of a (90/10) preference point system in terms of which points are awarded to bidders on the basis of:

90/10 Preference point system (for acquisition of services, works or goods with a Rand value more than R1million) (all applicable taxes included)

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

Where;

P_s = Points scored for comparative price of bid or offer under consideration

P_t = Comparative price of bid or offer under consideration

P_{min} = Comparative price of lowest acceptable bid or offer.

The points scored will be rounded off to the nearest two decimal places.

The points will be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

BBBEE Level	90/10
Level 1	10
Level 2	9
Level 3	8
Level 4	5
Level 5	4
Level 6	3
Level 7	2
Level 8	1
Non-Compliant Contributor	0

The points scored for price will be added to the points scored for B-BBEE status level to obtain the Bidders total points scored out of 100 points.

NB: Prices must be fixed for duration of the contract.

6. RFP SUBMISSION INSTRUCTIONS

- 6.1 All RFP documents must be sealed in a clearly marked envelope and deposited into the tender box at the **NHBRC HEAD OFFICE: 5 LEEUWKOP ROAD, SUNNINGHILL, JOHANNESBURG**

7. AVAILABILITY OF THE RFP DOCUMENT

- 7.1 Bid documents can be downloaded on the NHBRC Website (www.nhbrc.org.za/current-tenders) from the **15 August 2016**.
- 7.2 There will be a compulsory briefing session that will be held on the 23 August 2016 at 11h00 am at the **NHBRC HEAD OFFICE AUDITORIUM BOARDROOM 2: 5 LEEUWKOP ROAD, SUNNINGHILL, JOHANNESBURG**

8. RFP CLOSING DATE

- 8.1 Bid documents should be marked for Attention: Supply Chain Manager, and deposited into the Bid boxes at the NHBRC National Office, 5 Leeuwkop Road, Sunninghill on or before the **09 September 2016 at 11h00 am**. No emailed or faxed Bids will be accepted. The Bid document should be supplied in a sealed envelope and clearly marked (**Copy or Original**) with the Bid number and the full name of the service provider(s).
- 8.2 **No late submissions will be accepted.**

9. VALIDITY PERIOD OF BIDS

- 9.1 All bids submitted by the bidders must be valid for a period of 90 days from the closing date specified above.

10. ENQUIRIES SHOULD BE DIRECTED TO BOTH:

- 10.1 The administrative enquiries may be directed to:

Department: Supply Chain Management

Contact Person: Ricardo Francis

E-mail address: ricardof@nhbrc.org.za

11. SUBMISSIONS OF PROPOSALS

- 11.1 Submission of bid MUST include **one** (1) original and **three** (03) copies of the proposals in a clearly marked (**Copy or Original**) envelope and deposited into the Bid box.
- 11.2 All costs and expenses incurred by the Bidder relating to the participation in, and preparation of this proposal process shall be borne by the Bidder exclusively. All documentation and manuals

submitted in respect of this RFP shall be retained by NHBRC, whether or not the proposal is accepted.

12. SCM MANDATORY CHECKLIST

12.1 The following documents as listed below are required to be made available with the distribution of the RFP:

DOCUMENTS TO BE SUBMITTED			
No.		Please note; the items marked with an (X) are mandatory requirements and failure to meet the requirements will result in your bid being disqualified.	Yes/No
1.	X	SBD1 Invitation to bid which must be signed and thoroughly completed.	
2.	X	SBD2 Tax Clearance Certificate which must be valid.	
3.	X	SBD 3.1 Pricing schedule and Annexure H	
4.	X	SBD 4 Declaration of interest must be signed and thoroughly completed.	
5.	X	SBD 6.1 Preference claim form must be signed and thoroughly completed regardless if points are claimed or not.	
8.	X	SBD 8 Declaration of Bidder's past supply chain management practices must be signed and thoroughly completed.	
9.	X	SBD 9 Certificate of independent bid determination must be signed and thoroughly completed.	
10.		General Conditions of the contract (GCC).	
11.	X	Certified Distributor Of Multi-Functional Devices and Printers (Please attach certification)	
12.	X	Audited Financial Statements for the last three(03) Financial Years, This will be used to determine the bidders Financial stability	
13	X	Fully Completed and Compliant Annexure A	
14	X	Fully Completed Annexure C which is complaint with maximum acceptable distances i.e 50KM or less from Regional and 200KM or less from Satellite Office Google Maps will be used to measure these distances.	
15	X	Fully completed Annexure F	

ANNEXURE-A (MFP REQUIREMENTS TABLE)

MFP Specifications					Compliance	
Printer Functionality	Desktop Printer	Standard Printer	High Functionality Printer	Large Format Scanner	Comply	Not Comply
Paper Finish:						
Monochrome	Required	Required	Required	Required		
Colour	Required	Required	Required	Optional		
Page Size:						
A3	Optional	Required	Required	Optional		
A4	Required	Required	Required	Optional		
A0	N/A	N/A	N/A	Required		
Printing:						
Simplex	Required	Required	Required	Required		
Auto Duplex	Required	Required	Required	Optional		
Resolution	100-600 DPI	100-1200 DPI	100-1200 DPI	100-600 DPI		
Remote spooling (Mobile)	Optional	Required	Optional	Optional		
Max Print speed mixed	>=30ppm	>=30ppm	>=70ppm	>=4ppm (A0)		
Scanning:						
Scan to email	Required	Required	Required	Required		
Scan to folder	Required	Required	Required	Required		
Resolution	100-600 DPI	100-600 DPI	100-600 DPI	100-600 DPI		
Feeding	Auto	Auto, Duplex	Auto, Duplex	Auto Optional		
Formats	PDF, PDF-A, JPEG	PDF, PDF-A, JPEG	PDF, PDF-A, JPEG	PDF TIFF		

				JPEG		
Colour	BW, Colour	BW, Colour	BW, Colour	BW, Colour		
Size	Auto, A5-A4	Auto, A5-A3	Auto, A5-A3	A1, A0		
Scan Speed	>=30ppm	>=30ppm	>=70ppm	>=4ppm (A0)		
FAX:						
Cloud Faxing	Required	Required	Required	N/A		
Paper Sources:						
A4	Required	Required	Required	Optional		
A3	Optional	Required	Required	Optional		
A0	N/A	N/A	N/A	Required		
2-3 Extra trays	Optional	Required	Required	Optional		
Capacity	200	200+	200+	Optional		
Weight	Standard	Standard, Special	Standard, Special	Standard		
Interface:						
USB 2.0 +	Required	Required	Required	Required		
Ethernet 10 base	Required	Required	Required	Required		
Wireless IEEE 802.11 a/g/c	Optional	Optional	Optional	Optional		
Ecology:						
Sleep mode	Required	Required	Required	Required		
Low Power on standby	Required	Required	Required	Required		
Spool Retention	Optional	7 Days minimum	2 Days minimum	Optional		
Follow-me Printing	Optional	Required	Required	Required		
Finishing:						
Staple finishing (left, right corner. Booklet)	Optional	Required	Required	N/A		

Hole, 2,3,4	Optional	Required	Required	N/A		
Sorting Trays	Optional	Required	Required	N/A		
Collating	Optional	Required	Required	N/A		
Internal Sort	Optional	Required	Required	N/A		
Advanced Finisher	Not Required	Not Required	Required (Z-Sheet folder and booklet binding)	N/A		
Copier:						
Multiple copies	Optional	Required	Required	Required		
Zoom Facility	Optional	Required	Required	N/A		
Management						
PIN Control Access	Required	Required	Required	Required		

ANNEXURE-B (LEAD TIME TO SUPPLY)

Bidders must complete the table below with the expected lead time to deliver the printers. (From date of order until delivery of the last unit is completed)

Lead Time Specified In Weeks to Deliver Printers				
Office Location	Desktop Unit (No of Weeks)	Standard Unit (No of Weeks)	Large Volume Unit (No of Weeks)	Specialised A0 Unit (No of Weeks)
Head Office (Sunninghill) / Gauteng Central (Sunninghill)				
KwaZulu Natal(Durban) – Regional				
Western Cape (Cape Town) – Regional				
Eastern Cape (Port Elizabeth) – Regional				
North West (Rustenburg) – Regional				

Lead Time Specified In Weeks to Deliver Printers				
Office Location	Desktop Unit (No of Weeks)	Standard Unit (No of Weeks)	Large Volume Unit (No of Weeks)	Specialised A0 Unit (No of Weeks)
Limpopo (Pietersburg) – Regional				
Mpumalanga (Nelspruit) – Regional				
Pretoria (Pretoria) – Regional				
Free State (Bloemfontein) – Regional				
Shelly Beach				
New Castle				

Lead Time Specified In Weeks to Deliver Printers				
Office Location	Desktop Unit (No of Weeks)	Standard Unit (No of Weeks)	Large Volume Unit (No of Weeks)	Specialised A0 Unit (No of Weeks)
East London				
George				
Northern Cape (Kimberly)				
Klerksdorp				
Tzaneen				
Bela Bela				

Lead Time Specified In Weeks to Deliver Printers				
Office Location	Desktop Unit (No of Weeks)	Standard Unit (No of Weeks)	Large Volume Unit (No of Weeks)	Specialised A0 Unit (No of Weeks)
Witbank				
Bethlehem				
Mafikeng				
Eric Molobi Innovation Hub (Soshanguve)				
Thulemela				

ANNEXURE-C (OFFICE LOCATIONS AND ADDRESS)

#	OFFICE	Address *A	Bidders Support Office *B	Distance between A and B in KM's
1	Head Office (Sunninghill) / Gauteng Central (Sunninghill)	5 Leeuwkop Road Sunninghill, Johannesburg		
2	KwaZulu Natal(Durban) – Regional	Suite 502 Fifth Floor The Marine Building 22 Dorothy Nyembe Street Durban		
3	Western Cape (Cape Town) – Regional	Ground Floor South Barinor Vineyards Vineyards Office Estate 99 Jip De Jager Drive Bellville		
4	Eastern Cape (Port Elizabeth) – Regional	40 Pickering Street Newton Park Port Elizabeth		
5	North West (Rustenburg) – Regional	North Block No 28 67 Brink Street Rustenburg		
6	Limpopo (Pietersburg) – Regional	Suite 202 Gabbles Building 81 Hans Van Rensburg Street Polokwane		
7	Mpumalanga (Nelspruit) – Regional	Suite 201 Medcen Building 14 Henshal Street Nelspruit		
8	Pretoria (Pretoria) – Regional	524 Sancardia Shopping Centre Corner Church & Beatrix Street Pretoria		
9	Free State (Bloemfontein) – Regional	Unit 4 Hydro Park 98 Kellner Street Westdene Bloemfontein		

#	OFFICE	Address *A	Bidders Support Office *B	Distance between A and B in KM's
10	Shelly Beach	Shop 13 TradeWinds 786 Portion Phase 1 Marine Drive Shelly Beach		
11	New Castle	Suite 3 1st Block A 2 Whyte Street Newcastle		
12	East London	8 Princes Road Vincent East London		
13	George	1st Street 14 Fairview Office Park George 6259		
14	Northern Cape (Kimberly)	13 Bishops Avenue Block B Sanlam Business Complex Kimberley		
15	Klerksdorp	OfficeNo. 174, First Floor Sanlam Park Building 29 President Kruger Street Klerksdorp		
16	Tzaneen	Docex 7 Tzaneen 61F Bert Booysen Street Off Boundart Street Tzaneen		
17	Bela Bela	18 Sutter Ave Warmbad		
18	Witbank	Block 5C D First Floor Burea de Paul Business Park Route N4, Corridor Crescent Witbank		

#	OFFICE	Address *A	Bidders Support Office *B	Distance between A and B in KM's
19	Bethlehem	6A Corner President Boshoff & Bruwer Strs Bethlehem 9700		
20	Mafikeng	Mega City Shopping Centre Cnr Sekame & Dr James Moroka Drive Shop No 38 Mmabatho		
21	Eric Molobi Innovation Hub (Soshanguve)	Block XX Eric Molobi Training Centre Innovation Hub 224 Juventos Street, Thorntree View, Soshanguve A. Pretoria East		
22	Thulemela	Room 105 First Floor Municipality Old Agriven Building ext. Civic Centre Thulamela Municipality		

ANNEXURE-D (COMPANY PROPOSALS)

Bidders must complete the company prospectus below or attach in the annexure and then make reference to it.

ANNEXURE-E (CLIENTS REFERENCE LETTERS)

Bidders must submit reference letters with reference to the successful completion of similar projects as per the NHBRC requirements in the format below: It is requested atleast five (05) letters to be submitted.

Name of project:

Name of Client:

Client Contact Details

Contact person:

Role in Project:

Contact Tel No:

Contact Cell:

Project Start Date:

Project Completion Date:

Contract Amount (incl. VAT):

Summary of Project (maximum 200 words).

Note: Please attach letter on company letter head from the client indicating success of the project as per the client's brief.

ANNEXURE-F (RELOCATION COSTS FOR PRINTERS)

Bidders must complete to the relocation cost for the printers in the table below. Bidders must note that during the duration of the contract it may be necessary to relocate the printers. This may be within the same office or in a new office location should the office be relocated.

Note: All pricing must be VAT inclusive

Costs for the relocation of printers			
	Travel Costs (R/Km)	Time and Material (R)	Other Costs (R)
Within The Same Office			
New office location			

ANNEXURE-G (PRINTER REQUIREMENTS AT EACH OFFICE LOCATION)

The table below list the printer type, location and number of each printer required per office.

Province	Location	Printer Type	Number Required
Eastern Cape	East London (Satellite)	Standard Unit	2
	Port Elizabeth (Regional)	Desktop Unit	1
		Standard Unit	2
		Specialised A0 Unit	1
Free State	Bethlehem (Satellite)	Standard Unit	1
	Bloemfontein (Regional)	Standard Unit	1
		Specialised A0 Unit	1
Gauteng	Shoshanguve (Satellite)	Standard Unit	2
	Sunninghill (Regional)	Standard Unit	3
		Specialised A0 Unit	1
	Tshwane (Satellite)	Standard Unit	2
Head Office	Sunninghill	Desktop Unit	11
		Standard Unit	10
		High Volume Unit	1
		Specialised A0 Unit	1
KZN	Durban (Regional)	Standard Unit	1
		Specialised A0 Unit	1
	Newcastle (Satellite)	Standard Unit	1
	Shelly Beach (Satellite)	Standard Unit	1
Limpopo	Bela-Bela (Satellite)	Standard Unit	1
	Tzaneen (Satellite)	Standard Unit	1
	Polokwane (Regional)	Standard Unit	2
		Specialised A0 Unit	1
	Thulamela	Desktop Unit	1
Mpumalanga	Nelspruit (Regional)	Standard Unit	1
		Specialised A0 Unit	1
	Witbank (Satellite)	Standard Unit	1
North West	Klerksdorp (Satellite)	Standard Unit	1
	Mafikeng (Satellite)	Standard Unit	1
	Rustenburg (Regional)	Standard Unit	2
		Specialised A0 Unit	1
Western Cape	Bellville (Regional)	Standard Unit	2
		Specialised A0 Unit	1
	George (Satellite)	Standard Unit	1
Northern Cape	Kimberley (Regional)	Standard Unit	1
		Specialised A0 Unit	1
Mobile Offices	Mobile	Desktop Unit	2

Printer Totals		
Total Printers Per Device	Desktop Unit	16
	Standard Unit	39
	High Volume Unit	1
	Specialised A0 Unit	10
<u>Total Printers</u>		<u>66</u>

ANNEXURE-H (PRICING TABLE)

Pricing Table: Bidders must comply with the following requirement when calculating their price. **Note: All prices must be inclusive of VAT.**

Criteria	Desktop Unit	Standard Unit	High Volume Unit	Specialised A0 Unit
Fixed Price Year-1 *A				
Fixed Price Year-2 *B				
Fixed Price Year-3 *C				
Fixed Interest Rate Per Unit (%)				
Total Rental Cost *(A+B+C) x number of units.				
Cost Per Additional Unit				

Note:

Number of units per unit type is defined in the table on the next page.

The total cost for the units with the total cost below must be the cost carried forward to the SBD form as your total bid price.

Worst Case Scenario Calculations per month

Bidders must complete the table below as an indication of the estimated monthly maintenance cost for printing. The total assumed pages is an estimate and may vary from month to month.

Maintenance Cost Calculation for Printers Based on Cents per Page				
Unit Size and Paper Finish	Number of Units Required *A	Total Pages Assumed Per Unit *B	Cents per page *C	Total for all units *(A x B x C) in R/C
Desktop Unit (Black & White)	15	600 pages		
Desktop Unit (Colour)	15	500 pages		
Standard Unit (Black & White)	39	7,000 pages		
Standard Unit (Colour)	39	5,000 pages		
High Volume Unit (Black & White)	1	29,000 pages		
High Volume Unit (Colour)	1	21,000 pages		
Specialised A0 Unit	10	100 A0 pages		
Total Cost - Estimated Monthly Maintenance for All units **D				
Total Cost for the period of 36 months (Calculate 36 x **D)				

ANNEXURE-I (PROPOSED THIRTY-SIX (36) MONTH CONTRACT

Bidders must complete and attach the Thirty-six (36) month contract as Annexure-I.

ANNEXURE-J (AUDITED ANNUAL FINANCIAL STATEMENTS TO BE SUBMITTED IN THE LAST THREE (3) FINANCIAL YEARS)

Bidders must complete below audited annual financial statements for the last three (3) financial years or attach them and make reference to them below.

ANNEXURE-K (TRAINING AND SKILLS TRANSFER REQUIREMENTS)

Bidders must complete in the format below with proposed training and skills transfer plan.

Training and Skills Transfer Plan			
Course/Training Module	Detail	Audience	Duration

TENDER ADVERT

The National Home Builders Registration Council (NHBCR) would like to invite the competitive bids for the following services.

Bid Number: NHBCR 15/2016

Description: Request for proposals for the appointment of a suitable service provider for the supply, implementation and maintenance of multi-functional printers for the NHBCR for a period of thirty six (36) months.

Compulsory briefing session: **Date:** 23 August 2016 at 11h00am.
Address: NHBCR Head Office, 5 Leeuwkop road, Sunninghill, Gauteng.
Preferential Principle: 90/10. **Closing date:** 09/09/2016 at 11:00am.

Collection of documents: Bid documents are obtainable from NHBCR website (www.nhbc.org.za/current-tenders). Administration enquiries regarding specifications may be directed to Mr Ricardo Francis at (011) 317 0273 - E-mail: mphasak@nhbc.org.za. **Closing venue:** Bids must be placed in the tender box at the NHBCR Head Office: 5 Leeuwkop Road, Sunninghill, Johannesburg.

NATIONAL HOME BUILDERS
NHBCR
REGISTRATION COUNCIL