



## REQUEST FOR BID

The South African Qualifications Authority (SAQA) invites all interested parties to submit bids for requirements stipulated below:

<b>DOCUMENT NUMBER:</b>	SAQA 0004/19 DFA
<b>RFB ISSUE DATE</b>	12 July 2019
<b>RFB CLOSING DATE AND TIME:</b>	01 August 2019; 11H00
<b>RFB VALIDITY PERIOD</b>	120 Days (from RFB closing date)
<b>DESCRIPTION</b>	Maintenance and Repair of Heating, Ventilation, Air-Conditioning (HVAC) infrastructure of the South African Qualifications Authority (SAQA) building, including new installations for a period of five (5) years
<b>PERIOD</b>	Five (5) years
<b>BRIEFING SESSION</b>	Compulsory briefing session includes a site visit to the SAQA House, 1067, Arcadia Street, Hatfield, Pretoria, 0083 on 22 July 2019 @ 11h00.
<b>RESPONSES/SUBMISSIONS</b>	All responses/submissions should be hand-delivered to the following address:  Tender Box located at the Reception on the ground floor,  SAQA House, 1067 Arcadia Street, Hatfield, Pretoria 0083
<b>ENQUIRIES</b>	Please direct all enquiries using the following e-mail address:  Mr Jeremy Thomas  E-Mail Address: <a href="mailto:tenders@saqa.co.za">tenders@saqa.co.za</a>

Maintenance and repair of Heating, Ventilation, Air- Conditioning (HVAC) infrastructure of the South African Qualifications Authority (SAQA) building, including new installations for a period of five (5) years

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## **SECTION 1: TERMS OF REFERENCE**

### **1. INTRODUCTION**

- 1.1. The National Qualifications Framework (NQF) Act, 67 of 2008 mandates SAQA to oversee the further development and implementation of the NQF, advance its objectives and co-ordinate the three sub-frameworks.
- 1.2. The objectives of the NQF are designed to contribute to the full personal development of each learner and to the social and economic development of the nation at large.
- 1.3. By implication, SAQA as the custodian of the NQF therefore plays an influential role in the entire education and training sector.

### **2. PURPOSE**

- 2.1. The purpose of this Bid is to appoint a suitably qualified and fully registered service provider to afford SAQA with HVAC maintenance, repair services and new installations for a period of five (5) years.
- 2.2. This document intends to provide the prospective Service Providers' with adequate information to understand and respond to SAQA's requirements. It serves to ensure uniformity in responses and to provide a structured framework for the evaluation of proposals.

### **3. BACKGROUND**

- 3.1. The South African Qualifications Authority (SAQA) is a public entity listed in Schedule 3A of the Public Finance Management Act, 1 of 1999, and must meet its requirements.

### **4. SCOPE OF SERVICES REQUIRED**

The appointed HVAC Services Provider will be required to:

- 4.1 Maintain all HVAC related equipment in accordance with the original or revised design specifications / parameters.
- 4.2 Ensure that work of a technical nature is performed by "Competent" persons as defined by the Occupational Health and Safety Act who are experienced

and skilled in maintaining facilities similar to which are the subject matter of this agreement and who are employed and supervised by the Service Provider.

- 4.3 Provide call-out service twenty-four (24) hours a day, seven (7) days per week. The call-out service must be carried out at the cost as provided for in the pricing schedule. The Service Providers' staff must be equipped with adequate communication equipment and necessary tools to perform the work and to ensure a minimum delay in the response to emergency call-outs.
- 4.5 Supply, repair and replace all parts of every description made necessary through normal wear and tear when such replacement or repair is deemed necessary in accordance with this Agreement and the manufacturer's requirements. Only parts that are certified by the original equipment manufacturer (OEM), in all respects, must be used, unless not immediately available and agreed with SAQA in writing.
- 4.6 Replace all parts timeously, thereby limiting the incidence of break-downs, unplanned maintenance or repair and consequently maintain maximum building infrastructure operation.
- 4.7 Provide within a one (1) month period, after being awarded the contract, site registers located in a mutually agreed location and maintain accurate records of work, repairs and safety related operation tests and checks.
- 4.8 Provide within a two (2) month period, after being awarded the contract, a customer communication logbook situated at a mutually agreed location for effective two-way communication, between SAQA staff and the Service Provider's staff. This logbook must accurately record each and every task individually, per discipline.
- 4.9 The Service Provider will give SAQA a guarantee or warranty of three months on all work done together with the OEM warranty of all parts provided, which will be filed in the appropriate Supply Chain Management register.
- 4.10 Provide monthly computer generated reports detailing the history of the call-outs, repairs and breakdown repairs.
- 4.11 Not to assume ownership or control of the building infrastructure, all of which must exclusively remain the property of SAQA.

4.12 Inform SAQA in writing of any repair, replacement, or modification required to the existing infrastructure deemed necessary. No repair, replacement, or modification work must be undertaken without the express consent of SAQA's duly appointed representative.

4.13 **New Projects / Installations.** The successful bidder should demonstrate the ability to undertake and complete any new projects/installations in terms of the labour rates expressed in Section 13.2 of this Bid document.

#### **4.14 Compliance with Occupational Health and Safety Act 1993**

4.14.1 Bidders need to take note of the requirements of the Occupational Health and Safety Act 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The bidder must be deemed to have read and fully understood the requirements of the above Acts and Regulations and have allowed for all costs in compliance therewith. A safety file and COIDA plan should be submitted. Failure to comply with the above will result in the following:

4.14.1.1 The Service Provider will not be allowed to work and will have to leave the SAQA premises,

4.14.1.2 The Service Provider will be reported to the necessary regulatory body, and

4.14.1.3 The Service Provider will be penalised as per the applicable penalties below and the SLA.

4.15 This Bid includes and is not limited to the list of current SAQA equipment indicated below:

13 x Cassette units

12 x Cassette High Wall units

40 x Console units

30 x Console units

59 x Hi wall split units

2 x Hide- away units

21 x Fresh air system pumps

3 x Air Curtains

4 x Air Extractor fan units

1 x Chiller

2 x Sump Pump units

## 5. SERVICES LEVELS AND APPLICABLE PENALTIES

Minimum Service Level	Target	Penalties
On-site attending to emergencies calls within (2) hours from the time of call	100% response	15% of the labour fee invoiced per incident
On-site attending to normal calls within (4) hours from the time of call	100% response	10% of the labour fee invoiced fee per incident
Non-compliance to OHS standards and any other agreed matter	100% at all times	10% of the invoice per incident

- 5.1** The maximum penalties for poor performance and other non-compliance to contract will be limited to 20% of the total monthly invoice fees, per incident.

Furthermore, should the 20% limit be reached four (4) times during the contract period, SAQA reserves the right to immediately enter into a service dispute, that may result in the termination of the contract.

- 5.2** Notwithstanding the aforementioned, and without prejudice to any other rights that SAQA has, SAQA reserves the right to enter into service disputes at any point in time with the view of contract cancellation. During a service dispute, the service provider must continue to render services in terms of and in accordance with service levels.

- 5.3** The enforcement of a penalty does not exempt the bidder from resolving a problem nor does it stop the repetitive levying of the penalty at the stipulated percentage value of a particular service level. The penalty must be enforced

for subsequent periods of non-performance until resolved. Only penalties will apply and no service credits will accrue.

## SECTION 2: EVALUATION CRITERIA

### 1. The bid will be evaluated on four (4) stages:

**Stage 1:** Administrative compliance and screening mandatory documents

**Stage 2:** Mandatory requirements

**Stage 3:** Functionality evaluation

**Stage 4:** Price and B-BBEE

#### 1.1. STAGE 1: ADMINISTRATIVE COMPLIANCE CHECKS

Bidders must ensure that all standard bid documents are signed and the Central Supplier Database report or Unique Number or Supplier number from the CSD is attached to the proposal.

#### 1.2. STAGE 2: MANDATORY REQUIREMENTS

Bidders must submit all the following documents to advance to the Functionality Evaluation (stage 3):

Regulatory Authority	Minimum requirements
Construction Industry Development Board (CIDB)	<ul style="list-style-type: none"> <li>Must be registered in terms of Mechanical Engineering (ME) Grade designation Level two (2) at least or above and submit certification</li> </ul>
South African Refrigeration & Air-Conditioning Contractors (SARACCA)	<ul style="list-style-type: none"> <li>Must submit letter confirming membership to this institution</li> </ul>
Trade test certificate from Department of Labour	<ul style="list-style-type: none"> <li>Must submit a trade test certificate (Refrigeration Technician) of the person who will be assigned to the site</li> </ul>
Qualified Wireman's License Certificate	<ul style="list-style-type: none"> <li>Must submit the qualifications of a qualified electrician on board in the team, to do electrical connections</li> </ul>

### 1.3. STAGE 3: FUNCTIONALITY EVALUATION

Functionality will be scored against the following criteria. Please note that a bidder will be disqualified where the minimum score of 80 points is not achieved.

<b>FUNCTIONALITY: PHASE 1</b>		
<b>Criteria</b>	<b>Sub-criteria</b>	<b>Points</b>
<p><b>Bidder's relevant experience for the assignment:</b> (The bidder must attach duly signed relevant reference letter(s) to qualify for the indicated points)</p>	<p>The reference letter must bear the letterhead of the organisation where the HVAC services were provided. SAQA reserves the right to contact these organisations, without prior notice to the bidder.</p> <ol style="list-style-type: none"> <li>1. Bidder with no relevant reference letters of contracts services = <b>0 points</b></li> <li>2. Bidder with at least one relevant reference letters = <b>10 points</b></li> <li>3. Bidder with at least two relevant reference letters = <b>20 points</b></li> <li>4. Bidder with at least three relevant reference letters = <b>30 points</b></li> <li>5. Bidder with at least four relevant reference letters = <b>40 points</b></li> <li>6. Bidder with at least five relevant reference letters = <b>50 points</b></li> </ol> <p><b>NB:</b></p> <ul style="list-style-type: none"> <li>• Letters of agreement, contracts or purchase orders may not replace relevant reference letters.</li> </ul>	<b>50</b>
<p><b>Experience of bidder's Lead Technician that will be assigned to the contract:</b> (The bidder must attach</p>	<p>The Curriculum Vitae (CV) and Qualifications of the lead Technician will be used for allocation of points as follows:</p> <ul style="list-style-type: none"> <li>• Lead Technician with 1 year relevant working experience and qualifications = <b>10 points</b></li> </ul>	<b>50</b>



<p>the Curriculum Vitae (CV) of the Lead Technician to qualify for points)</p>	<ul style="list-style-type: none"> <li>• Lead Technician with 2 years relevant working experience and qualifications = <b>20 points</b></li> <li>• Lead Technician with 3 years relevant working experience and qualifications = <b>30 points</b></li> <li>• Lead Technician with 4 years relevant working experience and qualifications = <b>40 points</b></li> <li>• Lead Technician with 5 years relevant working experience and qualifications = <b>50 points</b></li> </ul> <p><b>NB:</b></p> <ul style="list-style-type: none"> <li>• The bidder must submit a list of all team members' credentials who will be involved in the project, and specify the Lead Technician.</li> <li>• SAQA reserves the right to verify the authenticity of the qualifications.</li> </ul>	
<b>TOTAL POINTS</b>		<b>100</b>

## 2. MINIMUM SCORING

A bidder must have obtained a minimum of 80 points out of the total points for functionality to qualify to be evaluated on prices and B-BBEE. After the functionality evaluation, the qualifying bids will be evaluated in accordance with the 80/20 preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000), Preferential Procurement Regulation 2017.

## 3. Points awarded for B-BBEE status level of contributor

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12

5	8
6	6
7	4
8	2
Non-compliant contributor	0

**SECTION 3: PRICING SCHEDULES SBD 3.1**

**PRICING SCHEDULE – FIRM PRICES  
(SERVICES)**

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

Name of bidder..... Bid number: SAQA 0004/19 DFA

Closing Time 11:00 on 01 August 2019

**OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.**

Item	Description of equipment	Number of Units	Type of Service required	Frequency	Service cost	Rand value per unit (Inclusive of VAT)	Total Rand value (Inclusive of VAT)
1	Chiller	1	Major	Bi-annually	2		
2	Extractor fans	4	Minor	Bi-annually	2		

3	AC units various types	156	Minor	Bi-annually	2		
4	Air Curtains	3	Minor	Bi-annually	2		
5	Fresh air system pumps	21	Minor	Bi-annually	2		
6	Sump Pumps	2	Minor	Bi-annually	2		
7	Site Inspection			Monthly			R
<b>Total for Year 1</b>							R
<b>Total for Year 2</b>							R
<b>Total for Year 3</b>							R
<b>Total for Year 4</b>							R
<b>Total for Year 5</b>							R
<b>GRANDTOTAL including VAT and escalations</b>							R

### 3.2 LABOUR COST BREAKDOWN FOR NEW INSTALLATIONS.

LABOUR COST BREAKDOWN FOR CALL - OUTS & NEW INSTALLATIONS including escalations					
ITEM DESCRIPTION	RATES Year 1	RATES Year 2	RATES Year 3	RATES Year 4	RATES Year 5
<p>Provision of new HVAC infrastructure for Five (5) years to the South African Qualifications Authority (SAQA)</p> <p>Please note:</p> <p>For evaluation purposes the following criteria will be applied in order to calculate Labour Rates:</p> <ul style="list-style-type: none"> <li>• Normal Hours x 100 hours</li> <li>• Weekend x 60 hours</li> <li>• 120 x Standard Call-out units</li> </ul> <hr/> <p>For evaluation purposes an amount of R 100,000.00 will be used to calculate the Mark-up fee for items below R 15,000.00</p> <p style="text-align: center;">&amp;</p> <p>R 400,000.00 for items above R 15,000.00</p>	<p><b><u>Normal Hourly Rates</u></b></p> <p>- Labour rate (p/hour) = R _____</p> <p>Standard Call-out rate (p/hour) = R _____</p> <p><b><u>Weekend Hourly Rates</u></b></p> <p>- Labour rate (p/hour) = R _____</p> <p><b><u>Public holidays and After Hours Rates</u></b></p> <p>Labour rate (p/hour) = R _____</p> <p><b><u>Mark-up Fee</u></b> for all items below R15,000.00</p> <p>Percentage = _____%</p> <p><b><u>Mark-up Fee</u></b> (for all items above R15,000.00</p> <p>Percentage = _____%</p>	<p><b><u>Normal Hourly Rates</u></b></p> <p>- Labour rate (p/hour) = R _____</p> <p>Standard Call-out rate (p/hour) = R _____ = _____</p> <p><b><u>Weekend Hourly Rates</u></b></p> <p>- Labour rate (p/hour) = R _____</p> <p><b><u>Public holidays and After Hours Rates</u></b></p> <p>Labour rate (p/hour) = R _____</p> <p><b><u>Mark-up Fee</u></b> for all items below R15,000.00</p> <p>Percentage = _____%</p> <p><b><u>Mark-up Fee</u></b> (for all items above R 15,000.00</p> <p>Percentage = _____%</p>	<p><b><u>Normal Hourly Rates</u></b></p> <p>- Labour rate (p/hour) = R _____</p> <p>Standard Call-out rate (p/hour) = R _____ = _____</p> <p><b><u>Weekend Hourly Rates</u></b></p> <p>- Labour rate (p/hour) = R _____</p> <p><b><u>Public holidays and After Hours Rates</u></b></p> <p>Labour rate (p/hour) = R _____</p> <p><b><u>Mark-up Fee</u></b> for all items below R15,000.00</p> <p>Percentage = _____%</p> <p><b><u>Mark-up Fee</u></b> (for all items above R 15,000.00</p> <p>Percentage = _____%</p>	<p><b><u>Normal Hourly Rates</u></b></p> <p>- Labour rate (p/hour) = R _____</p> <p>Standard Call-out rate (p/hour) = R _____ = _____</p> <p><b><u>Weekend Hourly Rates</u></b></p> <p>- Labour rate (p/hour) = R _____</p> <p><b><u>Public holidays and After Hours Rates</u></b></p> <p>Labour rate (p/hour) = R _____</p> <p><b><u>Mark-up Fee</u></b> for all items below R15,000.00</p> <p>Percentage = _____%</p> <p><b><u>Mark-up Fee</u></b> (for all items above R 15,000.00</p> <p>Percentage = _____%</p>	<p><b><u>Normal Hourly Rates</u></b></p> <p>- Labour rate (p/hour) = R _____</p> <p>Standard Call-out rate (p/hour) = R _____ = _____</p> <p><b><u>Weekend Hourly Rates</u></b></p> <p>- Labour rate (p/hour) = R _____</p> <p><b><u>Public holidays and After Hours Rates</u></b></p> <p>Labour rate (p/hour) = R _____</p> <p><b><u>Mark-up Fee</u></b> for all items below R15,000.00</p> <p>Percentage = _____%</p> <p><b><u>Mark-up Fee</u></b> (for all items above R 15,000.00</p> <p>Percentage = _____%</p>

Maintenance and repair of Heating, Ventilation, Air- Conditioning (HVAC) infrastructure of the South African Qualifications Authority (SAQA) building, including new installations for a period of five (5) years

## SECTION 4: INVITATION TO BID AND BIDDER'S PARTICULARS

### INVITATION TO BID (SBD 1)

#### PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE SOUTH AFRICAN QUALIFICATIONS AUTHORITY

BID NUMBER:	<b>SAQA 0004/19 DFA</b>	CLOSING DATE:	<b>01 August 2019</b>	CLOSING TIME:	<b>11:00</b>
DESCRIPTION	MAINTENANCE AND REPAIR OF HEATING, VENTILATION, AIR- CONDITIONING (HVAC) INFRASTRUCTURE OF THE SOUTH AFRICAN QUALIFICATIONS AUTHORITY (SAQA) BUILDING, INCLUDING NEW INSTALLATIONS FOR A PERIOD OF FIVE (5) YEARS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

<b>SOUTH AFRICAN QUALIFICATIONS AUTHORITY</b>
<b>SAQA HOUSE BUILDING,1067, ARCADIA STREET,</b>
<b>HATFIELD, PRETORIA,</b>
<b>0083</b>
<b>SUPPLIER INFORMATION</b>

Maintenance and repair of Heating, Ventilation, Air- Conditioning (HVAC) infrastructure of the South African Qualifications Authority (SAQA) building, including new installations for a period of five (5) years

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes  <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
<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>					

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ANSWER PART B:3 BELOW]</p>
<p><b>SIGNATURE OF BIDDER</b></p>	<p>.....</p>	<p><b>DATE</b></p>	
<p><b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b> (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</p>			
<p><b>TOTAL NUMBER OF ITEMS OFFERED</b></p>		<p><b>TOTAL BID PRICE (ALL INCLUSIVE)</b></p>	
<p><b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b></p>		<p><b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b></p>	
<p>DEPARTMENT/ PUBLIC ENTITY</p>	<p><b>SAQA</b></p>	<p>CONTACT PERSON</p>	<p><b>Mr. Biniamien Dramat</b></p>
<p>CONTACT PERSON</p>	<p><b>Mr. Jeremy Thomas</b></p>	<p>TELEPHONE NUMBER</p>	<p><b>(012) 431 5114</b></p>
<p>TELEPHONE NUMBER</p>	<p><b>(012) 431 5062</b></p>	<p>FACSIMILE NUMBER</p>	
<p>FACSIMILE NUMBER</p>		<p>E-MAIL ADDRESS</p>	<p><a href="mailto:tenders@sqa.co.za">tenders@sqa.co.za</a></p>
<p>E-MAIL ADDRESS</p>	<p><a href="mailto:tenders@sqa.co.za">tenders@sqa.co.za</a></p>		

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.



## 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

## 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  
 YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
 YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  
 YES  NO

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**BIDDING STRUCTURE**

**1.1 Bidding Entity Type:**

Indicate the type of Bidding structure by marking with an 'X':		
1	Individual <i>Bidder</i>	
2	<i>Joint Venture</i>	
3	<i>Consortiums</i>	

**1.2 Individual Bidders:**

If individual bidder, indicate the following:		
1	Name of <i>Bidder</i>	
2	Registration Number	
3	Vat registration Number	
4	Contact Person	
5	Telephone Number	
6	Fax Number	
7	Email address	
8	Postal Address	
9	Physical Address	
10	Tax Registration Number	

**1.3 Joint Ventures:**

If Joint Venture or Consortium, indicate the following for the PRIME BIDDER		
1	Name of <i>Prime Bidder</i> organisation	
2	Registration Number	
3	Vat registration Number	
4	Contact Person	
5	Telephone Number	
6	Fax Number	
7	Email address	
8	Postal Address	
9	Physical Address	
10	Tax Registration Number	

If Joint Venture or Consortium, complete for each PARTNER involved in the bid		
Partner 1		
1	Name of Partners	
2	Registration Number	
3	Vat registration Number	
4	Contact Person	
5	Telephone Number	
6	Fax Number	
7	Email address	
8	Postal Address	
9	Physical Address	
10	Tax Registration Number	

Partner 2		
1	Name of Partners	
2	Registration Number	
3	Vat registration Number	
4	Contact Person	
5	Telephone Number	
6	Fax Number	
7	Email address	
8	Postal Address	
9	Physical Address	
10	Tax Registration Number	

Partner 3		
1	Name of Partners	
2	Registration Number	
3	Vat registration Number	
4	Contact Person	
5	Telephone Number	
6	Fax Number	
7	Email address	
8	Postal Address	
9	Physical Address	
10	Tax Registration Number	

Partner 4		
1	Name of Partners	
2	Registration Number	
3	Vat registration Number	
4	Contact Person	
5	Telephone Number	
6	Fax Number	
7	Email address	
8	Postal Address	
9	Physical Address	
10	Tax Registration Number	

## DECLARATION OF INTEREST (SBD 4)

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

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

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
  
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

a) Full Name of bidder or his or her representative:	
b) Identity number	
c) Position occupied in the Company (director, trustee, shareholder <sup>2</sup> , member):	
d) Registration number of company, enterprise, close corporation,	

partnership agreement or trust:	
e) Tax Reference Number:	
f) VAT Registration Number	

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

4. Are you or any person connected with the bidder presently employed by the state? If so, furnish the following particulars:

YES	NO
-----	----

a) Name of person / director / trustee / shareholder/ member:

b) Name of state institution at which you or the person connected to the bidder is employed :

\_\_\_\_\_

c) Position occupied in the state institution:

\_\_\_\_\_

d) Any other particulars

\_\_\_\_\_

\_\_\_\_\_

5. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES	NO
-----	----

6. If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid. If no, furnish reasons for non-submission of such proof.

YES	NO
-----	----

7. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? If so,

YES	NO
-----	----

furnish particulars:

--	--

8. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? If so, furnish particulars.

<b>YES</b>	<b>NO</b>
------------	-----------

9. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? If so, furnish particulars.

<b>YES</b>	<b>NO</b>
------------	-----------

10. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? If so, furnish particulars:

<b>YES</b>	<b>NO</b>
------------	-----------

**11. Full details of directors / trustees / members / shareholders**

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



**12 DECLARATION**

I, THE UNDERSIGNED (NAME).....

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Name of bidder**

## PREFERENCE POINTS CLAIM IN TERMS OF PPR 2017 (SBD 6.1)

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

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

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

---

#### 4. GENERAL CONDITIONS

4.1. The following preference point systems are applicable to all bids:

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

4.2.

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

4.3. Points for this bid must be awarded for:

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

4.4. The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED</b>	<b>100</b>

4.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor

together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 5. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a Bidder to provide goods or services in accordance with specifications as set out in the Bid documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - B-BBEE Status level certificate issued by an authorized body or person;
  - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 6. POINTS AWARDED FOR PRICE

### 6.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

**or**

**90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

## 7. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

## 8. BID DECLARATION

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

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

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

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

**9. SUB-CONTRACTING**

9.1. Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

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

9.1.1. If yes, indicate:

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

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

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

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

Any EME		
Any QSE		

10. **DECLARATION WITH REGARD TO COMPANY/FIRM**

10.1. Name of company/firm:.....

10.2. VAT registration number:.....

10.3. Company registration number.....

10.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

10.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....  
 .....

10.6. COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

## DECLARATION OF BIDDER'S PAST SCM PRACTICES (SBD 8)

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>



4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.

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

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf of:

\_\_\_\_\_ that:  
(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</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.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## GENERAL CONDITIONS OF CONTRACT (GCC)

### GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

#### NOTES

The purpose of this document is to:

- Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- 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 must prevail.

#### TABLE OF CLAUSES

1. Definitions	18. Contract amendments
2. Application	19. Assignment
3. General	20. Subcontracts
4. Standards	21. Delays in the supplier's performance
5. Use of contract documents and information; inspection	22. Penalties
6. Patent rights	23. Termination for default
7. Performance security	24. Dumping and countervailing duties
8. Inspections, tests and analysis	25. Force Majeure
	26. Termination for insolvency

9. Packing	27. Settlement of disputes
10. Delivery and documents	28. Limitation of liability
11. Insurance	29. Governing language
12. Transportation	30. Applicable law
13. Incidental services	31. Notices
14. Spare parts	32. Taxes and duties
15. Warranty	33. National Industrial Participation Programme (NIPP)
16. Payment	
17. Prices	34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. **Definitions** 1. The following terms must 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" mean the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

## **2. Application**

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions must 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. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - 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 SAQA or an organization acting on behalf of the SAQA.

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

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

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

8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

## **9. Packing**

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

#### **15. Warranty**

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those 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 actions 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 the SCC.

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

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

16.4. Payment will be made in Rand unless otherwise stipulated in the 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 contract if not already specified in the bid. Such notification, in the



original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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

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

may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

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

- (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 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 ten (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:
- a. The name and address of the supplier and / or person restricted by the purchaser;
  - b. The date of commencement of the restriction
  - c. The period of restriction; and
  - d. 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 wilful 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 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 the SCC.

## **31. Notices**

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax

clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation (NIP) Programme**

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

### **34. Prohibition of Restrictive practices**

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

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

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

## SECTION 5: BID REQUIREMENTS AND SPECIAL BID CONDITIONS

### BID REQUIREMENTS

#### 1. DEFINITIONS

- 1.1. *“and/or”* - means the bidder must offer both but SAQA may select one or both of the options.
- 1.2. *“SAQA”* – means the South Africa Qualifications Authority.
- 1.3. *“SSA”* – means the State Security Agency
- 1.4. *“PPPFA”* – means Preferential Procurement Policy Framework Act
- 1.5. *“RFB”* – means Request For Bid
- 1.6. *“Validity Period”* – means 120 days commencing from the RFB closing date. This date could be extended by agreement between SAQA and the Bidders.

#### 2. CONFIDENTIAL INFORMATION DISCLOSURE NOTICE

- 2.1. This document may contain confidential information that is the property of the South Africa Qualifications Authority (SAQA).
- 2.2. 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 the SAQA.  
All copyright and Intellectual Property herein vests with SAQA.
- 2.3. The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFB. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFB.
- 2.4. For purposes of this process, the term “Confidential Information” will include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future



research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

- 2.5. The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of SAQA (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 2.6. The receiving party shall take all such steps as may be reasonably necessary to prevent SAQA's confidential information coming into the possession of unauthorised third parties. In protecting the receiving party's confidential information, SAQA shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 2.7. Any documentation or records relating to confidential information of SAQA, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
  - 2.7.1. shall be deemed to form part of the confidential information of SAQA;
  - 2.7.2. shall be deemed to be the property of SAQA;
  - 2.7.3. shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and

2.7.4. shall be surrendered to SAQA on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

### **3. NEWS AND PRESS RELEASES**

3.1. Bidders or their agents shall not make any news releases concerning this RFB or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with SAQA.

### **4. PRECEDENCE OF DOCUMENTS**

4.1. This RFB consists of a number of sections. Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFB and the stipulations in any other document attached hereto, or the RFB submitted hereto, the relevant stipulations in this RFB shall take precedence.

4.2. Where this RFB is silent on any matter, the relevant stipulations addressing such matter and which appear in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that SAQA may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by SAQA.

4.3. It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFB. It however remains the exclusive domain and election of SAQA as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of SAQA in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Bidder(s). The Bidder(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

## 5. QUERIES

- 5.1. Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing, to the contact person(s) listed below.

BIDDING PROCEDURE ENQUIRIES		
Contact Person	Telephone	E-mail address
Mr Jeremy Thomas	(012) 431 5062	<a href="mailto:tenders@saga.co.za">tenders@saga.co.za</a>
TECHNICAL INFORMATION		
Contact Person	Telephone	E-mail address
Mr Biniamien Dramat	(012) 431 5018	<a href="mailto:tenders@saga.co.za">tenders@saga.co.za</a>

- 5.2. Under no circumstances may any other employee within SAQA, other than the contact person provided above, be approached for any information. Any such action may result in a disqualification of a response submitted in competition to the RFB.
- 5.3. SAQA reserves the right to place a received query and its corresponding response thereto, on its website, or a website that it has officially selected for such correspondence.

## 6. BRIEFING SESSION:

- 6.1. A compulsory briefing session including a site visit to the SAQA House, 1067, Arcadia Street, Hatfield, Pretoria, 0083 will be held on **22 July 2019 @ 11h00**.

## 7. CUT-OFF DATE FOR QUERIES:

- 7.1. Bidders are allowed a window period for direct written queries up to the **26 July 2019**. No questions shall be answered beyond this window period, unless considered necessary by SAQA.

7.2. Any answer provided to any query shall be made available to all prospective bidders on the SAQA website by or before the **30 July 2019**.

## **8. LANGUAGE**

8.1. The proposals, all correspondence and documents related to the bid document exchanged by the bidder and SAQA must be written in the language of the procedure – English.

8.2. Supporting documents and printed literature furnished by the bidder may be in another language, provided they are accompanied by an accurate translation into the language of the procedure. For the purposes of interpretation of the bid, the language of the procedure will prevail.

## **9. GENDER**

9.1. Any word implying any gender shall be interpreted to imply all other genders.

## **10. HEADINGS**

10.1. Headings are incorporated into this bid document and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

**SPECIAL CONDITIONS OF TENDER / BID AND CONTRACT**

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
<b>1. GUIDELINE ON COMPLETION</b>					
1.1	Bidders must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and noncompliance by marking the NO box. If the contents of the paragraph only need to be noted, please mark the NOTED box. The bidder must clearly state if a deviation from these requirements are offered and the reason therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in this manner may be considered incomplete and rejected. Should bidders fail to indicate agreement/ compliance/Yes or otherwise, SAQA will assume that the bidder is not in compliance or agreement with the statement(s) as specified in this bid.				
1.2	Proper bids for the services specified must be submitted as per the requirement of the bid document.				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
<b>2. CONTRACT LEGAL FRAMEWORK</b>					
2.1	The General Conditions of Contract must be accepted.				
2.2	The laws of the Republic of South Africa shall govern this RFB and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.				
2.3	This RFB, all the appended documentation and the proposal in response thereto read together, will form the basis for a formal contract to be negotiated and finalised between the SAQA and the enterprise(s) to whom SAQA awards the bid, in whole or in part.				
2.4	Should the bidder change any wording or phrase in this document, the bid shall be disqualified.				
2.5	This bid shall be awarded to the primary bidder. No separate agreements shall be concluded with the subcontractors of the primary bidder. The primary bidder shall solely be responsible, accountable and liable for the				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
	fulfilment of the responsibilities and obligations of the contract. Subcontracting must be subjected to SAQA's approval.				
2.6	In the case of Consortiums, Joint Ventures or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split, Rand value and all mandatory documents as per section 1 of the bid document.				
2.7	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid in order to qualify to claim B-BBEE status level points.				
<b>3. ADDITIONAL INFORMATION REQUIREMENTS</b>					
3.1	During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
<b>4. VENDOR INFORMATION</b>					
4.1	All bidders will be required to complete a vendor information form detailing the organisation's complete profile. Bidders information will be uploaded on SAQA's Enterprise Resource Planning System (ERP), Accpacc.				
<b>5. CONFIDENTIALITY</b>					
5.1	The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.				
5.2	All bidders are bound by a confidentiality agreement preventing the unauthorised disclosure of any information regarding SAQA or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of SAQA.				



No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
<b>6. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT</b>					
6.1	Copyright of all documentation relating to this assignment belongs to SAQA. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of SAQA.				
6.2	In the event that the Company would like to use any information or data generated in terms of the Services, the prior written permission must be obtained from SAQA.				
6.3	Bidders must comply with copyright requirements and other applicable laws.				
6.4	SAQA shall own all materials produced by the Company during the course of, or as part of the Services.				
6.5	This clause (Clause 6) shall survive termination of this Agreement or contract.				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
<b>7. PAYMENTS</b>					
7.1	SAQA will pay the contractor the monthly Fee as set out in the final contract. No additional amounts will be payable by SAQA to the contractor.				
7.2	No payment will be made to the contractor unless a monthly invoice has been submitted to SAQA. The invoice must be submitted in advance as determined by SAQA to ensure payment to the Services Provider within 30 days.				
7.3	Payment shall be made into the bidder's bank account formally within 30 days after receipt of an acceptable, valid tax invoice.				
7.4	The contractor shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other moneys required to be paid in terms of applicable law.				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
<b>8. NON-COMPLIANCE WITH SERVICES DELIVERY TERMS</b>					
8.1	As soon as it becomes known to the contractor that he will not be able to deliver the services within the services delivery terms and/or period and/or against the quoted price and/or as specified, SAQA must be given immediate written notice to this effect. SAQA reserves the right to implement remedies as provided for in the General Condition of Contract (GCC).				
<b>9. WARRANTS</b>					
9.1	The Service Provider warrants that:  It/they is/are able to conclude this Agreement to the satisfaction of SAQA for the full duration of the contract.				
9.2	Although the contractor will be entitled to provide services to persons other than SAQA, the contractor shall not without the prior written consent of SAQA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
	provide the Services.				
<b>10. PARTIES NOT AFFECTED BY WAIVER OF BREACHES</b>					
10.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.				
10.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.				
<b>11. RETENTION</b>					
11.1	On termination of this agreement, the contractor shall on demand hand over all SAQA's documentation, information, software, etc., without the right of retention, to SAQA.				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
11.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.				
<b>12. SUBMITTING BID/TENDER</b>					
12.1	An original plus one copy of the bid, i.e. two documents in total should be handed in/delivered/deposited to during office hours 7:30 – 16:30 South African time:				
12.2	The South African Qualifications Authority (SAQA Bid Box, located at the reception, ground floor of the (SAQA House)  1067 Arcadia Street  Hatfield  Pretoria, 0083				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
	<b>NB:</b> Bidders are to indicate on the cover of each document whether it is the original or a copy.				
12.3	<p>Bids should be in a sealed envelope, marked with:</p> <ul style="list-style-type: none"> <li>▫ Bid number: (SAQA 0004/19 DFA)</li> <li>▫ Closing date and time: (01 August 2019, 11h00)</li> <li>▫ The name and address of the Bidder</li> </ul>				
<b>13. LATE BIDS / TENDERS</b>					
13.1	Late submissions will not be accepted. A submission will be considered late if it arrived only one second after 11:00 or any time thereafter. The Tender/Bid box shall be locked at exactly 11:00 and Bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
<b>14. BRIEFING SESSION AND CLARIFICATION</b>					
14.1	Compulsory briefing session includes a site visit to the SAQA House, 1067, Arcadia Street, Hatfield, Pretoria, 0083 on 22 July 2019.				
14.2	Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (e-mail). The bid number should be mentioned in all correspondence. Queries must be directed to the following e-mail address: <a href="mailto:tenders@saqa.co.za">tenders@saqa.co.za</a>				
<b>15. FORMAT OF BIDS/TENDERS</b>					
15.1	Bidders must complete with all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
15.2	Bidders are to set out their proposal in the following format:				
15.2.1	<b>Section 1:</b> Terms of reference				
15.2.2	<b>Section 2:</b> Evaluation criteria				
15.2.3	<b>Section 3:</b> Pricing Schedule and B-BBEE (SBD 3.1 and SBD 6.1)				
15.2.4	<b>Section 4:</b> Invitation to bid & bidders particulars (Including Bidding/Tender Structure, SBD 1, SBD 4, SBD 8, SBD 9 and GCC)				
15.2.5	<b>Section 5:</b> Bid requirements and special bid conditions				
<b>16. DETAIL OF PROPOSAL DOCUMENTS (SUBMISSION FORMAT)</b>					
16.1	<b>Part 1: Bid document including SBDs</b>  Bidders must complete and submit the "Invitation to Bid" document.  Indicate compliance/non-compliance or noted. In case of non-compliance details and				



No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
	referencing to the specific paragraph is required.  Bidder's must complete and submit all required Standard Bid Documents: SBD1, SBD 3.1, SBD 4, SBD 6.1, SBD 8 and SBD 9.				
16.2	<b>Part 2: SARS Tax Compliance Requirement</b>  Bidders must state their National Treasury (CS Central Supplier Database's Supplier Number Unique number and Tax Pin in their bids in order enable SAQA to confirm suppliers' tax status. <b>(RECENT CSD REPORT MUST BE ATTACHED)</b>				
16.3	<b>Part 3: B-BBEE Certificate</b>  Bidders are required to submit the original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their price quotations to substantiate their B-BBEE rating claims. However, bidders who qualify as EMEs and QSEs may submit a sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.				
16.4	<b>Part 4: Mandatory requirements</b>				
16.5	<b>Part 5: Functionality criteria</b>				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
16.6	Part 6: Pricing/BBBEE				
<b>17. NEGOTIATIONS</b>					
17.1	SAQA reserve the right to enter into negotiation with a prospective contractor regarding any terms and conditions, Including price(s), of a proposed contract.				
17.2	SAQA must not be obliged to accept the lowest or any bid offer or proposal.				
17.3	Despite preferential procurement regulations 2017 that state that subject to sub regulation (9) and regulation 11, the contract must be awarded to the Bidder scoring the highest points, a contract may, on reasonable and justifiable grounds, be awarded to a proponent that did not score the highest number of points.				
17.4	All Bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form SBD 7.2 signed by the				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
	designated delegated person of both parties.				
17.5	Documents submitted by Bidders will not be returned.				
<b>18. PURCO SA SERVICE FEES</b>					
18.1	The Supplier shall pay a service fee to PURCO SA, calculated at 2% of the total value of each invoice issued by the Supplier for or otherwise relating to the supply of goods and /or services rendered to SAQA (including any additional/adhoc services rendered), payable to PURCO SA on submission of the relevant invoice to the SAQA. The selected Supplier shall send a copy of a monthly invoice and statement to both PURCO SA and the SAQA.				
18.2	Upon receipt of the monthly sales report from the Supplier, PURCO SA shall invoice the Supplier the 2% service fee based on the Rand value of the total monthly sales which is payable to PURCO SA within 30 days of date of invoice.				
8.3	Should the Supplier not supply to PURCO SA the monthly sales report, PURCO SA shall use the purchasing information of the SAQA to invoice the Supplier the 2% service fee.				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
<b>19. DOMICILIUM</b>					
19.1	The parties hereto choose domicilia citandi et executandi for all purposes of and in connection with the final contract as follows:				
	The South African Qualifications Authority (SAQA House)  1067 Arcadia Street  Hatfield  Pretoria  0083				
	<b>The Service Provider:</b>  .....  .....  .....  .....				