NATIONAL HEALTH LABORATORY SERVICE

REQUEST FOR QUOTATION

RFQ FOR SUPPLY AND INSTALL AIR CONDITIONER TO THE OFFICE OF COMPANY SECRETARY AT MAIN BUILDING AT SANDRINGHAM

(RFQ NO. 1865130)

CLOSING DATE AND TIME: 8 DECEMBER 2021 AT 11H00AM

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1   PART A Invitation to bid   **SBD 1**

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL HEALTH LABORATORY SERVICE (NHLS)					
BID NUMBER:	**RFQ NO: 1865130**	CLOSING DATE:	**8 DECEMBER 2021**	CLOSING TIME:	**11H00**
DESCRIPTION	**SUPPLY AND INSTALL AIR CONDITIONER TO THE OFFICE OF COMPANY SECRETARY AT MAIN BUILDING AT SANDRINGHAM**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
NHLS, No. 1 MODDERFONTEIN ROAD
SANDRINGHAM
RFQ Box

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**ALAOUDDEEN MUSLIM**	CONTACT PERSON	**Vincent Mavhungu**
TELEPHONE NUMBER	**011 555 0579**	TELEPHONE NUMBER	**011 885 5377**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**Alaouddeen.Muslim@nhls.ac.za**	E-MAIL ADDRESS	**Vincent.Mavhungu@nhls.ac.za**

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE			NUMBER		
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE			NUMBER		
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

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

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1.	**BID SUBMISSION:**

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2.	**TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………
(Proof of authority must be submitted e.g. company resolution)

DATE:……………………

2   TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

a)   This document may contain confidential information that is the property of the NHLS and the Client. NHLS

b)   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.

c)   All Copyright and Intellectual Property herein vests with NHLS and its Client.

d)   Late and incomplete submissions will not be accepted.

e)   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.

f)   Any bidder who has reasons to believe that the RFQ specification is based on a specific brand must inform NHLS before RFQ closing date.

g)   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.

h)   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.

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

j)   for a period of ± hours. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

k)   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.

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

m)   No services must be rendered or goods delivered before an official NHLS Purchase Order form has been received.

n)   This RFQ will be evaluated in terms of the 80/20 preference point system prescribed by the Preferential Procurement Regulations, 2017.

o)   All questions regarding this RFQ must be forwarded to the buyer within 24 hours after the RFQ has been issued.

p)   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.

PLEASE DO NOT SUBMIT RFQ RESPONSES IN THE TENDER BOX AS THE RFQ RESPONSES DEPOSITED IN THE TENDER BOX SHALL NOT BE CONSIDERED.

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

**NATIONAL HEALTH
LABORATORY SERVICE**

3   PRICING SCHEDULE

SBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder……………………………	Bid number: RFQ No: 1865130
Closing Time 11:00	**Closing date: 08 DECEMBER 2021**

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:		………………………….
-	At:		………………………….
			…………………………
-	**Brand and model**		………………………….
-	**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.

Price Declaration Form

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

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: ....

4   DECLARATION OF INTEREST

SBD 4

DECLARATION OF INTEREST

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

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

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

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

2.1   Full Name of bidder or his or her representative: …………………………………………………………….

2.2   Identity Number:………………………………………………………………………………………………...

2.3   Position   occupied   in   the   Company   (director,   trustee,   shareholder[2],   member): …….

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

2.5   Tax Reference Number: …………………………………………………………………………………………

2.6   VAT Registration Number: ……………………………………………………………………………………....

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

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

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

2.7   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:

…………………………………………………………

…………………………………………………………

…………………………………………………………

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

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

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

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

…………………………………………………………….

…………………………………………………………….

…………………………………………………………….

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

2.8.1   If so, furnish particulars:

…………………………………………………………..

…………………………………………………………..

…………………………………………………………...

2.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person 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	**YES/ NO**

of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

……………………………………………………………………….
……………………………………………………………………….
……………………………………………………………………….

Full details of directors / trustees / members / shareholders

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

DECLARATION

I, THE UNDERSIGNED (NAME)…………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…………………………………..   ..…………………………………………
        Signature   Date

………………………………….   ……………………………………………
        Position   Name of bidder

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

SBD 6.1

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

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

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

1.   GENERAL CONDITIONS

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

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

1.2   a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3   Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

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

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

2.   DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e)   **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

    1) B-BBEE Status level certificate issued by an authorized body or person;

    2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

    3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20   **or**   **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \qquad \text{or} \qquad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps   =   Points scored for price of bid under consideration

Pt   =   Price of bid under consideration

Pmin   =   Price of lowest acceptable bid

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

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

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

5.   BID DECLARATION

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

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

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

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

7.   SUB-CONTRACTING

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

(*Tick applicable box*)

YES		NO	

7.1.1   If yes, indicate:

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

YES		NO	

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:…………………………………………………………………………

8.3 Company registration number:……………………………………………………………………

8.4 TYPE OF COMPANY/ FIRM

  ☐ Partnership/Joint Venture / Consortium
  ☐ One person business/sole propriety
  ☐ Close corporation
  ☐ Company
  ☐ (Pty) Limited
  [Tᴉᴄᴋ ᴀᴘᴘʟɪᴄᴀʙʟᴇ ʙᴏx]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

  ………
  ………
  ………..

8.6 COMPANY CLASSIFICATION

  ☐ Manufacturer
  ☐ Supplier
  ☐ Professional service provider
  ☐ Other service providers, e.g. transporter, etc.
  [Tɪᴄᴋ ᴀᴘᴘʟɪᴄᴀʙʟᴇ ʙᴏx]

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

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

  i) The information furnished is true and correct;

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

  iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

  iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

    (a) disqualify the person from the bidding process;

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

    (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

    (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e)   forward the matter for criminal prosecution.

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

……………………………………
SIGNATURE(S) OF BIDDERS(S)

DATE: …………………………………..

ADDRESS   …………………………………..

…………………………………..

…………………………………..

6   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:**

Description of services, works or goods   Stipulated minimum threshold

_____   _____%

_____   _____%

_____   _____%

3.   Does any portion of the goods or services offered
           have any imported content?
             (*Tick applicable box*)

YES		NO	

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.

The relevant rates of exchange information is accessible on www.resbank.co.za

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)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. ....

ISSUED BY: (Procurement Authority / Name of Institution):

....
NB

1   The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2   Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ……………………….. (full names),
do hereby declare, in my capacity as ……………………………………… ………..
of ....(name of bidder entity), the following:

(a)   The facts contained herein are within my own personal knowledge.

(b)   I have satisfied myself that:

   (i)   the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c)   The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(d)   I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e)   I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data   that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:_____

WITNESS No. 1 _____   **DATE:** _____

WITNESS No. 2 _____   **DATE:** _____

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(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 %	

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	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	R 0
(C21) Total Exempt imported content	R 0
(C22) Total Tender value net of exempt imported content	R 0
(C23) Total Imported content	R 0
(C24) Total local content	R 0
(C25) Average local content % of tender	

Signature of tenderer from Annex B

Date:

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	
(D2)	Tender description:	
(D3)	Designated Products:	
(D4)	Tender Authority:	
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula EU R 9,00 GBP R 12,00

Note: VAT to be excluded from all calculations

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value	R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer	R 0

C. Imported by a 3rd party and supplied to the Tenderer

| | | | | Calculation of imported content | | | | | | Summary | |
| | | | | | | | | | | | |

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
									(D45) Total imported value by 3rd party		R 0

D. Other foreign currency payments

| | | Calculation of foreign currency payments | | | | | | | Summary of payments |
| | | | | | | | | | |

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange					Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)					(D51)

		(D52) Total of foreign currency payments declared by tenderer and/or 3rd party	
Signature of tenderer from Annex B			
		(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R 0
		This total must correspond with Annex C - C 23	
Date:			

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.
(E2)	Tender description:
(E3)	Designated products:
(E4)	Tender Authority:
(E5)	Tendering Entity name:

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R 0
(E10) Manpower costs	(Tenderer's manpower cost)		R 0
(E11) Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)		R 0
(E12) Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)		R 0
	(E13) Total local content		R 0
	This total must correspond with Annex C - C24		

Signature of tenderer from Annex B

Date:

7   DECLARATION OF BIDDERS'S PAST SCM PRACTICES

<div align="right">SBD 8</div>

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	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? **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** 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.	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)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	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 Republic of South Africa) 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**

Js365bW

8   CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1   This Standard Bidding Document (SBD) must form part of all bids[1] 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.

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 consortium[3] 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

Js914w 2

9 CERTIFICATE OF ACQUITANCE WITH RFQ TERMS AND CONDITIONS AND APPLICABLE DOCUMENTS

_____

FOR A PERIOD OF _____

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: _____

10   AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority **by attaching to this form** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

" By resolution of the board of directors passed on _____ 20_____

Mr _____ has been duly authorized to sign all

documents in connection with the Tender for Contract _____

No_____ and any Contract, which may arise there from on behalf of

_____

SIGNED ON BEHALF OF THE COMPANY:_____

IN HIS CAPACITY AS:_____

DATE:_____

SIGNATURE OF SIGNATORY:_____

AS WITNESSES: 1_____

                         2_____

NATIONAL HEALTH LABORATORY SERVICE

11 TERMS OF REFERENCE / SPECIFICATION

11.1 PURPOSE

RFQ 1865130 FOR SUPPLY AND INSTALL AIR CONDITIONER TO THE OFFICE OF COMPANY SECRETARY AT MAIN BUILDING AT SANDRINGHAM

COMPULSORY SITE MEETING: N/A

ADDRESS: NO.1 MODDERFONTEIN ROAD AT SANDRINGHAM AND MEET AT NHLS RECEPTION

CLOSING DATE: 08 DECEMBER 2021 @ 11H00 AT NO 1 MODDERFONTEIN ROAD SANDRINGHAM, NHLS RFQ BOX

FORM OF QUOTATION

SUPPLIER: _____

QUOTATION NO:_____

DESCRIPTION: SUPPLY AND INSTALL AIR CONDITIONER TO THE OFFICE OF COMPANY SECRETARY AT MAIN BUILDING AT SANDRINGHAM

11.2 SCOPE OF RFQ AND TECHNICAL REQUIREMENT OVERVIEW

No	Description	Unit	Quantity	Rate	Total cost excl vat
1	Remove the existing wall fitted air conditioner and cart away, close with dry wall, prepare and paint to coats to match the existing colour		item		
2	Supply and install 18000 BTU mid wall split, heating and cooling air conditioners, must be inverter type, using R410A refrigerant, install as per specification. The installation must be done as per specification below. The air conditioner type must be: LG, Carrier, York, Samsung, Daiken. Allow for cabling and piping, please specify make and model you quoting us on. **NB:** Specify make and model you quoting us on. Allow for 25m cabling and 15m piping, please specify make and model you quoting us on. **NB:** Specify make and model you quoting us on. **to call center**	no	1		
3	Supply and fit 30 Amp D/P isolator at each air con, fed from distribution board with curve 1- 30amp single phase pole circuit breakers. Allow for cabling. Allow for 25m cabling and piping	no	1		
	NOTE: supplier should visit the site to quote accordingly safely with mask. Air conditioner should be installed by qualified air con technician and electrical work should be done by qualified electrician, air con technician with artisan certificate and or electrician with license should be provided before installation, as per mandatory table				
	Supply certificate of compliance (COC) in completion			item	
	TOTAL				
	PLUS 15% VAT				
	GRAND TOTAL				
	Estimated time to complete work above				

NOTE:
"Provide details and registration confirmation with CIDB in terms of the CIDB Act 38 of 2000. Provide proof of grading level 1ME

NATIONAL HEALTH LABORATORY SERVICE

Technical mandatory documents which should be included on submission

No	Certificate and/ or license	Comply	Do not comply
1	Carpenter trade test certificate should included	N/A	N/A
2	Electrical Wire man's license (include ME, and CB where there is electrical work)		
3	Specify air conditioner brand to be installed		
4	Plumbing Trade test certificate(where plumbing is included)	N/A	N/A

Important Note:

- Always read specification in conjunction with Bill of Quantities and Plan (if plan is applicable and supplied);
- All Quantities measured are indicative and will be re-measured on completion;
- Specific products to be used, to be confirmed in Bill of Quantities;
- All materials and products to be used, to be ISO 9001 accredited;
- Due to the nature of our labs (operation 24 hours) the contractor will be expected to work after hours and over the weekend; Variation orders can only be approved in writing (via the email) by the NHLS Project Manager;
- No additional or extra work done will be paid for unless the project manager has issued a variation order;
- NHLS Project Manager will conduct all inspections;
- The contractor should be required to move the equipment (furniture, benches, etc.) and put them back when requested;
- Only material installed will be paid and not for any wastage (no material on site will be paid);
- NHLS delegates can also and contact the client or visit the work done as referred on the completion certificate.
- Contractor will be requested to provide comprehensive safety file; work will be only allowed to commence after the file has been formally approve by NHLS; and
- No progress payment will be made less than R200,000.00.

References:

- NHLS delegates can also and contact the client or visit the work done as referred on the reference or completion certificate; and
- All the contractors will be requested to provides NHLS with the following signed of stamped references or completion certificates of similar work done on company or departments letter head, not more than five years (5) old as per the table below:

If QUOTE VALUE	REQUIRED REFERENCE OR COMPLETION CERTIFICATES	CONTRACT VALUE OF PROJECT PREVIOUSLY DONE
R0-R50,000.00	One(1) copy of contactable reference or completion certificate, on client's letterhead, with contact details, valid e-mail address, office telephone, cell phone and business address	N/A
R50,000.00 - R100.000.00	Two(2) copies of contactable reference or completion certificate, , on client's letterhead, with contact details, valid e-mail address, office telephone, cell phone and business address	N/A

R100,000.00 - R200.000.00	Three(3) copies of contactable reference or completion certificate, , on client's letterhead, with contact details, valid e-mail address, office telephone, cell phone and business address	At least 1x R100,000.00 and above
R200,000.00 and above	Three(3) copies of contactable reference or completion certificate, , on client's letterhead, with contact details, valid e-mail address, office telephone, cell phone and business address	At least 3x R200,000.00 and above

12   MINIMUM REQUIREMENTS / ADMINISTRATIVE COMPLIANCE

Please note that failure to lodge and adhere to the following requirements will lead to an immediate disqualification:
   a. The prospective bidder must be registered on Central Supplier Database (CSD) prior to submitting bids.
   b. The following key information will be accessed and verified on CSD, namely
      i.   Business registration, including details of directorship and membership;
      ii.   Tax compliance status
   c.   Completed and signed SBD forms 1, 3.3, 4, 6.1, 8 and 9
   d. Late Submissions will not be accepted

*Bidders information will be verified on National Treasury Central Supplier database

GUARANTEE, MAINTENANCE, PENALTY AND RETENTION PERIOD

The Guarantee and Maintenance period shall be for 12 months commencing on the date of Practical completion and acceptance of the Installation. During the Guarantee period the Contractor shall repair all defects in the Installation which may arise as a result of inferior quality materials or faulty workmanship. **5% retention of the contract price will be held back for a period of 3 months after date of Practical completion and acceptance of the installation**

The fact that the Installation will be used and occupied by the Employer during the guarantee period shall in no way exempt the Contractor from his responsibility under this clause

Should a non-urgent fault occur during the guarantee period the Contractor will be advised and he shall repair the fault in good time

Should a fault occur during the guarantee period that is in the opinion of the Project Manager of an urgent nature then the Contractor will be advised and shall proceed immediately to rectify the fault

Should a fault occur during the guarantee period that is in the opinion of the Project Manager of an urgent nature and the Contractor is not available, the Employer shall reserve the right to obtain the services of any available Contractor to repair the fault. The cost of such repair work shall be borne by the Contractor in accordance with the escalated rates. In such a case the faulty equipment shall be kept for scrutiny by the Contractor. If this occurs during the retention period and retention money is still due to the Contractor, such claim from the Alternative Contractor, will be deducted from the Retention fund

Should the frequency and breakdown/s, in the opinion of the Project Manager, become so regular as to constitute and unacceptable state of affairs or should the installation or portions thereof prove to be unacceptable, the Contractor shall upon receipt of a written instruction from the Project Manager, replace portions/components or even the entire installation if need be, at his own cost as prescribed by the Project Manager

Where the practical completion is not reached by the date stated in the Tender/ RFQ document or by the revised date granted by the Project Manager, the Contractor shall be liable to a Penalty determent by the Project Manager, which is in this instance .1% (point 1 percent) of the Tender/ RFQ Total value, Per Day

PRELIMINARIES

Tenderer's attention is drawn to the fact that the Hospital and Laboratory will be fully operational during the building process. The work will have to be carried out in phases and at times that must be liaised and agreed to with the Business Manager and Hospital Management. This might result in certain work being carried out at certain times only, even after hours of weekends. Also note that sensitive electronic equipment are in use and no work that cause a vibration can be carried out when these equipment are in operation. Operating theaters in the vicinity of the building work will also be in use during the building program and the Contractor must liaise closely with the Hospital Management and obtain their written consent and permission, before removing and/or servicing equipment/structures, that might interfere with the running of the theaters or any other service/s. The use of certain lifts for moving of material will also have to be agreed to with the Hospital Management. The tenderer must allow for this in his prices since no additional claim will be entertained in this regard.

QUOTATIONS SHOULD BE BASED ON THE FOLLOWING SPECIFICATIONS

SITE APPLICATION
Repair work

Repairs to cracks 0.2mm to 2mm
Rake out with a scraped blade
Remove dust and debris
Fill with pure acrylic, paintable, flexible crack filler

over 2mm
Open out with a carborundum disk into a V shape minimum 3mm wide
Remove dust and debris
Wet the crack and fill with damp 1:4 cement/sand mortar properly compacted into the cracks

Repairs to Mortar Joints
Scrape out unsound mortar
Point solidly with 1:3 cement/sand mortar properly compacted into the joints

Repairs to Painted Wall Surface Coating
Remove loose paint with a sharp paint a scraper or hand-held pneumatic engraving tools fitted with flat chisel heads
Feather edges of tightly bonded paint with a rough to medium grit paper
Built up paint covering flush with general surface area

Preparation

Generally
Materials used in preparation to be types recommended by their manufacturers and the coating manufacturer for the situation and surfaces being prepared
Apply in strict accordance with the manufacturers specification
Apply oil based stoppers/fillers after priming. Apply water based stoppers/fillers before priming unless recommended otherwise by manufacturer. Patch prime water based stoppers/fillers when applied after priming
Ensure that doors and opening windows, etc., are "eased" as necessary before coating. Prime any resulting bare areas
Plastered surfaces and fiber cement boards to be washed down and allowed to dry completely
Unfinished concrete surfaces clean with 1:4 solution of spirit of salts: water
All floors where painting is to be carried out to be swept clean, walls dusted down and unpainted surfaces protected

Efflorescence
Remove surface salts and other loose material with a stiff brush or coarse dry cloth
Leave for 48 hours and repeat process if further efflorescence occurs
Sand glossy surfaces to provide a key for finish.

Ironmongery

Remove from surfaces to be coated and re-fit on completion. Do not remove hinges unless instructed to do so

Previously Uncoated Timber
Ensure that large and loose knots are removed and made good with sound timber of the same species. Sand down flush
Ensure that surfaces are clean and remove all oil, grease and excessive natural oils with suitable solvents
Sand to a smooth, even finish with arises rounded or eased
Remove resinous bleeding by heat, apply two coats of knotting to resinous areas and all knots and allow to dry
Ensure that head of fasteners are countersunk sufficiently to hold stopping/filling. Fill nail and screw holes, joints, cracks, holes, depressions, open or coarse grain with matching colored stopper/filler worked well in and finished off flush with surface. Sand smooth and remove dust
Sand down to remove all plaster stains pencil marks and other blemishes from timber that is to be oiled or stained

Previously Coated Timber
Strip any existing cracked or flaking varnish back to fresh wood
Sand down any discoloured areas to fresh wood
Ensure that surfaces are clean and remove all oil, grease and excessive natural oils with suitable solvents
Sound varnish to be sanded with 360 grit paper

Uncoated Masonry/Render
Remove dirt, surface deposits, loose and faking material with a stiff brush
Fill holes and cracks flush with surface, rub down

Unpainted Plaster
Remove dirt and surface deposits with a stiff brush
Rub down to remove nibs, trowel marks and plaster splashes

Lightly rub over troweled glossy plaster with worn abrasive paper
Fill depressions, holes and cracks and lightly rub down flush with surface

Steel Generally
Remove all loose and faking paint
Feather edges of tightly bonding paint

Rusted Areas
Clean disk sand and wire brush to remove rust
Clean bare steel patches with a solvent wash
Rust convertor only to be used on small areas where hand cleaning is ineffective
Apply with a stiff brush ensuring penetration into any pitting
Inspect after two hours and recoat areas showing unconverted red rust
Prime surfaces as soon as possible after cleaning, and in any case within four hours

Coating
Painting Generally
Operatives must be appropriately skilled and experienced in the use of specified materials and methods of application
Do not use materials that show any bittiness when applied. Do not thin or intermix unless specified or recommended otherwise. If materials are found to have been thinned without authorization, the Project Manager may require an additional application of additional coats
Any priming as soon as possible on the same day as preparation is completed, ensure that coats are of adequate thickness and suit surface porosity
Adjacent coats of the same material must be of a different tint to ensure that each coat provides complete coverage
Apply coatings to clean, dust free, suitable dry surfaces in dry atmospheric conditions and after any previous coats have hardened. Lightly abrade between coats as necessary
Apply coatings evenly to give a smooth finish of uniform colour, free from brush marks, nibs, sags, runs and other defects. Cut in neatly and cleanly. Do not splash or mark adjacent surfaces
Keep all surfaces clean and free from dust during coating and drying. Adequately protect completed work from damage

Painted Joinery/woodwork

Before priming preservative treated timber, any cut surfaces to be retreated and all end grain to be liberally coated allowing it to soak in before recoating it
Pre-primed woodwork to be lightly rubbed down and patch prime to match existing
Prime: One coat primer, two coats to end grain which will be painted
Finish: Two coats Alkyd gloss, sanded down between coats

Staining
Check with stain manufacturer if primer is required for the species of timber and type of previously applied treatment.
Apply stain in flowing coats. Redistribute excess material by brushing before stain has set. Allow not less than 12 hours between coats

Varnishing
Thin first coat with white spirits according to manufacturer's recommendations
Brush well in avoiding aeration and lay off
Apply further coats of varnish, rubbing down lightly between coats along the grain

Bead Glazing to Coated Timber
Before Glazing: Apply first two coats to rebates and beads

Concealed Joinery Surfaces
Inaccessible parts of joinery constructions are to be primed and/or coated before assembly
Where one or more additional coats are specified to be applied, they must be applied to all surfaces, including those that will be concealed when incorporated into the building

Wooden Doors
Varnish or paint bottom edges before hanging

Completion
Ensure that opening lights/windows/hinges and other moving parts move freely. Remove all masking tape and temporary coverings afterwards

Protection
Adequately protect all surfaces that are not to be coated
Protect all surfaces from dust and damp
Where doors are delivered to site in a finished condition, provide all necessary protection to the doors when applying coatings to the frames

Air-conditioners

Contractor to provide adequate power supply to air con unit
12 month warrantee to be included
Contractor is liable for any damages to structure
All work must be SABS approved
Each air con to be separately wired via isolator from the DB board and connected with a circuit breaker (sees size and Phase requirements as stipulated in Bill)
D/P Isolator to be installed and connected adjacent to air-con unit internally (see size and Phase requirements as stipulated in Bill)
Electrical Certificate Of Compliance to be issued on completion
Allow for drilling through wall and plaster/ patch and paint afterwards. Piping to installed through walls only, never glass panes
All piping/cabling to be in PVC trunking / ducting. Allow for correct lenghts
Units always to be heating and cooling (unless otherwise stipulated in Bill)
All piping, brackets, gas up to commissioning to be included in pricing
Supply units of the following Manufacturers or similar: Samsung, LG, Carrier, Daiken
All Air-cons to be Inverter type

Plumbing

Only registered Plumbers to be employed for any plumbing & drainage work
Allow for ± 2m^2 tiling above each basin and sink
Allow for A Grade Glazed white tiles, 152 x 152mm, 5 – 6.5mm thick
Sinks size: 1350^{mm} x 535^{mm} unless otherwise specified in bill of quantities
Sink mixer for tea room sink to be 15mm chrome plated brass mixer type tap
All basins to be white glazed, each fitted with an approved 32mm chrome plated brass waste fitting with screwed outlet, and a 15mm chrome plated brass elbow action tap connected to water supply
All sinks to be stand alone stainless steel sink, work area, splash back on Pre-manufactured 40 x 32^{mm} stainless steel square tubing frames, 4 legs on adjustable pedestals. Exposed surfaces having a smooth finish, each fitted with an approved 32mm chrome plated brass waste fitting with screwed outlet, and a 15mm chrome plated brass Hospital goose neck tap
Stainless steel grade 316 or Type 304 to be used for stainless steel sinks
All material to be SABS approved
Make sure all existing water pipes and waste is in good working condition
All existing basins and sinks to be washed and cleaned
On each water supply line, a ball valve need to be installed as close as possible to outlet, this includes basins, sinks, toilets
Each tap to be visibly marked with "H" or a "Red" mark for Hot water and "C" or a "Blue" mark for Cold water
Geysers: Install makes such as Franky, Kwikhot or similar. Install on a drip tray with drain pipe to outside, pressure valve, safety valve, shut off valve, overflow pipe. Isolator to be installed at least 1m from Geyser, hot and cold water supply lines to be bonded and earthed. Isolator to be wired to DB with dedicated double pole circuit breaker.
Toilets: these shall be deemed to include the following: WC Pan, flush valve or 11 litre cistern with flushing apparatus, float valve and flush pipe and all finishings to pipes and cistern. To be the wash down type, approximately 400 high manufactured of white glazed fireclay or vitreous china, each provided with the compatible "P" or "S" –Traps, jointed to Pan. Pans and traps to be set on and encased in Class B concrete not less than 100mm thick at any point or position
Wall mounted bowl urinals: to be of white glazed fireclay or vitreous china, approximately 700 x 380mm in size with back flush entry, secured to wall with at least 2 concealed hanger brackets. Each urinal to be fitted with 38mm chrome plated domical grating,

**NATIONAL HEALTH
LABORATORY SERVICE**

urinal flushing valve complete with push button assembly, spreader and all other necessary chrome plated brass fittings as well as a chrome plated brass bottle trap

Hydroboil installations: Install always above sink (see bill of quantities for size)

Emergency shower: complete body shower with eye station. Flow rate to be 60 litre per minute. At floor level, 700mm below shower head, the radius of water reaching the floor should be 200mm. At the eye station flow rate should be 6 litre per minute at a flow pressure safe enough not to injure the User. This unit to be 1 metre from floor level. Make use of emergency showers as supplied by Broen, Bull Maurice Trading or similar

Electrical

Only registered Electricians to be employed for any electrical work

Wires to be used for sockets outlets; $2.5mm^2$ PVC

Colour for 2- compartment steel/PVC power skirting unless differently specified in bill of quantities (colour to be confirmed)

Normal plugs to be white and dedicated plugs to be red

Electrician to consult with Lab Manager regarding lab equipment when circuit are installed to prevent overloading, new plug points to be wired from distribution board and marked properly

Legend card in DB to be up to date

Electrical Certificate Of Completion to be issued on completion

All material to be SABS approved

Circuit breakers to be SABS approved and type and size to be confirmed with Project Manager before installation

Hydroboils: wire from DB Board with 30Amp double pole isolator next to Unit (at least 1m away) and 25Amp circuit breaker in DB board.

Workbenches & Tops

Worktops to be 32^{mm} thick, either 600mm or 900mm , Formica brand postform - white (unless otherwise stipulated in Bill)

Where necessary 75mm holes must be drilled in worktops to accommodate computer cables and power supply to machinery and be made good with a plastic grommet

Pre-manufacture 40 x 32^{mm} steel square tubing frames as supplied by SA Lab or similar, sections of 1 000mm wide and 500mm deep for 600mm tops and 800mm for 900mm for postform tops. All 4 legs to be on lockable castors, wheel diameter 100mm. Bench Units to be equipped with water, basins, sinks, to be om adjustable pedestals. Benches could be 730mm or 900mm high (see bill of quantities) Sections to be bolted together, not welded. All steelwork to be epoxy powder coated in dove grey colour.

Cupboards

Steel epoxy powder coated white cupboards to be manufactured by SA Lab or similar and assembled. Units specified in bill will be either a 4 drawer (450mm wide) or 2 doors with 1 shelve unit (750mm wide). Exterior and Interior to be White powder coated. Doors to be affixed with 2 brass piano hinges each and drawers to be mounted on runners. Each drawer and door to be equipped with a PVC recessed handle. All floor cupboards to be on 4 castors each, front wheels to be lockable. See bill of quantities for sizes and combinations.

In kitchens timber cupboards to be manufactured and installed with 16mm melamine covered pressed wood. All cupboards to be on 100mm pedestals. Exterior to be Oak finish and Interior to be white finish. All visible exterior edges to be finished in Oak and internally white. Each drawer face and door to have wrap around finish. Doors to be affixed on 2 hinges each and drawers on runners. Each drawer and door to be equipped with an aluminium handle

Doors

All doors to be hung in such a way that the clearance gap between door and frame after hanging shall not exceed 2mm at sides and head. The floor clearance to be preferably 2mm but may be increased to accommodate an uneven floor finish. Exterior doors shall be hung on brass hinges. Aluminium frame glass doors to have 6mm safety laminated glass fitted, to be hung on aluminium hinges, not less than 3 hinges on a 2 100mm high door. On higher doors at least 4 hinges should be fitted. All exterior doors to be fitted with an aluminium and rubber weather strip at the bottom. Each door to be equipped with 2 door handles. Type to be confirmed by Project Manager. Behind every door a door stop should be installed on top of the floor to prevent the door handle making contact with the wall – clearance between wall and door handle to be approximately 20mm.

Paint

Two final coats of White paint to all surfaces, ceiling and walls. Door colours to be confirmed by Project Manager, if not varnished

Existing pipes against wall must be colour coded painted, for example gas, water, oxygen

Rhino board surface to receive Rhinolite to a smooth finish on dry walls

Before painting can commence, every defect/uneven surface must be repaired

Patch prime new and exposed plaster areas with 1 coat and allow drying. Coat 1 may be thinned up to 10% with mineral turpentine to aid absorption.   Allow 4 hours drying time at 23º c . Three (3) coats of paint to dry wall. Paint texture and type to match existing, Colour for walls and steel frames to be white unless otherwise confirmed by Project Manager

One coat metal primer to steel work and two coats final oil based enamel

Paint to be Plascon double velvet, Dulux, Prominent or similar.

VINYL Floors

Only use Heavy duty safety Vinyl flooring which should be slip resistant and factory sealed with Polyurethane as supplied by Marley or Polyfloor. Roll to be at least 2 metres wide and vinyl 2 - 2.5 mm thick. Colour to be confirmed by Project Manager. Sample to be signed off by Project Manager before installation commences

Ensure that the sub-floor is completely smooth, level, hard, dry and clean before laying commences
 Joints to be butted, grooved and heat welded ensuring that the welding rod bonds to more than 70% of the sheet thickness. It is essential that on completion the installation be rolled, in both directions with an articulated 68kg three sectional metal floor roller.

Skirting; install coving where wall meets floor and continue with vinyl floor 100mm high. Finish off with Vinyl/PVC Ribbon

Installation to be done by an approved Installer in accordance with the Manufacturers specifications.

TILE Floors

Ensure that the sub-floor is completely smooth, level, hard, dry and clean before laying commences
Only use A Grade Acid resisting Ceramic tiles, 10mm thick, 300 x 300mm in size
Use SABS approved tile cement and apply as per Manufacturers instructions (colour to be confirmed by Project Manager)
Use SABS approved water proof Acid resistant grout. Gaps 5 – 10mm (colour grey)
Skirtings to be 100mm high where required, coved at junction with floor and rounded on top edge.

CARPET Floors

Ensure that the sub-floor is completely smooth, level, hard, dry and clean before laying commences. Installation to be done by an approved Installer in accordance with the Manufacturer's specifications.

TILE Walls

Ensure that the wall is completely smooth, level, hard, dry and clean before laying commences
Only use A Grade Acid resisting Ceramic tiles, 10mm thick, 300 x 300mm in size.
Use SABS approved tile cement and apply as per Manufacturers instructions (colour to be confirmed by Project Manager)
Use SABS approved water proof Acid resistant grout. Gaps 5 – 10mm (colour grey)
All edges and corners to be finished off with PVC edging strips. Colour to be confirmed per job depending on tile colour.

Glazing

All Internal glass in panes not exceeding 1.5m² of surface area shall be 4mm clear float glass
All Internal glass in panes exceeding 1.5m² of surface area shall be 6mm laminated safety glass with a Manufacturer's warranty against defects and discoloration
All Exterior glass up to a height of 10m in panes not exceeding 2.9m²of surface area shall be 6.38mm PVB Laminated annealed safety glass. Above 10m the Project Manager should appoint a Glazing Competent Person
Mirrors to comply with SABS requirements. Unframed mirrors to have polished edges
All glass in aluminium doors and frames to be fitted with 6mm laminated safety glass
All exterior facing windows to be tinted with Klingshield or similar product, unless otherwise stipulated. Colour to be confirmed by Project Manager.

Blinds

Vertical Group 3 blinds to be installed (colour to be confirmed by Project Manager)
Blinds to be re-measured on site before manufacturing and installation
Measurements given is only for tendering purpose

Suspended ceilings

Install suspended ceilings as per Manufacturers instructions such as Donn Products or similar. Panels to be vinyl cladded smooth white panels, 1200 x 600 x 12.5mm on suspended pre-painted exposed tee trusses, including main and cross tees, hangers, grids, etc., all level and properly secured. At edges use 25mm pre-painted shadow line aluminium cornices

Partitioning

Drywall partitioning construction and support frame system including finishes to be as per Manufacturer's specifications
Minimum requirement GPG Gypsum Gyproe Standard 40 Db, ½ hour fire rating with a stud (63.5mm) and track system.
Positioning at 600mm cc fixed to 63.5mm top & bottom track clad on both sides with 12.5mm taper edged rhino board affixed with 25mm drywall screws at 220mm cc
All corners to be finished off with drywall corner strips. All joints to be taped, jointed and smoothed before painting
Aluminium skirtings to be affixed to all drywall partitioning unless otherwise specified
Door and window frames fitted in drywall partitioning to be installed as per Manufacturer's specifications

Lockers (Timber)

Timber lockers to be manufactured and assembled with 16mm melamine covered pressed wood. Exterior to be Oak melamine finish, including all visible edges. Interior to be White melamine finish, including all visible edges and backing. If the back side of any cupboard will be visible after installation, those exposed areas or entire area should be cladded with white melamine. Inside dimensions of each cubicle to be 300mm². Units to be assembled 3 on top of each other. Each locker to have a wrap around Oak melamine finished door, affixed with piano hinges. Each locker to be equipped with a lock and 2 keys as well as an aluminium handle (no plastic handles). Each stack of 3 to be assembled as 1 unit and 100mm adjustable chrome plated legs to be affixed underneath bottom locker.

Lockers (Steel)

Solid steel lockers which should be epoxy powder coated to be supplied. Sets to be single 4 tier lockers. Colour to Ivory/Beige/Karoo. Each door to be lockable and correct size padlocks with 2 keys each, per locker, to be provided

Locks

All exterior door locks to have 4 lever mortice locks with 2 keys each fitted (unless otherwise specified in bill)
All interior door locks to have 2 lever mortice locks with 2 keys each fitted (unless otherwise specified in bill)
All security type gates to have 7 lever locks with 2 keys each fitted
All timber lockers to have normal cupboard locks with 2 keys each fitted
All steel lockers to have padlocks with 2 keys each fitted

Steel shelving

Only powder coated grey steel shelving to be installed in storage areas, archives & wash up areas (no wood allowed). Shelving to be of an adjustable type with each shelve at least 500mm wide and 450mm deep. Bottom shelve to be at least 200mm from the floor and top shelve not higher than 2 100mm. In between top and bottom another 3 shelves, evenly spaced, to be fitted (in total 5 tier shelving). Each vertical steel supports to be affixed to the wall at, at least 2 positions in the top half. As supplied by Krost shelving or similar.

Signage

All interior signs to be White Perspex with smooth edges, with vinyl (7 year) applied onto the Perspex
All exterior signs to be White Chromadek , with vinyl (7 year) applied onto the metal
Colour code:
Pantone: Coated – 383C / Uncoated – 397 U
CMYK – C:40 M:0 Y:100 K0
RGB – R:166 G:206 B:54
Artwork to be signed off by Project Manager before sign is manufacturer

PLEASE TAKE NOTE THAT THE ABOVE SPECIFICATIONS AND MEASUREMENTS ARE SUBJECT TO CHANGE AS MAY BE DETERMINED BY THE FINAL APPROVED DRAWINGS OR COMPULSARY SITE MEETING FOR THE JOB IN QUESTION

WORKS AGREEMENT

- **Contractor: The contactor shall:**
  - Provide adequate supervision and management of the **works**
  - Provide toilet facilities for use by his workers except where provided by the **employer**
  - **Storage space is not always available for material and sufficient arrangements should be catered for and included in pricing**
  - Submit all local authority notices by the **works**
  - Comply with all statutes, regulations and bylaws of local or other authorities having jurisdiction regarding the execution of the **works** and obtain all certificates and other documents required by such authorities
  - Notify the Project Manager where compliance with any statute, regulation or bylaw requires a change or variation to the **works** upon which such change shall be deemed to be a **contract instruction**
  - Immediately begin the **works** and continue at a rate of progress satisfactory to the Project Manager in terms of the **agreement**
  - Comply with all **contract instructions** in good time
  - Bring the **works,** within the **constructed period**, to **practical completion** in terms of completion
  - Bring the **works** to **final completion**
  - Surplus material and waste to be carted away to a suitable dumping site to be found by the Contractor, outside the boundary of the site.

- **Completion**
  Practical Completion
  - The Project Manager shall inspect the **works** from time to time to give the **contractor** interpretations and guidance on the standard and state of completion of the **works** which he will require the **contractor** to achieve for **practical completion**
  - The **contractor** shall inform the Project Manager of the date on which he expects to achieve **practical completion**
  - The Project Manager shall inspect the **works** on or before the date requested by the **contractor**

- **Where the works:**
  - Has reached **practical completion** the Project Manager shall at once issue a certificate of **practical completion** to the **contractor**
  - Has not reached **practical completion** the Project Manager shall issue a **practical completion** list to the **contractor** detailing the outstanding work to be done and **defects** to be rectified to achieve **practical completion**
  - Is not ready for **practical completion** inspection the Project Manager shall issue a list as a general guide to the **contractor** of the outstanding areas of work and **defects** to be attended to before he can request a further inspection.

Final Completion
  - Within seven **calendar days** of **practical completion** the Project Manager shall prepare and issue to the **contractor** a **final completion** list detailing the incomplete work and **defects** to be rectified within a reasonable period
  - The **defects** liability period of fourteen **calendar days** shall start on the date of **practical completion**
  - On the expiry of the **defects** liability period the Project Manager shall immediately inspect the **works** for **final completion**. **Where the works:**
  - Has reached **final completion** the Project Manager shall at once issue a certificate of **final completion** to the **contractor**

  - Has not reached **final completion** the Project Manager shall issue a **defects** list to the **contractor** detailing any incomplete work and **defects** to be rectified before the Project Manager will undertake a further inspection
  - Where the **contractor** has achieved **final completion** the **latent defects** liability period shall end three years from the date of **final completion**

- **Employer**
  The employer shall:

- Hand over the **site** to the **contractor** by the date stated in the **schedule.** The **construction period** and **latent defects** liability period shall commence with the hand over of the **site**
- Arrange for water, sewer and electrical connections as required and pay all fees concerning this
- Provide water and electricity as required for the execution of the **works** free of charge
- Not issue instructions to, interfere with, hinder or obstruct any of the **contractor's** workers or any other persons employed or acting on behalf of the **contractor**

- **Risk and Insurance**
  - The **Contractor** indemnifies the **NHLS** against any loss in respect of claims from other parties arising out of or due to the execution of the **works** or occupation of the **site** by the **contractor** consequent upon:
- Death or bodily injury or illness of any person
- Physical loss and damage to any property other than the **works**
- Removal of or interference with lateral support of an adjoining property
- The **contractor** shall take out insurances in respect of his employees as are required by law
- Where, in the opinion of the Project Manager **,** loss and damage to the **works** due to the **contractor's** negligence the **contractor** shall be liable for such loss and damage
- The **contractor** shall in all circumstances be at risk for loss of, or damage to his construction plant or vehicles
- The contractor shall enclose the site along the facades where work is being done. He shall furthermore allow for all the required scaffolding, gantries, hoarding, etc to safeguard pedestrian traffic on the sidewalks or paths as well as vehicular traffic in the streets.
- The form of scaffolding, gantries, hoardings, etc, must be fully detailed in his "method statement" as previously required. It is not the intention to prohibit or deviate pedestrians or traffic during construction and Tenderers are to account for this when pricing the Tender
- Adequate warning signs/ lights/ etc are to be employed where required. If the Tenderer requires the full pavement width and even part of the adjacent street then he must make all the necessary arrangements with local authorities for the pavement and street closure as well as pay for all fees in connection therewith including the loss of income due to parking meters
- The existing premises will be occupied at all times and the Contractor will be required to keep all noise to a minimum.

Safety
- From the date of site handover to the Contractor until the completed work is handed back to the Employer, the Contractor shall be responsible for maintaining safe working conditions on site

- The Contractor shall be responsible in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the regulations promulgated in terms of the Act or Factories, Machinery and Buildings Work Act, whichever is applicable
- The Contractor shall be responsible for supplying and installing the required safety signs as determined by the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) All safety signs shall comply with the requirements of the latest edition of SANS 11861 as Applicable

Programme
- The Contractor shall submit his programme of work to the Project Manager not later than 14 days after the Contractor has been notified of the acceptance of his tender. If necessary, the Project Manager may instruct the Contractor to adjust his programme to suit other activities

13   MINIMUM REQUIREMENTS / ADMINISTRATIVE COMPLIANCE

Please note that failure to lodge and adhere to the following requirements will lead to an immediate disqualification:

a. The prospective bidder must be registered on Central Supplier Database (CSD) prior to submitting bids.
b. The following key information will be accessed and verified on CSD, namely
  iii.   Business registration, including details of directorship and membership;
  iv.   Tax compliance status
  v.   CSD Form
  vi.   B-BBEE Certificate
  vii.   CIDB Grading Confirmation/ Letter
  viii.   Letter of Good Standing from DoL (COIDA)
  ix.   References of completed similar projects/ works
c. Completed and signed SBD forms 1, 4, 6.1, 8 and 9
d. Late Submissions will not be accepted

*Bidders information will be verified on National Treasury Central Supplier database

14   TECHNICAL / FUNCTIONAL EVALUATION CRITERIA

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)

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.
Bid will be evaluated on the basis of the PPPFA 80/20 Point System as presented in the Preferential Procurement Regulations 2017, for this purpose SBD 6.1 form should be scrutinized, completed and submitted together with your quotation. The 80/20 Point System will be as follows:

Price Assessment	80 Points
Preferential Elements	Points

14 SCHEDULE OF WORK CARRIED OUT BY THE BIDDER

The bidder must indicate in the spaces provided below a complete list of similar contracts awarded over the last   five (5) years, including the current contract (if any). This information shall be deemed to be material to the   award of this bid.

Company Name	Nature of work	Value of the work	Contact person & contact number	Duration of the project (Start and end date)

Signature of person authorized to sign the bid_____

Date:_____

15   BID DOCUMENT CHECKLIST

A completed and signed bid document must be submitted in a file. The bid/tender documentation must be placed into a file with dividers between every schedule. The schedule must be numbered as follows:

	Description	Submitted (Yes/No)
Schedule 1	CSD FORM	
Schedule 2	B-BBEE Certificate and/or Affidavit	
Schedule 3	Tax Clearance Certificate and/or TAX Verification PIN	
Schedule 4	Local Content (If applicable) The bidder must complete and submit the SBD6.2 and Annexure C for Local Content If a bidder fails to meet the minimum stipulated threshold for local production and content will be considered an unacceptable tender.	
Schedule 5	Certificate of attendance of compulsory briefing session (if applicable)	
Schedule 6	**Mandatory Requirement (Applicable for Renovation)**	
Schedule 7	Letter of good standing (if applicable)	
Schedule 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 1ME)	

16   GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY
Republic of South Africa

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GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES
The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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25. Force Majeure
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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

1.   The following terms shall be interpreted as indicated:

1.1   "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2   "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3   "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4   "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5   "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6   "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7   "Day" means calendar day.

1.8   "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9   "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10   "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11   "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12   "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13   "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14   "GCC" means the General Conditions of Contract.

1.15   "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16   "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17   "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18   "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19   "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20   "Project site," where applicable, means the place indicated in bidding documents.

1.21   "Purchaser" means the organization purchasing the goods.

1.22   "Republic" means the Republic of South Africa.

1.23   "SCC" means the Special Conditions of Contract.

1.24   "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

2.1   These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2   Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3   Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1   Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2   With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1.1   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.

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

7.3   The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

8.1   All pre-bidding testing will be for the account of the bidder.

8.2   If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3   If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the
purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4   If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5   Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6   Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8   The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1   The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2   The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2   Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1   The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
        (a)   performance or supervision of on-site assembly and/or commissioning of the supplied goods;
        (b)   furnishing of tools required for assembly and/or maintenance of the supplied goods;
        (c)   furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d)   performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e)   training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2   Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1   As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a)   such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b)   in the event of termination of production of the spare parts:

(i)   Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii)   following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1   The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2   This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3   The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4   Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5   If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1   The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2   The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3   Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4   Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1   The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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.   Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2   If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3   No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4   The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5   Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6   Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1   The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
(a)   if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b)   if the Supplier fails to perform any other obligation(s) under the contract; or
(c)   if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2   In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3   Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4   If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5   Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6   If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i)   the name and address of the supplier and / or person restricted by the purchaser;
(ii)   the date of commencement of the restriction
(iii)   the period of restriction; and
(iv)   the reasons for the restriction.
These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7   If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2   If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

27.5   Notwithstanding any reference to mediation and/or court proceedings herein,
(a)   the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b)   the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1   Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a)   the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b)   the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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 South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1   The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1   In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2   If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3   If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)