

NATIONAL HEALTH LABORATORY SERVICE (NHLS)

REQUEST FOR QUOTATIONS

**You are hereby invited to submit Quotation for the requirements of
National Health Laboratory service**

RFQ number:	RFQ: KZN 06072020	
Closing date:	10 July 2020	
Closing time:	11:00AM	
RFQ validity period:	6 months (commencing from the RFQ Closing Date)	
Important	Please complete the document in full	
RFQ Description:	Provision of decontamination deep cleaning and sanitization of NHLS laboratories in KZN	
		Hand Delivered at:
		NHLS, 149 Prince Street, Durban (in the quotation box at reception)

For more information, / technical queries email:

pree.ganpath@nhls.ac.za

Tel-031-327 6731

This RFQ is subject to the general conditions of the RFQ, National Treasury's general conditions of contract (GCC) and, if applicable, any other special conditions of contract (SCC).

The following particulars must be furnished
--

Information of the Bidder

Name of bidder	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Cell number	
E-mail address	
Postal address	
Physical address	
CSD registration number	

I certify that the information furnished on this form is true and correct.

I further accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of bidder (duly authorised)

Signature of bidder

Date

Capacity under which this RFQ is signed

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TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

- This document may contain confidential information that is the property of the NHLS and the Client. NHLS
- No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from NHLS Ltd and the Client.
- All Copyright and Intellectual Property herein vests with NHLS and its Client.
- Late and incomplete submissions will not be accepted.
- Price Declaration must be completed, and Should the total RFQ prices differ, the one indicated on the price declaration shall be considered the correct price.
- Any bidder who has reasons to believe that the RFQ specification is based on a specific brand must inform NHLS before RFQ closing date.
- Bidders are required to submit a valid Tax Clearance Certificate and Tax clearance verification PIN, Failure to submit the Tax Pin and valid Tax Clearance Certificate will result in the invalidation of this RFQ.

It is the responsibility of the bidder to ensure that NHLS is in possession of the bidder's valid Tax Clearance certificate. The onus is on the bidder to ensure that NHLS receives a valid Tax Certificate as soon as the validity of the said certificate expires.

A compulsory/non-compulsory pre-proposal RFQ/site meeting will be conducted at **NOT APPLICABLE**

- for a period of ± hours. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.
- A Certificate of Attendance in the form attached hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFQ briefing.

Respondents arriving after the allocated time of the briefing session and failing to attend the compulsory RFQ/Site briefing will be disqualified

- No services must be rendered or goods delivered before an official NHLS Purchase Order form has been received.
- This RFQ will be evaluated in terms of the 80/20 preference point system prescribed by the Preferential Procurement Regulations, 2011.
- All questions regarding this RFQ must be forwarded to the buyer within 24 hours after the RFQ has been issued.
- It is the responsibility of the bidder to ensure that its response reaches NHLS on or before the closing date and time of the RFQ.

FOR HAND DELIVERIES OF RESPONSES, PLEASE SUBMIT THE RFQ DOCUMENT TO NHLS MAIN RECEPTION IN THE RFQ BOX.

The Bidder accepts the above terms and conditions and the General Conditions of Contract attached in Annex G .	Accept	Do not accept

2. RESPONSE FORMAT

2.1 BIDDERS SHALL SUBMIT PROPOSED RESPONSE IN ACCORDANCE WITH THE SPECIFIED BELOW. FAILURE TO DO SO SHALL RESULT DISQUALIFICATION THE BIDDER'S RESPONSE.

- 2.2 **Schedule Index**
- 2.2.1 **Schedule 1:** RFQ document
- 2.2.2* **Schedule 2: valid Tax Clearance Certificate and Tax verification PIN**
- 2.2.3 **Schedule 3:** Price (Submit the price **in a sealed envelope.**)
- 2.2.4 **Schedule 4:** Preferential Procurement Claim form and the **Certified copy of the B-BBEE Status Level Verification Certificate (SBD 6)**
- 2.2.5 **Schedule 5:** Declaration of interest **(SBD 4)**
- 2.2.6 **Schedule 8:** Declaration of Bidders' past supply chain practices **(SBD 8)**
- 2.2.7 **Schedule 7:** Certificate of independent bid determination **(SBD 9)**
- 2.2.8 **Schedule 8:** General Conditions of Contract
- 2.2.9 **Schedule 9:** Local Content Declaration of the Local Content designated **(SBD 6.2)**
- 2.2.10 **Schedule 10:** Attendance for a compulsory briefing session, if applicable

1.ADMINISTRATIVE COMPLIANCE

The following will be used to evaluate bids administratively:

- Fully completed and signed SBD4
- Submission of and valid tax clearance and Tax Verification Pin
- Proof of registration on Central Supplier Database (CSD)

- Preferential Procurement Claim form
- Copy of the B-BBEE Verification Certificate(s) issued by an authorised body or person, or a sworn affidavit prescribed by the B-BBEE Codes of Good Practice.
- The service providers to have agree with NHLS general contract terms conditions

1.2 Next step of evaluation is the “technical” or so called “functional” evaluation which

is purely based on NHLS specifications and Scope of Work. NHLS end-user department (who *requested the RFQ*), Procurement Services, Finance and subject specialists are part of the Cross Functional Evaluation Team (CFET) meeting which is chaired by the Procurement Officer Functionality is the technical evaluation of the bidders’ proposal.

Should functionality be included in the RFQ as a threshold, the RFQ document must clearly state the minimum score to be achieved if bidders are to be further evaluated on price and preference. Responses that do not meet the threshold for technical will not progress further.

(if applicable)

1.3 The final stage of evaluation is done after the CFET has reached their verdict and is done by NHLS Procurement Services. B-BBEE score (commercial evaluation) is added in order to get the final order of merit for the bidders being evaluated.

1.3.1 The evaluation of the Proposal shall be based on the price and B-BBEE scorecard

Price points	80
B-BBEE status level contribution	20
Total	100 points

2. Scope of Work

#	<u>Provision of decontamination ,deep cleaning and sanitization of laboratories in KZN</u>	Comply Yes or No
1.	Company must be certified by the South African Institute of Occupational Safety and health to do the task-Provide proof of registration.	
2.	Provision of a certificate after the task is complete	
3.	Service is for the period of six months as and when required(The frequency cannot be established.)	
4.	The decontamination must be done urgently on call with high priority(Same day service including weekends)	
5.	Pricing must include the travelling cost for the laboratory as per the spreadsheet	

Name of Supplier

Name of Authorized Official

Signature of Official

Date: _____

BUSINESS UNITS AND LABORATORIES						Squa re Meter	Pri ce
BUSINESS UNITS AND LABORATORY	NAME	CONT ACT NO.	CELL	E-MAIL ADDRESS	PYSICAL ADDRESS		
<u>Inkosi Albert Luthuli Hospital (IALCH)</u>				-			
IALCH – Chemical Pathology	Mrs Seshini Nagesur	031 240 2570 / 69	073 492 1892	<u>seshini.nagesur@nhls.ac.za</u>	IALCH - 800 Bellair Road Mayville, 4058	1690	
IALCH – Haematology	Ms Jackie S. Dlamini	031 240 2682 / 69	083 404 6550	<u>sibologile.dlamini@nhls.ac.za</u>	IALCH - 800 Bellair Road Mayville, 4058	3920	
IALCH – Microbiology	Ms Rita Balakistan	031 240 2769/ 70/77 0	083 384 4848	<u>rita.balakistan@nhls.ac.za</u>	IALCH - 800 Bellair Road Mayville, 4058	3920	
IALCH – Virology	Mr. Malcolm Ellapen	031 240 2794	083 451 9767	<u>malcolm.ellapen@nhls.ac.za</u>	IALCH - 800 Bellair Road Mayville, 4058	3920	
IALCH – Cytology	Mr. Elias Mathaba	031 240 2627	083 959 9780	<u>elias.mathaba@nhls.ac.za</u>	IALCH - 800 Bellair Road Mayville, 4058 Cytology Lab, Level 3	3920	
IALCH – Anatomical Pathology / Histology	Mr. Dinesh Sookhdeo	031 240 2724/ 34	083 560 1324	<u>dinesh.sookhdeo@nhls.ac.za</u>	IALCH - 800 Bellair Road Mayville, 4058	3920	
<u>King Edward hospital (KEH)</u>				-			
KEH – Chemistry Pathology	Ms Nokukhanya Mthethwa	031 205 6810	073 339 4470	<u>nokukhanya.mthethwa@nhls.ac.za</u>	KEH - Gate No. 2, Francios Road, Congella 4013	1200	
KEH – Haematology	Mrs P.Thanido. Longwe	031 205 6564	073 488 7147	<u>thanido.longwe@nhls.ac.za</u>	KEH - Gate No. 2, Francios Road, Congella 4013	1200	

K.E.H - Microbiology	Ms Bukiswa Bungane	031 360 3189	076 157 3034	bukiswa.bungan@nhls.ac.za	KEH - Gate No. 2, Francios Road, Congella 4013	1200	
K.E.H. - Laboratory Support	Mrs Linda Langa	031 205 6812	083 696 1996	Linda.Langa@nhls.ac.za	KEH - Gate No. 2, Francios Road, Congella 4013	1200	
ETHEKWINI BUSINESS UNIT (Business Manager)	Mrs. Hlengiwe Dlamini	031 32767 01	082 324 4564	daphney.dlamini@nhls.ac.za	NHLS, 149 Prince Street, South Beach, Durban, 4001		
Addington	Mrs Nelisiwe Gumede	031 327 2463	076 776 7171	nelisiwe.gumede@nhls.ac.za	Addington Laboratory, 2nd Floor, Addington Hospital, 16 Erskine Terrace, South Beach, Durban, 4001	2250	
King Dinuzulu Hospital	Mrs Zola Brenda Shabalala	031 242 6077	060 318 5374	zola.shabalala@nhls.ac.za	King George V Hospital 76 Stanley Copley Road, Sydenham, 4000	250	
Prince Mshiyeni Memorial Hospital (P.M.M.H.)	Ms Zanele Mkhize	031 907 8334/ 8773/ 8226	083 473 2545	zanele.mkhize@nhls.ac.za	Prince Mshiyeni Pathology Laboratory, Number 2 Mangosuthu Highway, Umlazi, 4031	915	
R K Khan	Mrs Somaganthi Nair	031 459 6296 / 6294	082 868 0833	somaganthi.nair@nhls.ac.za	RK Khan Laboratory, 336 R.K. Khan Circle, Chatsworth, 4030.	900	
Wentworth	Ms Geetha Lakan,	031 451 5004	078 003 4503	geetha.lakan@nhls.ac.za	Wentworth Laboratory, 1	350	

					Boston Road, Wentworth, 4052		
Mahatma Ghandhi Memorial Hospital (M.G.M.H.)	Mr. Sukan Marrimuthu	031 539 6290	082 923 0910	sukan.marrimuthu@nhls.ac.za	NHLS Laboratory - Mahatma Ghandi Memorial Hospital - 100 Phoenix Highway, Mount Edgecombe, 4068	229	
Osindisweni	Mr. Harichander Ramgunn	032 541 9200/36	083 524 7561	harichander.ramgunn@nhls.ac.za	NHLS Laboratory Osindisweni Hospital Oakford Road, Verulam, 3200	320	
KwaMashu Community Health Centre	Pearl Mngadi	031 503 2700 / 2841	073 337 6068	prearl.mngadi@nhls.ac.za	KwaMashu Community Health Centre, P 61 Mkhawane Road, KwaMashu, 4360	15	
Public Health	Mrs Esther Pillay	031 327 6743	083 231 3684	esther.pillay@nhls.ac.za	NHLS Building, 3rd Floor, 149 Prince Street South Beach, Durban 4001	2500	
Kokstad	Ms Zama Mgenge	039 797 8147	073 337 6068	zama.mgenge@nhls.ac.za	Elliot Street, Kokstad, 4700	125	
Rietveli	Mr Lungani Mazibuko	039 260 0017	078 262 6378	lungani.mazibuko@nhls.ac.za	Stafford Post . Umzimkhulu	50	
Christ the King	Ms Patience Ngcobo	039 834 7522	072 589 5068	patience.ngcobo@nhls.ac.za	Peter Hauff Drive, Ixopo, 3276	75	
St Apollinaris	Ms Gugu Sibiya	033 342 2876	063 2769 152	gugu.sibiya@nhls.ac.za	Centocow Mission Centocow	105	
Scottburgh	Ms Slindile Dladla	039 978	076 896	slindile.dladla@nhls.ac.za	Scottburgh	125	

		7040	3832		Laboratory, CJ Crookes Hospital, 1 Hospital Road, Scottburgh, 4180		
Port Shepstone	Ms Thembisile Cele	039 688 6114/3	071 839 2526	thembisile.cele@nhls.ac.za	Port Shepstone Laboratory, Bazley Street, Port Shepstone 4240	161	
Murchison	Melody Nzama	039 687 7950	083 743 2629	melody.nzama@nhls.ac.za	Murchison Laboratory, Murchison Hospital, Main Port Shepstone, Harding Road	116	
St Andrews	Mr Bhekisa Mbambo	039 433 1955	074 819 8941	bhekisa.mbambo@nhls.ac.za	St Andrews Laboratory, 14 Moodie Street, Harding, 4680	54	
Catherine Booth	Ms Bathabile Mayisela	035 331 9200	082 973 2867	bathabile.mayisela@nhls.ac.za	NHLS Laboratory, Catherine Booth Hospital, Kwa Khoza Reserve, Sugar Mill, Amatikulu, 3970	84	
Ekhombe	Ms Nomathemba Manyoni	035 834 8055	073 358 1529	nomathemba.manyoni@nhls.ac.za	Ekhombe Hospital, Kranskop	90	
Eshowe	Mrs Mamohloya Mokoka	035 473 4500	072 472 3823	mamohloya.mokoka@nhls.ac.za	Care of Eshowe Hospital, Kangalla Road, Eshowe, 3815	201	
Mbongolwane	Ms. Bongekile Nxumalo	035 476 6242	083 344 8158	bongekile.nxumalo@nhls.ac.za	Ntumeni Road, 3830	62	
Montebello	Ms. Ayanda Mafuze	033 506 0203 / 7030	076 535 441	ayanda.mafuze@nhls.ac.za	On Fawn Leas Road in Montebello	105	

Empangeni	Ms Stella Duma	035 907 7000/ 7146	082 315 5806	stella.duma@nhls.ac.za	NHLS Laboratory, Empangeni Hospital, 29 Union Street, Empangeni, 3880	276	
Ngwelezane	Mrs Faith Mchulu	035 794 2941	083 720 1494	faith.mchunu@nhls.ac.za	NHLS Laboratory Ngwelezane Hospital, Thanduyise Road, Ngwelezane, 3880	853	
Nkandla	Mrs Zama Mericia Zulu	035 833 5042	079 9716 719	mericia.zulu@nhls.ac.za	Mbatha Lane, Nkandla, 3855	60	
Untunjambili	Ms Nokulunga Sibiya	033 444 0818	079 879 9557	nokulunga.sibiya@nhls.ac.za	NHLS Laboratory, Untunjambili Hospital, (along Kranskop way) Private Bag X216, Kranskop, 3268	64	
St Mary's	Mrs Mamohloya Mokoka(acting)	035 450 8231	072 472 3823	mamohloya.mokoka@nhls.ac.za	Magwaza Hospital, Kwa Magwaza Road, Melmoth 3835	50	
Stanger	Ms Mantsha Mannya	032 552 2553	083 6635 5930	mantsha.mannya@nhls.ac.za	NHLS Laboratory Stanger Hospital Cnr of King Shaka, KwaDukuza, 4450	270	
Umphumulo	Ms Nokulunga Sibiya(acting)	032 481 4100	073 587 3285	nokulunga.sibiya@nhls.ac.za	NHLS Laboratory Umphumulo - R 74, 40km from Stanger to Kranskop, Maphumulo, 4470	105	
Applesbosch	Ms Nomfundo Dubazane	032 294	073 0265	nomfundo.dubazane@nhls.ac.za	Appelsbosch Mission	133	

		8006	461		Ozwantini 3242		
Edendale	Mr Venesh Rajkumar	033 398 3302	084 444 2570	venesh.rajkumar@nhls.ac.za	Edendale Main Road, Pietermar itzburg 3200	940	
Greys	Mr Benjamin Bond	033 345 2070	082 559 7007	benjamin.bond@nhls.ac.za	Townbush Road, Pietermar itzburg, 3201	400	
Northdale	Mr Praneel Budhu	033 397 0210 / 2502	082 803 5370	praneel.budhu@nhls.ac.za	NHLS - Northdale Hospital - Laborator y - Chota Motala Road, Pietermar itzburg	538	
Emmaus	Zodwa Mncube	036 488 1570	082 803 5370	zodwa.mncube@nhls.ac.za	Cathedral Peak Road, Winterton , 3340	88	
Estcourt	Nonkululeko Hadebe	036 342 7035	076 691 9892	nonkululeko.hadebe@nhls.ac.za	Hospital Road, Escourt, 3310	155	
Ladysmith	Sindile Zulu	036 637 2111 ext 427	083 646 8405	sindile.zulu@nhls.ac.za	36 Malcolm Road, Ladysmith , 3370	629	
Madadeni	Precious Nyathikazi	034 328 8124	083 982 2502	precious.nyathikazi@nhls.ac.za	Hospital Road, Madadeni Township	398	
Newcastle	Ntandoyenkosi Dlamini	034 328 0054	078 1423 335	ntando.dlamini@nhls.ac.za	4 Hospital Road, Newcastle , 2940	260	
Dundee	Nabira Chooto	034 212 1052	076 537 9759	nabira.chooto@nhls.ac.za	121 McKenzie Street, Provincial Hospital, Dundee, 3000	95	
Charles Johnson Memorial Hospital (CJM)	Joyce Zondo(acting)	034 271 0665	083 773 4888	joyce.zondo@nhls.ac.za	Cnr Babanang o Road & Hlubi Street, Nqutu, 3135	288	
Church of Scotland (COSH)	Nokuthula Manzi	033 493 0968	082 741 7148	nokuthula.manzi@nhls.ac.za	R33 off Dundee Road, Tugela Ferry	91	
Greytown	Mer Nkosinathi	033 413	082 850	nathi.mthethwa@nhls.ac.za	Bell Street Ext.,	320	

	Mthethwa	9427 / 9411	0885		Greytown, 3250		
Bethesda	Mr. Sthembiso Msweli	035 595 1161	083 231 0876	<u>sthembisomsweli@nhls.ac.za</u>	NHLS - Bethesda Laboratory, Bethesda Hospital, Main Road, Ubombo, 3970	109	
Hlabisa	Mr Philani Hadebe	035 838 1387	073 529 8913	<u>philani.hadebe@nhls.ac.za</u>	NHLS - Hlabisa Laboratory, Hlabisa Hospital, Hlabisa Hospital Road, Hlabisa, 3937	380	
Manguzi	Mr. Bongani M. Ndlovu	035 592 0209	073 877 2335	<u>maxwell.ndlovu@nhls.ac.za</u>	NHLS - Manguzi Laboratory, Manguzi Hospital, Manguzi Hospital Road, Kwangwanase 3973	72	
Mosvold	Mr. Sthembiso T.Ngubane	035 591 0205	082 427 5419	<u>sithembiso.ngubane@nhls.ac.za</u>	NHLS - Mosvold Laboratory, Mosvold Hospital, Ingwavuma Main Road, Ingwavuma, 3968	245	
Mseleni	Mrs. Mumsie Mbonambi	035 574 1004	083 744 9235	<u>mumsie.mbonambi@nhls.ac.za</u>	NHLS - Mseleni Laboratory, Mseleni Hospital, Mseleni Hospital Road, Mseleni 3967	46	
Benedictine	Mr Sibusiso Thabede	035 831 7098	072 8430 922	<u>sibusiso.thabede@nhls.ac.za</u>	Main Street, Nongoma, 3950	187	
Ceza	Mthobisi Mtshali	035 832 0346	076 567 5026	<u>mthobisi.mtshali@nhls.ac.za</u>	Ceza Farm, 3866	92	
eDumbe	Ms Lungile Nkabinde	034 995 1441	073 856 6675	<u>lungile.nkabinde@nhls.ac.za</u>	Stand no 463, Dumbe	16	

					Main Road, Paulpietersburg, 3180		
Itshelejuba	Mr Ayanda Sibiya	034 413 2542	078 062 8853	ayanda.sibiya@nhls.ac.za	N2 Phumphulo & Pietretief, 2380	336	
Nkonjeni	Ms Nompilo Shabalala(acting)	035 873 0107	082 0677 407	nompilo.shabalala@nhls.ac.za	Mahlabathini, Nkonjeni, 3865	65	
Vryheid	Mr. Mduduzi Zikalala	034 989 5346	079 191 2267	mduduzi.zikalala@nhls.ac.za	Coswald Brown Street, Vryheid, 3100	189	

No.	Mandatory Requirement	Comply	Not Comply
1	CSD FORM		
2	B-BBEE Certificate and/or Affidavit		
3	Tax Clearance Certificate and/or TAX Verification PIN		
4	<p>Local Content (If applicable)</p> <p>5.1 The bidder must complete and submit the SBD6.2 and Annexure C for Local Content</p> <p>If a bidder fails to meet the minimum stipulated threshold for local production and content will be considered an unacceptable tender.</p>		
5	Certificate of attendance of compulsory briefing session (if applicable)		
6	Mandatory Requirement (Applicable for Renovation)		
7	Letter of good standing (if applicable)		
8	Bidder must provide details and registration confirmation with CIDB in terms of the CIDB Act 38 of 2000. (Bidder must provide proof grading level 2GB)		
9	Bidders must provide at least 1 reference for a similar project less than R50 000 (Bidder must provide proof: a copy of the completion certificate OR reference letter of completed projects from previous clients, on the clients letterhead		
10	Bidders must provide at least 2 references for a similar project for more than R50 000 but less than R100 000 (Bidder must provide proof: a copy of the completion certificate OR reference letter of completed projects from previous clients, on* the clients letterhead.		
11	Bidders must provide at least 3 references for a similar project for more than R100 000 (Bidder must provide proof: a copy of the completion certificate OR reference letter of completed projects from previous clients, on the client's letterhead.		

2. INSTRUCTION TO BIDDERS

3.1 Price Declaration Form

Please indicate your total RFQ price here:
R_____ **(compulsory)**

PLEASE SEND A SEPARATE QUOTE ON YOUR LETTERHEAD

Important:

It is mandatory to indicate your total RFQ price as requested above. This price must be the same as the total RFQ price you submit in your pricing schedule. Should the total RFQ prices differ, the one indicated above shall be considered the correct price.

The following must be noted:

- All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).
- All prices must be firm and fixed from the tender closing date and for the duration of the contract
- All the consortium or joint venture partners must submit a complete set of the latest audited financial statements.
- All bidders must cost according to the costing template provided or this will lead to disqualification.
- The cost of delivery, labour etc. must be included in this proposal.
- Bidders must keep all items listed below in stock.

We undertake to hold this offer open for acceptance for a period of 90 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

RFQ Number

Name of bidder

.....

5.PREFERENTIAL PROCUREMENT CLAIM FORM SBD 6.1

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: Prior to 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.

GENERAL CONDITIONS

The following preference point systems are applicable to all Bids:

- 1.1 The following preference point systems are applicable to all bids:
- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value equal to above R30 000 and up to R50 million
 - the 90/10 system for requirements with a Rand value above R50 million and above including taxes:
- 1.3 Preference points for this bid shall be awarded for:
 - Price; and
 - Specific contract participation goals, as specified in the attached forms.
- 1.5. 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**
 - 2.1 "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
 - 2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
 - 2.3 "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;

- 2.4 **"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;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 **"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;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with annual total revenue of R5 million or less;
- 2.10 **"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;
- 2.11 **"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;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"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;
- 2.15 **"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;
- 2.16 **"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;
- 2.17 **"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
- 2.18 **"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 two (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. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
 - 4.1 Bidders other than EMEs 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.
 - 4.2 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.
 - 4.3 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. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
 - 5.1 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
 - 5.2 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 1.3.1.2 and 5.1**

7.1 B-BBEE Status Level of Contribution: _____ = _____ (maximum of 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 an Accounting Officer as contemplated in the CCA).

8 **Sub-contracting (Refer to paragraphs 5.7 and 5.8 above)**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

8.1.1.1 what percentage of the contract will be subcontracted?
_____ %

8.1.1.2 the name of the sub-contractor?

8.1.1.3 the B-BBEE status level of the subcontractor?

8.1.1.4 whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

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.

[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:

9.8.1 The information furnished is true and correct;

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

9.8.3 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;

9.8.4 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 –

9.8.4.1 disqualify the person from the bidding process;

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

9.8.4.3 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;

- 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 ten (10) years, after the *audi alteram partem* (hear the other side) rule has been applied; and forward the matter for criminal prosecution.

Witnesses:

1. _____

Signature(s) of bidder(s)

2. _____

Address: _____ **Date:** _____

TAX CLEARANCE REQUIREMENTS SBD 2

- 1 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.
- 2 In order to meet this requirement bidder 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.
- 3 SARS shall then furnish the bidder with a tax clearance certificate that shall be valid for a period of one (1) year from the date of approval.
- 4 The original tax clearance certificate must be submitted together with the Bid. Failure to submit the original and valid tax clearance certificate shall result in the invalidation of the Bid. Certified copies of the tax clearance certificate shall not be acceptable.
- 5 In Bids where Consortia / Joint Ventures / subcontractors are involved, each party must submit a separate tax clearance certificate.
- 6 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.
- 7 Applications for the tax clearance certificates may also be made via e-Filing. In order to use this provision, taxpayers shall need to register with SARS as e-Filers through the website www.sars.gov.za.

5.DECLARATION OF INTEREST SBD 4

Declaration of interest

1.1 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 declares his/her position in relation to the evaluating/adjudicating authority where:

1.1.1 the bidder is employed by the state; and/or

1.1.2 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.

1.2 In order to give effect to the above, the following questionnaire must be completed and submitted with the Bid.

Full name of bidder or his or her representative: _____

1.2.2 Identity number: _____

1.2.3 Position occupied in the company (director, trustee, shareholder) _____

Company registration number _____

Tax reference number _____

VAT registration number _____

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.

"State" means:

- 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);
- any municipality or municipal entity;
- provincial legislature;
- national Assembly or the national Council of provinces; or
- Parliament.

1.2.6.2 Any legal person, including persons employed by the state, 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:

1.2.6.2.1 the bidder is employed by the state; and/or

1.2.6.2.2 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.

- Full name of the bidder or his or her representative:
- Identity number:
- Position occupied in the company (director, trustee, shareholder²):
- Company registration number:
- 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 / personal numbers must be indicated in paragraph 3 below.

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

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:

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

If yes, did you attached proof of such authority to the Bid **YES / NO** document?

(NOTE Failure to submit proof of such authority, where applicable, may result in the disqualification of the RFQ.)

- If not, furnish reasons for non-submission of such proof:
-

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 other particulars:

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 other particulars:

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

2.10.1 If so, furnish other particulars:

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

2.11.1 If so, furnish other 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 GCC should this declaration prove to be false.

Signature

Date

Position

Name of bidder

SCHEDULE 9: Declaration Certificate for Local Production and Content for Designated Sectors (SBD 6.2)

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2 Regulation 8. (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:
$$LC = [1 - x / y] * 100$$

Where

x = is the imported content in Rand

y = is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

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

(Tick

applicable box)

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.
- 3.2 The relevant rates of exchange information is accessible on www.resbank.co.za.
- 3.3 Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

ANNEX C

Note: VAT to be excluded from all calculations

(C1) Tender No.:						
(C2) Tender description:						
(C3) Designated product(s):						
(C4) Tender Authority:						
(C5) Tendering Entity name:						
(C6) Tender Exchange Rate:	Pula		EU		GBP	
(C7) Specified local content %						

Tender item no's	List of items	Calculation of local content							Tender summary			
		Tender price - each (excl. VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)		Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)

Tender item no's	List of items	Calculation of local content							Tender summary			
		Tender price - each (excl. VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)		Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
(C20) Total tender value										R0		
(C21) Total Exempt imported content											R0	
(C22) Total Tender value net of exempt imported content											R0	
(C23) Total Imported content												R0
(C24) Total local content												R0
(C25) Average local content % of tender												

Signature of tenderer from Annex B: _____

Date: _____

Declaration of Bidders Past Supply Chain Practices SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- This Standard Bidding Document must form part of all Bids invited.
- 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.
- The Bid of any bidder may be disregarded if that bidder, or any of its directors have:
 - abused the institution's supply chain management system;
 - committed fraud or any other improper conduct in relation to such system; or
 - failed to perform on any previous contract.

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	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes	No
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 RSA) for fraud or corruption during the past five years?	Yes	No
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	No
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 SBD 9

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

1. 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). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
2. 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 authorises accounting officers and accounting authorities to:
 - 2.1 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.
 - 2.2 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.
3. 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.
4. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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)

- I have read and I understand the contents of this certificate;
- I understand that the accompanying bid will be disqualified if this certificate is found not to be true and complete in every respect;
- I am authorised by the bidder to sign this certificate, and to submit the accompanying bid, on behalf of the bidder;

- Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- For the purposes of this certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who:
 - 5.1 has been requested to submit a bid in response to this bid invitation;
 - 5.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3 provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - prices;
 - geographical area where product or service will be rendered (market allocation)
 - 5.4 methods, factors or formulas used to calculate prices;
 - 5.5 the intention or decision to submit or not to submit, a bid;
 - 5.6 the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 5.7 bidding with the intention not to win the Bid.
- 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.
- 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.
- 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

Js914w 2

Government Procurement: General Conditions of Contract – July 2011

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
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15. Warranty
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20. Subcontracts
21. Delays in the supplier's performance

- 22. Penalties
- 23. Termination for default
- 24. Dumping and countervailing duties
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of disputes
- 28. Limitation of liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of Bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or

order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organisation purchasing the goods.
- 1.22 "Republic" means the RSA.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2 **Application**

- 2.1 These general conditions are applicable to all Bids, contracts and orders including Bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, SCC are also laid down to cover specific supplies, services or works.
- 2.3 Where such SCC are in conflict with these general conditions, the special conditions shall apply.

3 **General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4 **Standards-**

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

• **Use of contract documents and information; inspection**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6 **Patent rights**

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

Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.3.2 a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9 Packing

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

10 Delivery and documents

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

11 Insurance

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

12 Transportation

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

13 **Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- 13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4 performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5 training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14 **Spare parts**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.1 such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - 14.1.2 in the event of termination of production of the spare parts:
 - 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2 following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 **Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination

indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 **Payment**

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

17 **Prices**

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

18 **Contract amendments**

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

19 **Assignment**

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

20 **Subcontracts**

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

21 **Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22 **Penalties**

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

23 **Termination for default**

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

- 23.1.1 if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- 23.1.2 if the Supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - 23.6.1 the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2 the date of commencement of the restriction
 - 23.6.3 the period of restriction; and
 - 23.6.4 the reasons for the restriction.
- 23.7 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.8 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more

than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24 **Anti-dumping and countervailing duties and rights**

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

25 ***Force majeure***

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26 **Termination for insolvency**

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

27 **Settlement of disputes**

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the

other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.5.2 the purchaser shall pay the supplier any monies due the supplier.

28 **Limitation of liability**

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

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

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

29 **Governing language**

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

30 **Applicable law**

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

31 **Notices**

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

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

32 **Taxes and duties**

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

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the SARSS.
- 33 **National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the DTI shall be applicable to all contracts that are subject to the NIP obligation.
- 34 **Prohibition of restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

The above General Conditions of Contract (GCC) are accepted by:

Name:	
Designation:	-
Bidder:	
Signature:	
Date:	

RFQ FOR THE SUPPLY/PROVISION OF

RFQ: KZN 06072020 –Provision of decontamination deep cleaning and sanitization of KZN Laboratories.

Section 5: CERTIFICATE OF ACQUAINTANCE WITH RFQ, TERMS & CONDITIONS & APPLICABLE DOCUMENTS

By signing this certificate, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, NHLS will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1	NHLS' General Bid Conditions*
2	NHLS' Terms and Conditions of Contract for the supply of Services to NHLS

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by NHLS' Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from any term or condition may result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid which they intend to respond on, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____