



# NATIONAL HEALTH LABORATORY SERVICE

## REQUEST FOR QUOTATION

**DESCRIPTION: RE-ADVERT REQUEST FOR MODULAR STORAGE FACILITY FOR HIV STI AT  
NICD SANDRINGHAM CAMPUS**

**RFQ NO: 2126274 /24\_25**

**CLOSING DATE AND TIME: 27<sup>th</sup> SEPTEMBER AT 11H00am**

**RFQ SUBMISSION ADDRESS:  
AT THE NICD QUOTE BOX  
NO.1 MODDERFONTEIN ROAD, SANDRINGHAM**

### **IMPORTANT**

**Compulsory Site Briefing:**

**20<sup>th</sup> SEPTEMBER 2024 @ 10H00**

**01 MODDERFONTEIN ROAD, SANDRINGHAM AND MEET AT NICD  
RECEPTION**

CONTENTS	PAGE
1 PART A INVITATION TO BID SBD 1 .....	3
2 TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ) .....	6
3 PRICING SCHEDULE .....	7
4 BIDDERS DISCLOSURE SBD4.....	20
5 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 .....	ERROR! BOOKMARK NOT DEFINED.
6 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS .....	ERROR! BOOKMARK NOT DEFINED.
7 CERTIFICATE OF QCQUITANCE WITH RFQ TERMS AND CONDITIONS AND APPLICABLE DOCUMENTS .....	22
8 AUTHORITY FOR SIGNATORY .....	29
9 TERMS OF REFERENCE / SPECIFICATION.....	ERROR! BOOKMARK NOT DEFINED.
10 TECHNICAL / FUNCTIONAL EVALUATION CRITERIA.....	30
TECHNICAL / FUNCTIONAL EVALUATION CRITERIA:.....	ERROR! BOOKMARK NOT DEFINED.
11 SCHEDULE OF WORK CARRIED OUT BY THE BIDDER .....	34
12 BID DOCUMENT CHECKLIST.....	35
13 GENERAL CONDITIONS OF CONTRACT .....	36

**1 PART A Invitation to Bid**
**SBD 1**
**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL HEALTH LABORATORY SERVICE (NHLS)</b>					
BID NUMBER:	RFQ No: 2126274 /24-25	CLOSING DATE:27 <sup>th</sup> SEPTEMBER 2024		CLOSING TIME:	11h00
DESCRIPTION	RE-ADVERT REQUEST FOR MODULAR STORAGE FACILITY FOR HIV STI AT NICD SANDRINGHAM CAMPUS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
National Health Laboratory Service No.1 Modderfontein Road Sandringham Campus NICD Stores(Quote Box)					
RFQ Box a NICD QUOTATION BOX(,NB QUOTES THAT ARE DROPPED OFF AT NHLS QUOTE/TENDER BOX WILL NOT BE CONSIDERED					
<b>IMPORTANT</b> Compulsory Site Briefing: 20 <sup>th</sup> September 2024 @ 10H00 01 MOODERFONTEIN ROAD, SANDRINGHAM AND MEET AT NICD RECEPTION					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<a href="mailto:Nandipham@nicd.ac.za">Nandipham@nicd.ac.za</a>		CONTACT PERSON		
TELEPHONE NUMBER	011 386 6351		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Nandipham@nicd.ac.za">Nandipham@nicd.ac.za</a>		E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>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.</b>			

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
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 site meeting/briefing will be conducted at **NHLS 01 Modderfontein, Sandringham (NICD Reception) at 10am on the 20<sup>th</sup> September 2024**
- 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) Attendance Register must be 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 NICD QUOTE BOX IN THE NICD STORES 01 MODDERFONTEIN ROAD SANDRINGHAM**

**PLEASE DO NOT SUBMIT RFQ RESPONSES IN THE TENDER BOX AS THE RFQ RESPONSES DEPOSITED IN THE TENDER BOX SHALL NOT BE CONSIDERED (if applicable).**

The Bidder accepts the above terms and conditions and the General Conditions of Contract attached in Page 39	Accept	Do not accept

### 3 PRICING SCHEDULE

#### FORM OF QUOTATION

**SUPPLIER:**

**QUOTATION NO:**

**DESCRIPTION:**

Centre for HIV-STI (Sero-Molecular Lab) Modular Storage Facility, NICD Sandringham campus

No	Description	Unit	Quantity	Rate	Cost Excl. VAT
1	<p><b>General: Development of the following Data Packs:</b></p> <ul style="list-style-type: none"> <li>• Design/Concept and Project Brief</li> <li>• Dimensioned Full Set Construction Drawings( 3D and 2D in plan, Isometric and Oblique with Cross Sections and Elevations)</li> <li>• Structural Integrity Report with the following assessments <ul style="list-style-type: none"> <li>○ Shear Analysis</li> <li>○ Deflection Analysis</li> <li>○ Differential Settlement Analysis and Counter Measures</li> <li>○ Connection Analysis (<i>Welds, Bolts including HD for the foundations</i>)</li> <li>○ Any other checks as may be required for full compliance as per applicable regulations.</li> </ul> </li> <li>• Installation Drawings</li> <li>• Foundation Design and Soil Stabilization (<i>Consider Pad or Strip Footings or similar for even load distribution</i>)</li> <li>• Green Concrete QC( <i>Including Slump, Cube Tests and related</i>)</li> <li>• Ground Stability (<i>including compaction at 98% MOD AASHTO, DCP, or 95 MDD etc.</i>)</li> <li>• Shop Drawings for Fenestrations</li> <li>• Construction Approach and Methodology</li> <li>• Rigging Methodology</li> <li>• Scans for embedded services</li> <li>• Bulk Electrical and Potable Water Demand and Supply</li> <li>• Internal Electrical Reticulation (<i>Domestic 220V – Single Phase and Industrial 440V 3 Phase</i>)</li> </ul> <p><b>Design</b> – Undertake the design lead for the development of a full set of structural and construction drawings aligned with the above design guidelines and related compliance as necessary. This design will be for the construction of a suitable standalone, self-contained external storage facility for the HIV Centre. The ideal facility will comprise of repurposed and reconfigured</p>	SUM	1		

	<p>shipping containers that are stacked together and retrofitted to offer maximum space usage of floor area.</p> <p>The retrofitting should ensure that the different units or merged containers function as one continuous facility per floor/ elevation. The maximum envisaged height will be 2 stories.</p> <p><b>NB 1:</b> Fully detailed As-Builds or a full set of final layouts will be required to demonstrate what has been built for future record keeping.</p> <p><b>NB 2:</b> Provisions must be made for multiple iterations in the design process QC management process until final approval has been reached. Disbursement projections should therefore reflect as such.</p> <p><b>NB 3:</b> All sections are allocated under their relevant preambles for trades and their costing and attendance should be priced in whole as necessary.</p>				
2	<p>Check for any embedded services in any area identified for construction/modification. Terminate such services and remove any redundant elements (old non-structural or non-loadbearing walls, fixtures, fittings, gas lines, furniture etc.) if unrequired and/or relocate as advised by PM. This includes the palisade fencing as well as its fixtures as necessary.</p> <p><b>LPG: CO2 Cylinders</b> Relocate the cylinder to a suitable area next to the steel staircase. Ensure that all piping is relocated, terminated and/or reconnected using suitable and industry approved methods and by a certified gas installation technician. Supply and install a suitably sized lockable cage including wall mounted brackets with chains to adequately secure the cylinders as necessary and as per the applicable regulations.</p>	SUM	1		
3	<p>Make good walls, columns, beams and any structural masonry, steel and/or concrete elements for the betterment and aesthetics of proposed facility from floor/ground level up to the newly proposed ceiling/roof. Close all chips and openings caused by historic installations. for painting/ application of a finishing product. Include the reinstatement of any missing and/or damaged brick work and any elements as necessary. Ensure that the finishing texture is complementary to the old .Paint restored sections with 2 coats water based product. Color to match existing.</p>	SUM	1		



4	<b>Site Clearance and Soil Poisoning:</b>  Carry out site clearance on area identified for construction by carefully removing the apron slab surrounding the building or on the building envelope. Demarcate site as necessary. Conduct soil poisoning using approved methods as per SANS 10400 to prevent the undue growth of vegetation during serviceability.	SQM	60		
5	<b>Earthworks: Excavation, Engineered Backfill and Soil Stabilization:</b>  Carefully excavate the top ~300mm soil strata and remove vegetation as necessary. The specified depth for the top soil excavation excludes the details specified in the foundation design by the engineer.  Conduct soil poisoning as detailed above, backfill and compact to 98% Mod AASHTO density in dual strata of 150mm each. Where the required density is unachievable with the in-situ material, import the necessary engineered backfill of G5 quality for substitution and/or incorporation with in-situ material.  Compact as recommended above.  <b>NB: Contractor advised to be mindful of various subsurface services in the area! Presently identifies services include a rodding IE and a various manholes.</b>	SQM	37.5		
6	<b>Setting Out, Site Delineation, Reinforcement and Concrete:</b>  Set out the area identified for construction including actual scale positions of the foundations and the storage envelope. It may be prudent to use a chalk line or similar soil marker (ash, colored sand etc.) in different colors to denote different elements. Extend the set out area to include a 1m apron slab that will serve to re-channel rainwater away from the structure. Consider a 1:60 or 1.7% slope right round.	SQM	37.5		
7	Excavate and install shutters, where required i.e. on external and interior positions where the chassis will be mounted, and place bond breakers as necessary. Consider Class 1 accuracy or a 5mm tolerance. Construct suitable RC foundations as per approved designs in item 1 above ensuring that the correct BM and spacing are adhered to. Use 60mm cover blocks for the base and retain 40mm cover everywhere else. Include 40mm chamfers on all exposed concrete edges.	SUM	1		

8	Install all cast in/embedded items i.e. base plates for HD bolts as necessary or as per the approved designs. Ensure they are firmly secured in the rebar. The cast in items should be clean and free of rust and laitance.	SUM	1		
9	Conduct pre and post concrete surveys and produce the necessary reports. Ensure class 1 accuracy or a 5mm tolerance for HD bolts and similar connections.	ITEM	2		
10	Supply and cast 35/19 MPa Structural Concrete and vibrate to remove air pockets as necessary. For sections deeper than 500mm, cast concrete in stages not more than 500mm and vibrate each layer until completion. Finish off with a wooden float. Ensure all concrete tests are conducted including 3 sets of (7 and 28 Days are collected)  <b>NB: The TOC of all foundations should be the same to ensure an even plain and correct installation of the chassis.</b>	SUM	ALL		
11	Ensure that all exposed sections of freshly cast concrete are cured adequately with a suitable curing compound and/or potable water. When curing with potable water, a 250 micron plastic will need to be placed over the concrete section in order to facilitate the hydration process and to delay the water evaporation for no less than 7 days. All cast in items are to be cleaned off and exposed prior to concrete setting.  <b>NB: No loading of any concrete elements should be done before the 7 days of continuous curing has lapsed.</b>	SUM	ALL		
12	<b>Chassis</b>  Supply, place and firmly secure chassis onto the foundation using suitably sized HD bolts or other methods as approved by the engineer. The ideal chassis will be composed of minimum 2.5mm thick steel plates or lipped channels bent into sections and welded together. The profile of the chassis should be designed and build in such a manner that the floor is even (level and plane along the horizontal axis) and the top of chassis level is maintained from the external wall of the HIV Building. Demonstrate the evenness (level and plane) of the chassis using suitable tools and a post installation survey report. Ensure a class 1 accuracy or 5mm tolerance.  Where required, ensure that the chassis follows the profile of the wall/structural masonry columns and/or existing building as necessary. It may be necessary to anchor the chassis onto the wall and/or columns using suitable chemical anchors and/or mechanical anchors (raw bolts)	SUM	1		

	Supply and install a decorative metal sheet around the chassis that will serve to prevent small animals such as cats and rats from entering the underside of the structure. The sheet can be nick-welded onto the main chassis members as necessary to provide an aesthetically pleasing finish with 1 coat red oxide primer and 2 coats spaceship grey enamel topcoat.				
13	<b>Roof, Ceiling, Walls and Related Supports</b>  Supply and install suitably sized vertical lip channels with filler plates and/or equivalent structural steel members that are to be welded and/or bolted onto the chassis and function as an exo-skeleton for the structure. The vertical channels are intended to provide structural support to the vertical interlocking panels and their effective thickness should be the size of the panel i.e. 60mm. the vertical channels may in turn be supported by suitably sized square tubing anchored on the wall and/or masonry columns. Color: Spaceship Grey, Enamel @ 2 coats over a single coat of red oxide primer.	SUM	1		
14	Supply and install suitably sized lip channels to serve as purlins that will support the roof and ceiling of the structure. The roof is to be monopitch type @5 Degrees with the rainwater flow directed away from the building.  Color: White	SUM	1		
15	Supply and install interlocking vertical sandwich panels with the following properties: <ul style="list-style-type: none"> <li>• Color: White</li> <li>• Material: Chromadek for both internal and external @0.5mm thick</li> <li>• Texture: Smooth</li> <li>• Design: Ribbed along the vertical profile</li> <li>• Core: Polystyrene @60mm thick</li> <li>• Joints: Flush, weatherproof</li> <li>• Insulation: Thermal and fire retardant.</li> <li>• Height @3m on the elevated or upstream side.</li> </ul> The panels are to be firmly secured on the chassis and/or above the plywood floor product as detailed below.	SQM	70		
16	<b>Flooring:</b>  Supply, install and firmly secure CCA treated plywood sheets/panels on the floor of the chassis ensuring that all corners and joints have a neat and acceptable interphase.	SQM	37.5		

	<p>There may be a requirement, as advised by the engineer, to place additional intermediate steel supports on the chassis to endure adequate support of the plywood i.e. to prevent possible deflection and sagging caused by live and dead loading during serviceability.</p> <p>Plywood Sheet Details:</p> <ul style="list-style-type: none"> <li>• Thickness: 21mm</li> <li>• Product: Pine</li> <li>• Grade: High (C+/C)</li> <li>• Treatment: Yes, CCA against termites</li> <li>• Applications: commercial and suitable for flooring.</li> <li>• Should be resistant to cracking, shrinkage, twisting and warping</li> <li>• Manufacturing Method: Chemically Bonded Veneers of alternating grain or cross grains.</li> </ul> <p>Finish the floor by sanding as necessary to remove splinters and related imperfections. Apply 2 coats of light grey floor or 'stoep' paint over a suitable primer coat as per manufacturer's instructions.</p> <p><b>NB: There will be a requirement to fill all voids on the plywood floor to ensure an even and smooth application of the finishing product.</b></p>				
17	<p><b>Rainwater Management</b></p> <p>Supply and install suitably sized gutters (100 x 100 mm square) with brackets at 1000 mm intervals and downpipe (80 mm circular) mounted on the wall and complete with all accessories gutter and down pipe interphasing, shoe, end plates and concrete channel energy breaker. The gutter should be installed at a maximum 1:60 or 1.7% fall towards the back of the building or where the downpipe is located.</p>	ITEM	1		
18	<p><b>Fenestrations: Doors and Windows</b></p> <p><i>Windows</i> Supply and install dual opening casement windows (850 x 500 mm) with 6.8mm clear double glazed laminated/shatterproof glass panes on anodized aluminum, countersunk riveted and/or fixed in position using other suitable and approved methods. <b>@2no.</b></p> <p><i>Doors</i></p>	ITEM	1		

	<p>Supply and install double entrance/external doors, outward opening aluminum frame with full length double glazed laminated glass panes fitted with a suitable cylinder lock. Include all ironmongery such as magnetic door holders, EN2 - 5V closing force cam action door closer on the main operational leaf and floor and ceiling shooter on the still leaf. Include all escutcheons as necessary and 3 suitably sized hinges on each leaf. <b>@1no.</b></p> <p>The doors and windows should have the following qualities as minimum:</p> <ul style="list-style-type: none"> <li>• Energy efficiency i.e. low thermal transfer</li> <li>• Safe and Secure</li> <li>• Sturdy, Tough and Durable</li> <li>• Maintenance Free</li> <li>• Noise Reduction Capabilities (Sound Transmission Class) STC of ~44 dB or Comparable</li> </ul> <p>The Door is to be neatly mounted/anchored into the existing walls/masonry. The installation should be of high quality as per applicable, SABS 1553-1, 2007; SANS 10400 specifications with even spacing right round with weather and transition strips. The installation should be complete with all applicable ironmongery, locks, suitable door frame, Chrome half-moon magnetic door stoppers, fittings, attachments, and all applicable utilities designed to render optimal functionality thereof. For double doors, apply opaque frosting film on the entire Fixed door panel and/or partition and on the bottom half of the main access door panel. The top half of the main access door panel should have decorative design/decal of the same opaque frosting material however the clear patches should be sufficient enough to serve as a viewing panel. Frosting Design detail to be discussed with NICD PM</p>				
19	<p><b>Termination Points: Wall, Floor and Ceiling Interphasing</b></p> <p>Supply and install suitable wood skirting that will serve to firmly secure the plywood floor and the chromadek walls. Use clear silicon to fill any voids.</p> <p>Supply and install suitable polystyrene cornice that serve as an interphase between the wall and ceiling panels. Use white acrylic and paintable silicon to fill any voids.</p>	SUM	ALL		
15	<p><b>Bulk Electrical Supply</b></p> <p>Following recommendations and approved designs stated in item 1, identify, connect and supply bulk services to the site using approved methods and/or applicable standards and regulations.</p>	SUM	ALL		

	<p>Supply and install suitably sized DBs (internal and external) in preparation for reticulating power within the structure.</p> <p><b>NB: All bulk services are to be connected and fed from the nearest source and ideally reticulated subsurface, with the necessary protection and spacing (water and electrical lines cannot be reticulated together in the same trench!) as necessary.</b></p>				
17	<p><b>Electrical Internal Reticulation:</b></p> <p>Supply and install Grey double compartment PVC Electrical Power and Data Skirting to be mounted ~100mm from the top of the floor skirting. The Electrical Skirting should be complete and fully functional with the following:</p> <ul style="list-style-type: none"> <li>• Connection point for data @ 10No.</li> <li>• Electrical sockets connected to Red Plugs with 3 Pin domestic use. These should be connected via the main DB with dedicated adequately sized breaker or as necessary and evenly distributed along skirting as advised. @40No.</li> <li>• Ensure there is provision to connect 4 Red Plugs to dedicated 20 AMP Circuit Breakers in preparation for the use of large equipment. Plug configuration to be advised prior to installation.</li> <li>• Electrical sockets connected to normal 3 Pin plugs for domestic use. Each socket point is to have 3 Pin Plug, 2 Pin Plug and a USB Connection for convenience to the end user. There are to be neatly installed next to the Red Plugs @10No.</li> <li>• Consider an electrical skirting length equivalent to the perimeter of the facility or 25m.</li> </ul> <p><b>NB: There will be a requirement to demonstrate that ALL connection points (data/phone/electrical and otherwise are fully functional prior to the issuing of a completion certificate or acceptance of works by the NICD PM</b></p>	SUM	ALL		
18	<p><b>Lighting and Related Electrical Installations:</b></p> <p><b>Internal</b> – Supply and install adequate lighting.</p> <p>Properties to be used as a guide are as follows: 3x40W x 1No. (1200x600mm) Parabolic Ceiling Light Fitting. Fully Fitted as per SANS 10400 and/or SANS 10114-1:2005 with Appropriate LED Lamps @4No</p>	SUM	ALL		

	<p>The Light Fixture Should have the following Properties as Minimum:  Material: Mild Steel  Supply Voltage: 230VAC  Lamp Holder: T8  Reflector Material: German Aluminium  Ballast: Electronic for Fluorescent and N/A for LED  Protection Rating: IP 20  Dimmable: No</p> <p><b>External:</b></p> <ol style="list-style-type: none"> <li>Supply and install <b>4no.</b> @50W external Radiant LS384 wall light fixtures suitable for outdoor use. 90mm Dia with Protection Rating: IP 54. Die Cast Aluminium Casing, Depth = 140mm, height = 160mm, Colour = Cool white.</li> <li>Supply and install <b>2no.</b> Day and Night Switches. Allocations to be split between i. and ii. With the extra switch reserved as a spare part.</li> </ol> <p><b>NB:</b> All internal reticulations are to be neatly surface mounted using a 25mm galvanised steel bosal. All termination points such as switches should therefore be compatible with the installation and complement the reticulation method.</p>				
19	<p><b>Light Switches and Sockets:</b></p> <p>Supply and Install suitable industrial use units.  Material: Poly Carbonate cover with galvanized steel casing.</p> <p><b>NB – General:</b> Ensure that all electrical wiring meets the minimum applicable performance standards as per SANS 10141-2 Part 1: Low Voltage Installations and the following IEC Series:  IEC 60079; 60721; 60071 Parts 1 to 4; 60909-0; 61008-1; 62052-11; 62305-3 and any other standards deemed applicable.</p>	SUM	ALL		
20	<p><b>Air-conditioning:</b></p> <p>Supply and install new full/complete set under ceiling air conditioning units. Include all accessories and fixtures that will enable full and optimum functionality as per the applicable regulations. All drainage pipes are to be diverted to suitable drainage points with the drainage pipes neatly mounted against the wall or surface as necessary.</p>	No	1		

	<p>Air Conditioning Technical Details:</p> <ul style="list-style-type: none"> <li>• Under Ceiling</li> <li>• Remote neatly mounted on the wall using suitable bracket</li> <li>• R410a Ozone Friendly Gas</li> <li>• Non Inverter</li> <li>• Preferred brands are Samsung, LG, Midea, Hisense, York, Alliance, Jet Air or Similar.</li> <li>• 60 000BTU</li> </ul> <p>NB: Accessories and Fixtures include but are not limited to the following:</p> <ul style="list-style-type: none"> <li>• Suitable sheathing for pipes, including placement</li> <li>• All services such as power, drainage and pipes linking the internal unit with the external should be enclosed in a suitable uPVC trunking that is neatly mounted on the wall or surface as necessary.</li> <li>• Where pipes and/or trunking terminates, turns or encounters an obstruction of any kind, neatly work around the obstacle to ensure a neat and uniform installation as necessary.</li> <li>• Brackets and/or suitable mounting accessories</li> <li>• Dedicated and suitably sized isolator(s)</li> <li>• Aircon unit to have a dedicated circuit breaker on the local DB Board that is suitably labelled against the isolator for ease of traceability.</li> </ul> <p>Consult with NICD PM for unit approval prior to procurement</p>				
21	<p><b>Access: Staircase, Handrail and General Platform/Ramp</b></p> <p>Supply and install an industrial duty mantis grating stair case access. The staircase can be designed to complement a suitable heavy duty chequer plate ramp for the ease of moving heavy equipment in castors. The grating will have the following properties and is to be installed as per the engineer and manufacturer's instructions. The installation must have all accessories and fittings such as locking plates, saddles clamps,</p>	SUM	ALL		



	<p>fixing clip sets, suitable sized and graded bolts, nuts etc. as necessary</p> <ul style="list-style-type: none"> <li>• Type: RS40 (40x40) i.e. 25 bearer bars per meter width at 40mm pitch</li> <li>• Bearer bar Size: 25 x 4.5mm</li> <li>• Slip Resistance: Non Slip dimples</li> <li>• Material: Stainless Steel Types 304 and/or 316 or Hot dip galvanized or Mild Steel 300WA (S355JR)</li> <li>• Panel lengths: 2400mm</li> <li>• Width:1200mm</li> <li>• Edges: protected all round by a kick plate welded to transverse bars as per applicable welding standards.</li> <li>• Staircases: non slip perforated nosing for both non slip and sighting functions with a side plate</li> <li>• Tolerances: as per engineer and manufacturer's specifications</li> <li>• Hand railing: Tubular Mild Steel or Galvanized ball type, welded @1000mm effective height with bracing bar @500mm on stanchion. Commercial quality</li> </ul> <p><b>NB:</b> Ensure that the ramp is adequately supported by a suitable steel frame and that the slope is suitable for loading heavy material as required.</p>				
22	<p>Provide COCs, Warranty and Guarantee Certificates for all installation i.e. Electrical, Structural and Insulation Material.</p> <p><b>NB:</b> Provide 3 Copies (1no. Soft copy to be emailed and 2no. Printed copies in neatly bound files) for Record Keeping. The copies/files should include all data packs in item 1 as well as built drawings.</p>	SUM	1		
23	<b>HSE Compliance</b>	No	1		

	Provide a Safety File with a list of all Artisan Competences (Qualifications and where applicable, Affiliations with relevant Regulatory bodies), Legal Appointments, Training and SOPs/Method Statements for the Various Trades. Include the Site Safety Management Plan (HSE Plan with relevant and full time 16.1; 16.2; 8.1; 8.2; and 8.6 Appointees) as contemplated in the Construction Regulations 2014 as well as a Schedule with Applicable Milestones, Critical Paths, Site Handover and Official Project Close Outs or Completion Declaration, Proof of Material Delivery Agreements with respective Suppliers and Lead Times for Material Delivery. <b>NICD Insists on a 2-year Warranty and Guarantee on ALL Installed items and workmanship.</b>				
24	Allow a 10% Contingency to be used at the discretion of the Principal Agent and deducted in whole or in part if not required.	SUM	1		
	TOTAL				
	PLUS 15% VAT				
	GRAND TOTAL				
	Estimated time in Days to complete work above				

**Required mandatory documents listed on page 33 of this RFQ document**

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## 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: .....

## SBD4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:  
.....  
.....

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

---

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....  
Signature Date

.....  
Position Name of bidder

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)
- (f) **“Historically Disadvantaged Individual (HDI)”**
  - i. Means a South African citizen who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (“The Interim Constitution”) and /or
  - ii. Who is a female; and/or
  - iii. Who has a disability
- (g) **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- (h) **“Youth”** Has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008)
- (i) **“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the PPPFA which may include contracting with persons, or group of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the

implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations,



preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

### Points awarded for historically disadvantaged individuals

Preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification certificate for every separate tender.

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

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)***

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Percentage Owned (To be completed by the tenderer)	Means of Verification	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI		6		%	Valid B-BBEE Certificate/Affidavit Sworn under oath, ID copy of owner/s of the business / Ownership certificate issued by Companies and Intellectual Property Commission (CIPC	
Woman		4		%	Valid B-BBEE Certificate/Affidavit Sworn under oath, ID copy of owner/s of the business / Ownership certificate issued by Companies	

					and Intellectual Property Commission (CIPC	
Disabled		1		%	Valid B-BBEE Certificate/Affida vit Sworn under oath, ID copy of owner/s of the business /  Ownership certificate issued by Companies and Intellectual Property Commission (CIPC	
Youth		4		%	Valid B-BBEE Certificate/Affida vit Sworn under oath, ID copy of owner/s of the business /  Ownership certificate issued by Companies and Intellectual Property Commission (CIPC	
Locality <ul style="list-style-type: none"> <li>City of Johannesburg = 5</li> <li>Gauteng Province = 2</li> <li>National = 0</li> </ul>		5			CSD/proof of municipal account /letter from the Ward  Council confirming the business address	

<b>Total Points</b>		<b>20</b>				
---------------------	--	-----------	--	--	--	--

### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of

state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecutio

#### 4 CERTIFICATE OF QCQUITANCE WITH RFQ TERMS AND CONDITIONS AND APPLICABLE DOCUMENTS

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

#### 5 AUTHORITY FOR SIGNATORY

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## TECHNICAL / FUNCTIONAL EVALUATION CRITERIA

Next step 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 or 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:

<b>Price Assessment</b>	<b>80 Points</b>
<b>Specific Goals</b>	<b>20 Points</b>

## ADMINISTRATIVE COMPLIANCE

- Administrative compliance/responsiveness will be tested based on returnable documents submitted and signatures on the Bid documents.
- At this stage, it must be determined what documents are required to be returned by Bidders. Returnable documents are categorized as follows:

**a) Mandatory Returnable Documents (to be returned by Bidders)**

**(NOTE: Failure to provide the below listed documents WILL lead to disqualification)**

1. The Service Providers to have to agree with all NHLS General Conditions of Bid, RFQ and Conditions of Contract (GCC)	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder must submit and attach to the bid response the signed and accepted NHLS General Conditions of Bid, RFQ and Conditions of Contract (GCC).</b>		

1. Fully completed and signed Declaration of Interest SBD 4, SBD 6.1	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder must submit and attach to the bid response the signed Declaration of Interest SBD 4, SBD 6.1 and SBD 6.2 including Annexure B and C.</b>		

3. Fully completed and signed RFQ document and initial each page.	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder must submit and attach to the bid response the fully completed and signed RFQ document. Bidder to initial each page of the RFQ document.</b>		

4. Bidder <i>must</i> complete the pricing Schedule (Pages 7 and 8).	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder must submit and attach to the bid response fully completed pricing Schedule (Pages 7 and 8).</b>		

5. Bidder <i>must</i> provide registration confirmation with CIDB in terms of the CIDB Act 38 of 2000. If Required	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: Bidder must provide details and registration confirmation with CIDB in terms of the CIDB Act 38 of 2000.</b>		

## Essential Returnable Documents (to be returned by Bidders)

1. B-BBEE Certificate and/or Affidavit	<b>Comply</b>	<b>Do Not Comply</b>

**Substantiation:** The bidder must submit and attach to the bid response a copy of B-BBEE Certificate issued by an authorised body or person, or a sworn Affidavit prescribed by the B-BBEE Codes of Good Practice.

2. TAX Clearance Certificate and/or TAX verification Pin and/or TAX Compliance Status Letter	<b>Comply</b>	<b>Do Not Comply</b>

**Substantiation:** The bidder must submit and attach to the bid response a valid TAX Clearance Certificate and/or TAX verification Pin and/or TAX Compliance Status Letter issued by the South African Revenue Services (SARS).

3. CSD Report (Central Supplier Database)	<b>Comply</b>	<b>Do Not Comply</b>

**Substantiation:** The bidder must submit and attach to the bid response an **updated CSD Registration Report within the RFQ advert period.**

4. CIPC - Company Registration Number	<b>Comply</b>	<b>Do Not Comply</b>

**Substantiation:** The bidder must submit and attach to the bid response a copy of Company Registration (CIPC).



**Mandatory Technical Requirements.**

**TECHNICAL EVALUATION CRITERIA**

**(NOTE: Failure to provide the below listed documents WILL lead to disqualification)**

	Mandatory Technical Requirements	Comply	Not Comply
1.	Bidder must provide details and registration confirmation with CIDB in terms of the CIDB Act 38 of 2000. (Bidder must provide proof grading level 2GB or Higher)		
2.	Bidder must provide proof of at least 5 similar over R500 000.00 of related scope successfully completed in the last 5 years. Completion Letters with traceable/contactable references and site locations will suffice		
3.	Bidder must provide a Detailed and Concise CVs, Qualifications ( <i>Diploma or Degree</i> ) and Professional Registrations (ECSA) and Trade Tests for Artisans of the following: <ul style="list-style-type: none"> <li>• Structural /Civil Engineer or Technologist</li> <li>• Electrical Installation Technician</li> <li>• Land Surveyor</li> </ul>		
4	Working at Heights Competences		
5	Bidder must attach Brochure of materials to be used on the project		
6	Bidder to provide Concise Method Statement of the installation process in a stage-wise manner and maintenance post installation. It will be advantageous to include schematics and/or a Standard Operating Procedure where applicable		
7	Bidder must provide Program/Schedule in days for the project rollout from date of appointment until handover/practical completion. <b>Maximum allowable time is 6 weeks</b>		

## 6 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: \_\_\_\_\_

## 7 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  The bidder must complete and submit the SBD6.2 and Annexure B and C for Local Content  If a bidder fails to meet the minimum stipulated threshold for local production and content it will be considered an unacceptable tender.	N/A
Schedule 5	Certificate of attendance of compulsory briefing session (if applicable)	
Schedule 6	(Applicable for Renovation)	

## **8 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
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices

18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## **General Conditions of Contract**

### **1. Definitions**

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.

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- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

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

### **4. Standards**

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

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

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

### **6. Patent rights**

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

### **7. Performance security**

- 7.1.1 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**

- 1.1 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.

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## **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**

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

## **22. Penalties**

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

## **23. Termination for default**

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

- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

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

- 24.1 When, after the date of bid, provisional payments are required, or 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 Program 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.

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

<b>Name:</b>	
<b>Designation:</b>	-
<b>Bidder:</b>	
<b>Signature:</b>	
<b>Date:</b>	