

# INVITATION FOR BID

**YOU ARE HEREBY INVITED TO SUBMIT PROPOSAL FOR THE REQUIREMENTS OF  
NATIONAL HEALTH LABORATORY SERVICES (NHLS)**

<b>BID NUMBER:</b>	<b>RFB077/20/21</b>		
<b>CLOSING DATE:</b>	<b>19 MAY 2021</b>		
<b>CLOSING TIME:</b>	<b>11:00 AM</b>		
<b>PUBLIC TENDER OPENING:</b>	<b>DATE: 19 MAY 2021</b> <b>TIME: 11:30 AM</b> <b>VENUE: MAIN CONFERENCE BOARDROOM</b>  <b>NATIONAL HEALTH LABORATORY SERVICE</b> <b>1 MODDERFONTEIN ROAD</b> <b>SANDRINGHAM</b>		
<b>BID VALIDITY PERIOD:</b>	<b>120 days (commencing from the RFB Closing Date)</b>		
<b>IMPORTANT:</b>	<b>A COMPULSORY BRIEFING SESSION HELD:</b>  <b>DATE: 07 MAY 2021</b> <b>TIME: 11:00 AM</b> <b>VENUE: CIO BOARDROOM</b>  <u>PLEASE NOTE THAT LATE COMING WILL NOT BE ACCEPTED</u>  All questions must be sent per e-mail to <a href="mailto:Phumzile.Rikhotso@nhls.ac.za">Phumzile.Rikhotso@nhls.ac.za</a> on or before <b>13 May 2021</b>		
<b>DESCRIPTION:</b>	<b>THE PROVISION OF DATA CENTRE CABLING AT BRAAMFONTEIN AND SANDRINGHAM</b>		
<b>BID DOCUMENTS MUST BE MARKED WITH THE FOLLOWING:</b>	<b>OR</b>	<b>DEPOSITED IN THE BID BOX SITUATED AT:</b>	
<b>NHLS PROCUREMENT TENDER OFFICE</b>			
<b>RFB: 077/20/21</b> <b>Bidders Name: _____</b>  <b>RFB: Enclosed-Regret (delete N/A)</b>  <b>Closing Date: _____</b>		<b>NHLS MAIN RECEPTION</b> <b>1 Modderfontein Road, Sandringham,</b> <b>Johannesburg.</b>	

Bidders should ensure that Bids are delivered in time to the correct address. If the bid is late, it shall not be accepted for consideration.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (Please note that no changes on the content of this document is allowed)**

Bidders should ensure that Bids are delivered in time to the correct address. If the bid is late, it shall not be accepted for consideration.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (Please note that no changes on the content of this document is allowed)**

THIS TENDER IS SUBJECT TO THE GENERAL CONDITIONS OF THE TENDER, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE:	NUMBER:		
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE	NUMBER:		
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:	OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	<input type="checkbox"/> Yes  <input type="checkbox"/> No [TICK APPLICABLE BOX]	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes  <input type="checkbox"/> No [TICK APPLICABLE BOX]
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
SIGNATURE OF BIDDER				Date:
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				

SUPPLIER INFORMATION	
TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
E-MAIL ADDRESS	

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## 1. Confidential information disclosure notice

- 1.1 This document may contain confidential information that is the property of the NHLS and the Client.
- 1.2 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 NHLS and the Client.
- 1.3 All Copyright and Intellectual Property herein vests with NHLS and its Client.

## 2. Introduction

- 2.1 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria, NHLS intends to select a preferred bidder with the view of concluding a service level agreement (SLA) with such successful bidder. The Bid shall be evaluated in terms of the Preferential Procurement Policy Framework Act (PPPFA)

## 2.2 Queries

- 2.2.1 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, and to the contact person\_email address number listed below on or before **13 May 2021**. Under no circumstances may any other employee within NHLS be approached for any information. Any such action might result in a disqualification of a response submitted in competition to the RFB. NHLS reserves the right to place responses to such queries on the website.

QUERIES: Phumzile Rikhotso	Telephone	011 386 6165
	E-mail	<a href="mailto:Phumzile.Rikhotso@nhls.ac.za">Phumzile.Rikhotso@nhls.ac.za</a>

## 3. Definitions

- 3.1 National Health Laboratory Services [hereinafter referred to as NHLS] is a public health laboratory service with laboratories across South Africa. Its activities comprise diagnostic laboratory services, research, teaching and training, and production of sera for anti-snake venom, reagents and media.
- 3.2 NHLS was established in 2001 by an Act of Parliament to provide diagnostic pathology laboratory services to the National and Provincial Health Department.
- 3.3 **“Acceptable Bid”** - means any bid, which, in all respects, complies with the specifications and conditions of the RFB as set out in this document.
- 3.4 **“B-BBEE”** – means broad based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

- 3.5 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 3.6 **“Bid”** - means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods through price quotations, advertised bidding processes or proposals.
- 3.7 **“Bidders”** - means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by NHLS to submit a bid in response to this bid invitation.
- 3.8 **“Broad-Based Black Economic Empowerment Act”** – means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 3.9 **“Client”** - means the goods or services requestor.
- 3.10 **“Comparative Price”** - Means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
- 3.11 **“Consortium”** - means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this tender.
- 3.12 **“Contractor Agent”** - means any person mandated by a Prime Contractor or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the Prime Contractor and thereby acquire rights for the Prime Contractor or consortium/joint venture against NHLS or an organ of state and incur obligations binding the Prime Contractor or consortium/joint venture in favour of NHLS or an organ of state.
- 3.13 **“Disability”** - means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 3.14 **Designated group means –**
- (a) Black designated groups;
  - (b) Black people;
  - (c) Women
  - (d) People with disabilities; or
  - (e) Small enterprises as defined section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996)

- 3.15 **“Designated sector”** means – a sector, sub-sector or industry or product designated by the Department of Trade and Industry.
- 3.16 **“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;
- 3.17 **“Firm Price”** - means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
- 3.18 **“Goods”** – means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to NHLS or NHLS’s delegate by the Successful Bidder in terms of this bid.
- 3.19 **“Historically Disadvantaged Individual”** (HDI) - means a South African citizen:
- 3.19.1 Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983, (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (the Interim Constitution); and/or;
- 3.19.2 who is a female; and/or;
- 3.19.3 who has a disability;
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution is deemed not to be an HDI.
- 3.20 **“Joint Venture”** - (Project) means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance. It is about sharing risk with others and providing one or more missing and needed assets and competencies.
- 3.21 **“Management”** - in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 3.22 **“Military veteran”**- has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).
- 3.23 **“Non-firm Price(s)”** - means all price(s) other than “firm” price(s).
- 3.24 **“Organ of State”** - means a National Department or Provincial Administration as stipulated in Schedules 1 and 2 of the Public Service Act, Act 93 of 1994 (as amended).

- 3.25 **“Person(s)”** - refers to a natural and/or juristic person(s).
- 3.26 **“Price”**- includes all applicable taxes less all unconditional discounts;
- 3.27 **“Prime Contractor”** – means any person (natural or juristic) who forwards an acceptable proposal in response to this RFB with the intention of being the main contractor should the proposal be awarded to him/her.
- 3.28 **“Proof of B-BBEE status level of contributor”** means -
- (a) B-BBEE Status level certificate issued by an authorized body or person;
  - (b) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; and
  - (c) Any other requirement prescribed in terms of the B-BBEE Act.
- 3.29 **“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;
- 3.30 **“Rand Value”** - means the total estimated value of a contract in South African currency, calculated at the time of invitations and includes all applicable taxes and excise duties.
- 3.31 **“Rural Area”** means –
- (a) A sparsely populated area in which people farm or depend on natural resources, including villages and small town that are dispersed through the area; or
  - (b) An area including a large settlement which depends on migratory labour and remittances and government social grants for survival and may have a traditional land tenure system.
- 3.32 **“SMME”** – bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
- 3.33 **“Stipulated minimum threshold”** means – the minimum threshold stipulated for local production and content.
- 3.34 **“Sub-contract”** means - the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 3.35 **“Subcontractor”** - means any person (natural or juristic) who is subcontracted a portion of an existing contract by a Prime Contractor.
- 3.36 **“Successful Bidder”** - means the organization or person with whom the order is placed and who is contracted to execute the work as detailed in the bid.
- 3.37 **“Township”** means – an urban living area that any time from late 19<sup>th</sup> century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantage individuals post 27 April 1994.



3.38 “Youth” has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

#### **4. Acronyms and abbreviations**

4.1 The following acronyms and abbreviations are used in this proposal and must be similarly used in the proposal submitted in response and shall have the meaning ascribed thereto below.

<b>Abbreviations/Acronyms</b>	<b>Description</b>
BBBEE	Broad Based Black Economic Empowerment.
CPI	Consumer Price Index.
DIR	Directorate
EDMS	Electronic Document Management System
HDI	Historically Disadvantaged Individuals
ISO	International Standard Organization
IT	Information Technology
ITC	Information Technology Committee
MISS	Minimum Information Security Standard
OEM	Original Equipment Manufacturer
PPPFA	Preferential Procurement Policy Framework Act
RFB	Request for Bid
RSA	Republic of South Africa
NHLS	National Health Laboratory Services
SLA	Service Level Agreement
SW	Software
LIS	Laboratory Information system
24x7	24 hours a day, 7 days a week
ANSI/TIA/EIA	American National Standards Institute / Telecommunication Industries Association / Electronic Industries Alliance.
CENELEC	European Committee for Electrotechnical Standardization.
CES	Communications Earth System.
CPR	Construction Products Regulation
EMI	Electromagnetic interference
ETL Listed Mark	Edison Testing Laboratories Listed Mark

<b>Abbreviations/Acronyms</b>	<b>Description</b>
EU Regulation	European Union Regulation
Gbps	Gigabits per second
LSZH	Low Smoke Zero Halogen
F/UTP	Foiled, Unshielded Twisted Pair
RoHS	Restriction of Hazardous Substances
IDC	Insulation Displacement Connector
ICT	Information and Communication Technology
IEEE	Institute of Electrical and Electronics Engineers
IoT	Internet of Things.
ISO/IEC	International Organization for Standardization / International Electrotechnical Commission
LAN	Local Area Network
Mbps	Megabits per second.
PCB	Printed Circuit Board
POE	Power over Ethernet
RJ45	Registered Jack45
S/FTP	SHIELDED WITH FOILED TWISTED PAIRS
SHEQ	Safety, Health, Environment and Quality
OLTS	Optical Loss Test Set.
OS / OM	Single mode fiber cables / Multimode fiber
OTDR	Optical Time Domain Reflectometer
U/FTP	Unshielded Foiled Twisted Pair
UV	ultra-violet

## **5. General Rules and Instructions**

### **5.1 Confidentiality**

- 5.1.1 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.
- 5.1.2 For purposes of this process, the term “Confidential Information” shall 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.

- 5.1.3 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 NHLS (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.
- 5.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent NHLS's confidential information coming into the possession of unauthorised third parties. In protecting the receiving party's confidential information, NHLS 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.
- 5.1.5 Any documentation, software or records relating to confidential information of NHLS, 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:
  - 5.1.5.1 shall be deemed to form part of the confidential information of NHLS;
  - 5.1.5.2 shall be deemed to be the property of NHLS;
  - 5.1.5.3 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
  - 5.1.5.4 shall be surrendered to NHLS on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

## **5.2 News and press releases**

- 5.2.1 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, NHLS and its Client.

## **5.3 Precedence of documents**

- 5.3.1 This RFB consists of a number of sections (see list). 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.
- 5.3.2 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 NHLS 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 NHLS.

- 5.3.3 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 NHLS as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of NHLS 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.

#### **5.4 Preferential Procurement Reform**

- 5.4.1 NHLS supports B-BBEE as an essential ingredient of its business. In accordance with government policy, NHLS insists that the private sector demonstrates its commitment and track record to B-BBEE in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.
- 5.4.2 NHLS shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal.
- 5.4.3 Bidders shall complete the preference certificate attached to this proposal. In the case of a consortium and sub-contractors, the preference certificate must be completed for each legal entity.

#### **5.5 National Industrial Participation Programme**

- 5.5.1 The Industrial Participation policy, which was endorsed by Cabinet on 30 April 1997, is applicable to contracts that have an imported content. The NIP is obligatory and therefore must be complied with. Bidders are required to sign and submit the Standard Bidding Document (SBD5).

#### **5.6 Language**

- 5.6.1 Bids shall be submitted in English.

#### **5.7 Gender**

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

#### **5.8 Headings**

- 5.8.1 Headings are incorporated into this proposal 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.

#### **5.9 Security clearances**

- 5.9.1 Employees and subcontractors of the successful bidder may be required to be in possession of valid security clearances to the level determined by the State Security Agency (SSA) and/or NHLS commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account

of the bidders. The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.

- 5.9.1 Employees and subcontractors of the successful bidder will be required to sign a non-disclosure agreement.

## **5.10 Occupational Injuries and Diseases Act 13 of 1993**

- 5.10.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. NHLS reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to NHLS.

## **5.11 Formal contract**

- 5.11.1 This RFB, all the appended documentation and the proposal in response thereto read together, form the basis for a formal contract to be negotiated and finalised between NHLS and/or its clients and the enterprise(s) to whom NHLS awards the bid in whole or in part.
- 5.11.2 Any offer and/or acceptance entered verbally between NHLS and any vendor, such offer shall not constitute a contract and thus not binding on the parties.

## **5.12 Instructions for submitting a proposal**

- 5.12.1 One (1) original, one (1) hard copy and 1 (one) electronic copy on compact disk (CD) in Portable Document Format (**PDF**) of the Bid shall be submitted on the date of closure of the Bid.
- Pricing: Bid Price must be submitted in a separate envelop and marked clearly as follows: RFB number, RFB description and bidder's name).** One (1) original, one (1) hard copy and 1 (one) electronic copy on compact disk (CD) in Portable Document Format (PDF) of the Bid shall be submitted on the date of closure of the Bid.

The original copy must be signed in black ink by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.

- 5.12.2 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.
- 5.12.3 Bids must be submitted in a prescribed response format herewith reflected as **Response Format**, and be sealed in an envelope clearly marked.
- 5.12.4 Bids that are too large to fit into the tender box must be handed in at the reception desk during office hours from 08:00- 16:30 or before 11:00 on the closing date.
- 5.12.5 All Bids in this regard shall only be accepted if they have been placed in the bid box before or on the closing date, **19 May 2021 and stipulated time, 11h00 am.**
- 5.12.6 Bids received after the time stipulated shall not be considered.

5.12.7 Bid responses sent by post or courier must reach this office at least **36 hours** before the closing date to be deposited into the proposal box. Failure to comply with this requirement shall result in your proposal being treated as a “late proposal” and shall not be entertained. Such proposal shall be returned to the respective bidders.

5.12.8 **No proposal shall be accepted by NHLS if submitted in any manner other than as prescribed above.**

## 6. Response format

6.1 Bidders shall submit response in accordance with the response format specified below. Failure to do so shall result rejecting vendor’s response. No referrals may be made to comment. Failure to comply shall result in the vendor being penalised.

### 6.2 Schedule Index:

6.2.1 **Schedule 1:** Pages 1 – 22 of this RFB document

6.2.2 **Schedule 2:** Mandatory Documents

6.2.2.1 An original valid Tax Clearance Certificate or a Tax Compliance Status letter (with pin) issued by the South African Revenue Services or a CSD Report reflecting active Tax Clearance Compliance status.

If a Consortium, Joint Venture or Subcontractor, an original valid Tax Clearance Certificate or a Tax Compliance Status letter (with pin) issued by the South African Revenue Services or a CSD Report reflecting active Tax Clearance Compliance status must be submitted for each member. (Annexure B)

6.2.2.2 National Industrial Participation Programme Certificate from the DTI (read paragraph 5.5 in conjunction with Annexure I – SBD 5) (Not applicable).

6.2.2.3 Central Supplier Database (CSD) Registration Report

6.2.2.4 SBD 8 – Declaration of Bidders’ Past Supply Chain Practices (Annexure F)

6.2.2.5 SBD 9 – Certificate of Independent Bid Determination (Annexure G)

6.2.2.6 General Conditions of Contract (Annexure H)

6.2.3 **Schedule 3:** Executive Summary of proposal

6.2.4 **Schedule 4:** Technical/Functionality

6.2.5 **Schedule 5:** Preferential Procurement Claim form and copy of the B-BBEE Verification Certificate(s) issued by an authorised body or person, or a sworn affidavit prescribed by the B-BBEE Codes of Good Practice.

6.2.6 **Schedule 6:** Declaration of Interest SBD 4 (Annexure D)

6.2.7 **Schedule 7:** Bidder Profile:

6.2.7.1 Credentials of the company/consortium members etc.

6.2.7.2 Structure of the company/ consortium members etc.

6.2.7.3 Partnership agreements/contracts

6.2.8 **Schedule 8:** Bid Price **(to be submitted in a separate envelop and marked clearly as follows: RFB number, RFB description and bidder’s name)** (Annexure C)

**6.3 Bidder background information materials:**

- 6.3.1 Bidder Operating Organisation – Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.
- 6.3.2 Standards – Include information regarding your firm’s utilization of widely known Industry Standards and guidelines, as they apply to your firm, your firm’s proposal and proposed hardware assets.
- 6.3.3 Company Contact(s) – Provide the name, title, street address, city, state, telephone and fax numbers and e-mail of the primary company’s contact person, and for any sub-Contractors.
- 6.3.4 Corporate Financial Solvency - Provide solvency statement signed by a qualified independent auditor that the financial position of the company is sound and that the company will be able to mobilise financial resources to deliver the project.

**7. Key personnel**

- 7.1 Identify key personnel, by employer (include subcontractor(s), and provide contact information.

**8. Reasons for Disqualification**

- 8.1 NHLS reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:
  - 8.1.1 bidders who submitted but did not sign the mandatory documents;
  - 8.1.2 bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, B-BBEE credentials, experience, etc.;
  - 8.1.3 bidders who received information not available to other vendors through fraudulent means;
  - 8.1.4 bidders who do not comply with **mandatory requirements** as stipulated in this RFB; and
  - 8.1.5 bidders who fail to price according to the costing template provided;
  - 8.1.6 bidders who failed to attend the compulsory briefing session.

**9. Bid Preparation**

- 9.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the goods offered etc. shall be neatly bound as part of the schedule concerned.
- 9.2 All responses regarding questions posed in the annex attached herewith shall be answered in accordance with the prescribed **RFB Response Format**.
- 9.3 Telephonic, faxed, e-mailed or oral tenders shall not be accepted.

**10. Oral presentations and Briefing Sessions**

- 10.1 Bidders who submit Bids in response to this RFB may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to NHLS. This provides an opportunity

for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. NHLS shall schedule the time and location of these presentations. Oral presentations are an option of NHLS and may or may not be conducted and must not be construed as being successful in, or, awarded the tender.

## **11. General Conditions of Bid and Conditions of Contract**

**11.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly indicate either "Comply/Accept (with a ✓)" or "Do not comply/Do not accept (with an X)" regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.**

**NOTE: It is mandatory for bidders to complete or answer this part fully (11.2 to 11.33); otherwise their bid shall be treated as incomplete and shall be disqualified. Refer to paragraph 8 of this document (reasons for disqualification).**

11.2

This bid is subject to the General Conditions of Contract stipulated in this document.	<b>Accept</b>	<b>Do not Accept</b>

11.3

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.	<b>Accept</b>	<b>Do not Accept</b>

11.4

NHLS shall not be liable for any costs incurred by the bidder in the preparation of response to this RFB. The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	<b>Accept</b>	<b>Do not Accept</b>

11.5

NHLS Procurement Services may request written clarification regarding any aspect of this proposal. The bidders must supply the requested information in writing within the specified time frames after the request has been made, otherwise the proposal shall be disqualified.	<b>Accept</b>	<b>Do not Accept</b>

11.6

In the case of Consortium, Joint Venture or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	<b>Accept</b>	<b>Do not Accept</b>



11.7

In the case of Consortium, Joint Venture or subcontractors, all bidders are required to provide mandatory documents as stipulated in schedule 1 of the Response format.	<b>Accept</b>	<b>Do not Accept</b>

11.8

NHLS reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	<b>Accept</b>	<b>Do not Accept</b>

11.9

Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	<b>Accept</b>	<b>Do not Accept</b>

11.10

By submitting a proposal in response to this RFB, the bidders accept the evaluation criteria as it stands.	<b>Accept</b>	<b>Do not Accept</b>

11.11

Where applicable, NHLS reserves the right to conduct benchmarks on product/services offered during and after the evaluation.	<b>Accept</b>	<b>Do not Accept</b>

11.12

NHLS reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFB and supporting documents.	<b>Accept</b>	<b>Do not Accept</b>

11.13

Where the bid calls for commercially available solutions, bidders who offer provide future based solutions will be disqualified.	<b>Accept</b>	<b>Do not Accept</b>

11.14

<p>The bidder should not qualify the proposal with own conditions.</p> <p><b>Caution:</b> If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.</p>	<b>Accept</b>	<b>Do not Accept</b>

11.15

Should the bidder withdraw the proposal before the proposal validity period expires, NHLS reserves the right to recover any additional expense incurred by NHLS having to accept any less favourable proposal or the additional expenditure incurred by NHLS in the preparation of a new RFB and by the subsequent acceptance of any less favourable proposal.	Accept	Do not Accept

11.16

Delivery of and acceptance of correspondence between NHLS and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	Accept	Do not Accept

11.17

Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. NHLS shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.  Such cancellation shall mean that NHLS reserves the right to award the same proposal to next best bidders as it deems fit.	Accept	Do not Accept

11.18

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	Accept	Do not Accept

11.19

	Accept	Do not Accept

Any amendment or change of any nature made to this RFB shall only be of force and effect if it is in writing, and an Amendment to the RFB will be issued. Bidders will be required to utilise the latest Amendment in preparation of their bid response.

11.20

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.

**Accept**

**Do not Accept**

11.21

Bidders who make use of subcontractors.

**The proposal shall however be awarded to the Vendor as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between NHLS and/or its client and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.**

**Accept**

**Do not Accept**

11.22

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.

**Accept**

**Do not Accept**

11.23

No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.

**Accept**

**Do not Accept**

11.24

Evaluation of Bids shall be performed by a CFET established by NHLS.

Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFB. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 80/90, and the maximum number of preference points that may be claimed for B-BBEE (according to the PPPFA) is 20/10.

**Accept**

**Do not Accept**

11.25

Prior to the award of any tender or contract the NHLS will check the Prohibition status of recommended suppliers/ service providers on the Treasury website ( <a href="mailto:restricted@treasury.gov.za">restricted@treasury.gov.za</a> ) as well as the Treasury Register for Tender Defaulters ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> )	Accept	Do not Accept

11.26

The NHLS will act against the bidder or person awarded the contract upon detecting that the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the contract conditions have not been fulfilled.	Accept	Do not Accept

11.27

The NHLS may, in addition to any other remedy that it may have against the bidder or person: <ul style="list-style-type: none"> <li>Disqualify the bidder or person from the bidding process;</li> <li>Recover all costs, losses or damages it has incurred;</li> <li>or suffered as a result of that person's conduct;</li> <li>Cancel the contract and claim any damages which it;</li> <li>has suffered as a result of having to make less;</li> <li>favourable arrangements due to such cancellation;</li> <li>Restrict the bidder or contractor, its shareholders;</li> <li>and directors, or only the shareholders and directors;</li> <li>who acted on a fraudulent basis, from obtaining business;</li> <li>from any organ of state for a period not exceeding 10;</li> <li>years, after applying the audi alteram partem (hear the other side) rule;</li> <li>Forward the matter for Blacklisting by Treasury; and</li> <li>Forward the matter for criminal prosecution</li> </ul>	Accept	Do not Accept

11.28

If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.	Accept	Do not Accept

11.29

	Accept	Do not Accept

The bidders' response to this Tender, or parts of the response, shall be included as a whole or by reference in the final contract.

11.30

NHLS has discretion to extend the validity period should the evaluation of this bid not be completed within the stipulated validity period.

**Accept**

**Do not Accept**

11.31

Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.

**Accept**

**Do not Accept**

11.32

Should the bidder change any wording or phrase in this document, the bid shall be deemed unresponsive and may lead to the disqualification of the bid response.

**Accept**

**Do not Accept**

11.33

No alternative tender offers will be considered.

**Accept**

**Do not Accept**

## 12. EVALUATION CRITERIA AND METHODOLOGY

### 12.1 Evaluation of tenders and selection of contractors'/service providers

The NHLS is a Schedule 3A Government Institution subjected to the Public Finance Management Act (PFMA), the Public Preferential Framework Act (PPFA) and Treasury Regulations/ Instructions. Bidders must assist the NHLS to eliminate corruption and fraud by completing and submitting form SBD4.

12.1.1. Any tender closing is followed by a Public Opening where the names and pricing of all bids received are read out to the bidders attending. NHLS tender opening officials sign the pages where pricing is indicated to prevent any alterations.

12.1.2 Next steps of evaluation is Administrative pre-qualification verification and the "technical" or so called "functional" evaluation which is purely based on NHLS specifications (Annexure 2) and Scope of Work. NHLS end-user department (who *requested the bid*), Procurement Services, Finance and subject specialists are part of the Cross Functional Evaluation Team (CFET) meeting which is chaired by Quality Assurance (QA). *All the members of the CFET must complete Declaration of Interest forms and must recuse themselves in case of any conflict of interest.*

- 12.1.3 The final stage of evaluation is done after the CFET has reached their verdict and is done by NHLS Procurement Services and separately from the CFET meeting. B-BBEE score (commercial evaluation) is being added in order to get the final order of merit for the bidders being evaluated.
- 12.1.4 Bidders that score the minimum threshold are recommended and submitted to the NHLS Tender Adjudication Committee (TAC) for adjudication and the bid MUST be awarded to the bidder who scored the highest points (Merit 1) during the CFET and Commercial evaluation(B-BBEE). *All the members of the CFET must complete Declaration of Interest forms and must recuse themselves in case of any conflict of interest. **Should the TAC decide on a bidder other than Merit 1, this decision must be motivated as a Deviation from NHLS Policy & procedure and Treasury must be advised accordingly.***
- 12.1.5 The CEO of the NHLS must finally approve the recommendation by the TAC, in his capacity as the Accounting Officer.
- 12.1.6 Details of the successful bidder to be advertised in the Government Tender Bulletin.
- 12.1.7 Suppliers must accept the Terms & Conditions of our contract(s) which will result from the RFB document". RFB conditions and pricing shall be fixed and firm from RFB closing date to the end of contract.



## 12.2. BID EVALUATION STAGES

The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined below:

- Stage 1: Administrative pre-qualification verification
- Stage 2: Technical Mandatory requirement evaluation
- Stage 3: Technical Functionality requirement evaluation
- Stage 4: Price / B-BBEE evaluation

**NOTE: The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.**

## 12.3 ADMINISTRATIVE COMPLIANCE REQUIREMENTS

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

**a) Mandatory Returnable Documents**

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

1. Fully completed and Signed Declaration of Interest SBD 4	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder must submit and attach to the bid response the signed Declaration of Interest SBD 4</b>		
2. The Service Providers have to agree with NHLS General Conditions of Bid and Conditions of Contract	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder must submit and attach to the bid response the signed and accepted NHLS General Conditions of Bid and Conditions of Contract</b>		
3. Proof of Attendance of Compulsory Briefing Session	<b>Comply</b>	<b>Do Not Comply</b>
<b>Substantiation: The bidder is to indicate whether they attended the Compulsory Briefing session</b>		

**b) Essential Returnable Documents**

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

<b>Description</b>	<b>Comply</b>	<b>Do Not Comply</b>
1. Preferential Procurement Claim form and copy of B-BBEE Verification Certificate(s) issued by an authorised body or person, or a sworn affidavit prescribed by the B-BBEE Codes of Good Practice		
2. Submission of original valid Tax Clearance Certificate or a Tax Compliance Status letter (with pin) issued by the South African Revenue Services		
3. Audited financial statements not older than two years		
4. Proof of Central Supplier Database (CSD) Registration		
5. The bidder should provide Molex/Krone/other cabling certified partner related certificates <b>OR</b> other relevant qualifications for the Technical Resources.		
6. <b>ISO 22237-5:2018 Certified</b> - The bidder should attach a valid copy of the ISO certificate.		

**12.4** The evaluation of the Bids shall be based on the 80/20 or 90/10 PPPFA principle and the points for evaluation criteria are as follows:

Price points	<b>80/90</b>
B-BBEE status level contribution	<b>20/10</b>
<b>Total</b>	<b>100 points</b>

## 12.5 Preferential Procurement Criteria Prequalification - **NOT APPLICABLE**

Bidders need to take of the following:

- (1) The bidder **must comply** with ALL of the preferential procurement pre-qualification requirements in order for the bid to be accepted for further evaluation.
- (2) If the Bidder failed to comply with any of the preferential procurement pre-qualification requirements, such bid is deemed as unacceptable bid.

### Sub-contracting 30% of contract Value – **NOT AVAILABLE**

NHLS, in terms of the PPPFA Regulation 2017 section 9(1), has an obligation to advance designated groups which includes black SMMEs (i.e. Exempted Micro Enterprises (EME) and Qualifying Small Enterprises (QSE)) for the supply of certain ICT goods or services where feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.	Comply	Do Not Comply
<p>The successful bidder is required to subcontract a minimum of 30% of the value of the contract to an EME or QSE which is at least 51% owned by black people, or to EMEs and/ or QSEs which are at least 51% owned by black people”.</p> <p>During contracting:</p> <ol style="list-style-type: none"> <li>a) NHLS will make available the list of qualifying suppliers registered on the Central Supplier Database maintained by National Treasury, to provide the required goods or services in respect of the designated group from which a supplier must be selected. will be provided; and</li> <li>b) The successful bidder need to provide a plan as to how the EME or QSE will benefit from the sub-contracting.</li> </ol>		



**DECLARATION REGARDING SUB-CONTRACTING 30% OF CONTRACT VALUE – NOT APPLICABLE**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by: **NATIONAL HEALTH LABORATORY SERVICE** do hereby make the following

declaration and certify the statements contained herein 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 Declaration and the fully completed bid document accompanying this declaration;
2. I understand and declare that the accompanying bid will, and must, be disqualified if this Declaration is found not to be true and complete in every respect;
3. I understand and declare that in the event that this bid is successful, I will be required to, and shall, fully implement the commitments that are submitted with this bid, in particular regarding the Bidder's Sub-contracting and commitments towards the allocation of certain portion of the contract to small and emerging entities. Failure to implement such commitments as outlined in the bid document and or failure to provide the relevant information within the prescribed period shall automatically disqualify this bid from further consideration and NHLS has the right to, and must, then award the bid to the next highest ranked bidder; and as a result I or the bidder or any of its directors shall have no recourse against National Health Laboratory Services.
4. I am authorized by the bidder to sign this Declaration, and to submit the accompanying bid, on behalf of the bidder;
5. 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;
6. I am aware that, and do consent to, the disqualification of my or the bidder's future bids with National Health Laboratory Services in the event that the commitments made herein are not fulfilled and that such non-fulfillment amounts to abuse of National Health Laboratory Service's supply chain policies and procedures and/or

empowerment objectives which must be penalized, over and above the contractual sanctions as agreed to in line with the contract signed with National Health Laboratory Services, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with National Health Laboratory Service for a period not exceeding ten (10) years.

7. I consent that should my company (the Bidder) deviate from the commitments and objectives as agreed to, shall amount to a repudiation of the contractual arrangement between the two parties (National Health Laboratory Service and the Bidder).

\_\_\_\_\_  
**Full Names & Surname**

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

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

## ANNEXURE A: Technical Specification

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### 1 SPECIAL INSTRUCTIONS TO VENDORS

- 1.1 Should a Bidder have reasons to believe that the Technical Specification is not open and/or is written for a particular brand or product; the Bidder shall notify Procurement Services within ten (10) days after publication of the bid.
- 1.2 Bidders shall provide full and accurate answers to the mandatory questions posed in this document, and, where required explicitly state either "Comply/Not Comply" regarding compliance with the requirements. Bidders **must** substantiate their response to all questions, including full details on how their proposal/solution will address specific functional requirements. All documents as indicated must be supplied as part of the submission.
- 1.3 Bidders are encouraged to promote the growth and development of SMME's, and will be assessed on their efforts in this regard during the evaluation of this Tender.

### 2 BACKGROUND

NHLS wishes to appoint a qualified, experienced and reputable structured cabling company to revamp its two enterprise Data Centres. The two enterprise Data Centres are the backbone of the entire NHLS ICT infrastructure i.e. array of routers, switches, firewalls, storage systems, servers and application delivery controllers.

The current network speed ranges between 10/100/1000Mbps respectively and with this physical network architecture upgrade, NHLS is looking forward to build a 10Gbps network for each enterprise Data Centre and capable to be upgraded to 40G-100G. Please note NHLS has deployed Molex cabling mostly. The two enterprise Data Centres are based in Gauteng province and the below are its physical locations:

- **Braamfontein**  
De Korte St & Hospital St, Johannesburg, 2000
- **Sandringham**  
1 Modderfontein Rd, Sandringham, Johannesburg, 2192

### 3. SCOPE OF WORK

#### 3.1 Solution Requirements

The appointed bidder shall be expected to deliver the following:

- a. Design, supply, installation, and recovery of structured cabling for the two enterprise Data Centres of the National Health Laboratory Service.
- b. At the end of the project, the two enterprise Data Centres must be wired with 80% of optical-fiber cabling and 20% of copper cabling; and both the cabling sets must support a minimum of 10Gbps throughput.
- c. Cabling Certified Installer:

- The bidder must be a cabling certified partner.
  - The bidder must have cabling certified technicians.
- d. The successful bidder shall do the work with due care and diligence; in accordance with contractual terms and in strict adherence to best cabling practices.
- e. The successful bidder must always adhere to SHEQ rules and regulations.
- f. **Datacentre Environment Monitoring System**
- The Bidder to advise and provide on the datacentre monitoring tool.
  - The system must monitor critical environmental conditions such:
    - Temperature
    - Humidity
    - Liquid water presence
    - Power
    - Intrusion and
    - Smoke
  - When a sensor goes out of range of a configurable threshold, the system must notify via:
    - Email
    - Alarm beacon
    - Siren
    - Web page
    - Network management (SNMP)
    - Voice phone calls (via Automatic Voice Dialler System), and
    - SMS messages (via email-to-SMS or external USB modem)

### 3.2 Technical Specifications

#### Standards

This specification was drafted on the basis of guidelines provided in the standards for structural (generic) wiring system, listed below:

#### 3.2.1. International: ISO Information Technology Generic Cabling Systems

##### Performance, Design

ISO/IEC 11801-1:2017 – General requirements  
ISO/IEC 11801-2:2017 – Office premises  
ISO/IEC 11801-3:2017 – Industrial premises  
ISO/IEC 11801-4:2017 – Homes  
ISO/IEC 11801-5:2017 – Data Centres  
ISO/IEC 11801-6:2017 – Distributed building services

##### Implementation

ISO/IEC 14763-2 – Implementation and operation of customer premises cabling

##### Validation

ISO/IEC 61935-1 – Testing of balanced twisted-pair cabling  
ISO/IEC 14763-3 – Testing of fibre optic cabling

### 3.2.2. European: CENELEC Information Technology Generic Cabling Systems

#### Performance, Design

EN50173-1:2018 General Requirements EN50173-2:2018  
Office premises EN50173-3:2018 Industrial premises  
EN50173-4:2018 Homes EN50173-5:2018 Data centres  
EN50173-6:2018 Distributed Building Services

#### Implementation

EN50174-1:2018 Specification and quality assurance  
EN50174-2:2018 Installation planning and practices inside buildings  
EN50174-3:2017 Installation planning and practices outside buildings

#### Validation

EN50346:2004 – Testing of installed cabling

### 3.2.3. North American: ANSI/TIA Telecommunications Cabling for Customer Premises general requirements.

#### Performance

ANSI/TIA-568.2-D – Balanced twisted-pair telecommunications cabling and components standards  
ANSI/TIA-568.3-D – Optical fibre cabling  
ANSI/TIA-568.4-D – Broadband coaxial cabling and components

#### Design

ANSI/TIA-568.0-D – Generic telecommunications cabling for customer premises  
ANSI/TIA-568.1-D – Commercial building telecommunications infrastructure standard  
ANSI/TIA-598-D – Fibre optical colour coding in cable  
ANSI/TIA-758-B – Customer-owned outside plant  
ANSI/TIA-942-B – Data Centres  
ANSI/TIA-1005-A – Industrial premises  
ANSI/TIA-1179-A – Healthcare facilities  
ANSI/TIA-570-D – Residential  
ANSI/TIA-4966 – Educational facilities  
ANSI/TIA-TSB-162-A – Cabling for wireless access points  
ANSI/TIA-TSB-184-A – Guidelines for supporting power delivery over balanced twisted-pair cabling

#### Implementation

ANSI/TIA-569-D – Telecommunications pathways and spaces  
ANSI/TIA-607-C – Bonding and grounding telecommunications  
ANSI/TIA-606-C – Administration  
ANSI/TIA-862-B – Intelligent building systems  
ANSI/TIA-5017 – Physical network security

#### Validation

- ANSI/TIA-526-7-A – Single-mode fibre testing
- ANSI/TIA-526-14-C – Multi-mode fibre testing
- b ANSI/TIA-1152-A – Requirements for field test instruments for balanced twisted-pair cabling
- ANSI/TIA-TSB-155-A – Support of 10Gbase-T on existing Cat.6
- ANSI/TIA-TSB-5021 Guidelines for 2.5G and 5G on Cat5e and Cat6

### 3.3 Technical requirements

### 3.3.1 Distribution points

#### Cabinets

Distribution points must be performed as cabinets conforming with the requirements listed below.

#### Standing cabinets:

- Server/Network Cabinets 42U 600x1000 with a minimum loading capacity of 1000kg ODF/MDF Cabinets 42U 800x1000

#### Distribution cabinets must be equipped with elements for patch cord management:

- Cable hangers - at least one per 48 ports of patch panels
- Fibre optic patch cord managers closed and with a rear passage.

### 3.3.2 Horizontal copper cabling

#### Cable

The cable must be **6A** as per TIA/EIA-568-B.2-10 as well as class EA as per ISO 11801 Amendment 1 and Amendment 2

The cable features 4 pairs marked with colours: blue, orange, green and brown. Within each pair one of the conductors is the same colour as the pair, for instance blue, and the other one is same colour as the pair plus white, for instance white-blue.

The cable outer sheath must be LSOH (Low Smoke Zero Halogen)

#### Panel

Cables must be terminated in **category 6A shielded** panels. Each panel must be **1U** and feature **24 FTP RJ45 Connectors**

#### Outlets

#### Patch cords and patch leads

**Shielded category 6a** patch cords must ensure correct operation of 10/100BASE-T, 1000BASE-T and 10GBASE-T protocols. Patch cords must be made of high quality 26AWG copper cable in **LSOH** coating, terminated on both ends with RJ45 plug.

#### Panel

Fibre optic cables must be terminated in **multifunction enclosure** that meet the following requirements:

- 1 Durable, rigid design of steel sheet with anticorrosion coating (powder coating). Plastic panels will not be admitted.
- 2 Enclosure height 1U.
- 3 Enclosure must feature a panel body, that is a 19" rack and replaceable front panels (face plates) clipped onto the panel body.
- 4 Structural cabling manufacturer must offer face plates for:
  - o ST, SC, LC, FC, SC/APC, LC/APC adapters
  - o Plug & play cassettes with MPO/MTP connectors

- Face plate height must correspond to the panel body height, i.e. 1U; face plates must also be suitable for scaling the number of terminated fibres between 2 and up 96 by clipping the required number of adapters.
- Face plates should be simply mounted to enclosure drawer incorporates heavy duty ball bearing slides for smooth and limited extension and allowing access
- Front panel (face plate) must be replaceable with another face plate (such as a higher density face plate) without having to disconnect the cables and then re-terminating the fibre optic connectors. (It must be possible to simply unclip the connectors from adapters, replace the front panel to the desired one and re-clip the connectors. New cables must be entered to the panel and terminated with connectors.)
- The panel must be extendable i.e. it must be possible to extend (slide out) the face plate and position it at an angle that provides an easy access to excess fibre, fibre optic connectors and splice cassette. The drawer must feature an interlock to prevent an incidental extending such as when unclipping a patch cord.
- Fibre optic adapters must be screw mounted to face plates in order to provide a permanent attachment and stability of fibre optic connections.
- The panel must be provided with suitable accessories for proper management of excess fibre optic cables, permanent fixing of incoming cables (suitable cut screw with a nut for fixing an optic fibre or cable reinforcing Kevlar), cable glands protecting cable coating against damage. It must also feature clamps for splice cassette fixing (at least 96 splices per panel).
- The panel must feature a clear system for channel labelling.
- The enclosure must also be wall-mountable
- It must be possible to mount Zero-U front cable manager
- Enclosure should allow for various connection formats from splicing, pre-terminated cables, Plug and Play, Voice, C5e, C6 and C6a

Fibres of the fibre optic cable must be terminated by pigtail splicing and then must be clipped into **face plate** adapters. Adapters must be dedicated to the fibre type with colour codes different for single mode and multimode fibres. Splicing must be secured with sleeves 61 mm long and placed in cassettes, each housing at least 24 splices. Cassettes must be placed in fibre optic panels.

#### Patch cords and patch leads

Cross connection between fibre optic ports of active devices and fibre optic ports of structural cabling must be implemented with **OS2 LC-LC fibre optic patch cords**.

The patch cord must be made of duplex tight buffer cable (2 mm x 4.1 mm). Cable reinforcement must be made of aramid fibres for high durability and flexibility. Cable coating must be fabricated of LSOH (Low Smoke Zero Halogen) material. Cables must be available in four standard lengths: 1 m, 2 m, 3 m and 5 m. All cables must be tested at the factory.

#### Industry standards <sup>P</sup><sub>SEP</sub>

PN-EN 50173-1:2007, ISO/IEC 11801:2002,  
ANSI/TIA/EIA 568.B.3-2000, ICEA-596,  
ANSI/TIA/EIA-492, TELECORDIA GR-409

#### Mechanical parameters

Element: Weight [g]:

1m 45

2m 52

3m 70

5m 122

Outer coating colour: Yellow

Outer coating material: LSOH (Low Smoke Zero Halogen) as per IEC 61034-1&2, IEC 60332-1, IEC 60754-1&2

Outer cable diameter: 2 mm x 4.1 mm

**Connector parameters**

Max. insertion loss: 0.3 dB per connector

Typical insertion loss: max. 0.2 dB per connector

Return loss: min. -50dB

**Fibre parameters**

Germanium doped optical fibre, OS1/OS2.

Core diameter:  $9\text{ }\mu\text{m} \pm 0.4\text{ }\mu\text{m}$  for 1310 nm

Jacket (buffer) diameter:  $125\text{ }\mu\text{m} \pm 0.7\text{ }\mu\text{m}$

Fibre diameter in acrylate coating: 245  $\mu\text{m}$

Fibre diameter in tight buffer: 900  $\mu\text{m}$

Insertion loss:

for 1310nm  $\leq 0.39\text{ dB/km}$

for 1550 nm  $\leq 0.22\text{ dB/km}$

Dispersion:

for 1310 nm:  $\leq 3.0\text{ ps/nm} \cdot \text{km}$

for 1550 nm:  $\leq 18.0\text{ ps/nm} \cdot \text{km}$

Zero dispersion wavelength range: 1300-1324 nm

Optical fibre must conform with the following requirements:

- IEC 60793-2-50 Category B.1.3;
- EN 60793-2-50: Class B1.3;
- EN 50173:2007 Category OS1/OS2;
- ISO/IEC 11801:2002 Category OS1;
- IEEE 802.3 -2002. with change 802.3ae-2002;
- ANSI/TIA/EIA-568. B.3-2000;
- ITU-T Recommendation G.652.D
- along with earlier ITU A, and C

### 3.4 Requirements for installation

#### 3.4.1 Installation and design requirements for horizontal cabling and its components:

**Outlets:**

- 4 pair twisted horizontal copper cable to be terminated in RJ-45 modules to the 568B sequence. At least 30 cm (12 inch) of spare cable must be left in outlets. Written approval is needed for less than 30 cm of excess cable.
- Outlets must be clearly marked. Each RJ-45 module must feature a clear and unique description.

**Copper horizontal cables and cable arrangement systems:**

- 4 pair twisted horizontal copper cable to be terminated in RJ-45 modules to be 568B sequence.
- For pulling forces and maximum bend radius for cables - follow manufacturers' instructions and recommendations provided in technical data sheets for relevant cables marked with unique serial (catalogue) number,
- Cables must not be routed directly on suspended (false) ceiling structure. Special cable ladders or trunking (trays) must be used.
- Maximum number of cables in a single bundle is 24.

**Twisted pairs must be routed above power supply cables.**

- Upon installation cables must be free of any stresses and loads.
- Each distribution point must feature 3 metres of spare cable. Written approval is needed for less than 3 metres of excess cable.
- Maximum straight section without access is 30 meters.



- Maximum number of 90° bends between two entry points is two. (Three 90° bends are allowed only on sections up to 10 meters long)
- All cables must be concealed in a manner preventing physical access by unauthorised persons.
- When using ladders for routing cables, always follow manufacturer's specifications regarding installation requirements as well as load and capacity.
- When installing cable ladders in suspended (false) ceilings, always leave about 300 mm of space between the ladder and the ceiling.
- When installing cable ladders, always leave a minimum of 200 mm above the ladder.
- Cables must not be routed directly under walls or in screed floors. Cable conduits or tubes of appropriate diameter and strength must be used.
- Metal trunking entry points must be secured and have edge protection to prevent damage to cable coating.
- Metal elements supporting cables must always be interconnected and connected to the Communications Earth System (CES).

### **3.5 Requirements for installation**

#### **3.5.1 Installation and design requirements for horizontal cabling and its components:**

##### **Outlets:**

- 4 pair twisted horizontal copper cable to be terminated in RJ-45 modules to the 568B sequence. At least 30 cm (12 inch) of spare cable must be left in outlets. Written approval is needed for less than 30 cm of excess cable.
- Outlets must be clearly marked. Each RJ-45 module must feature a clear and unique description.

##### **Copper horizontal cables and cable arrangement systems:**

- 4 pair twisted horizontal copper cable to be terminated in RJ-45 modules to be 568B sequence.
- For pulling forces and maximum bend radius for cables - follow manufacturers' instructions and recommendations provided in technical data sheets for relevant cables marked with unique serial (catalogue) number,
- Cables must not be routed directly on suspended (false) ceiling structure. Special cable ladders or trunking (trays) must be used.
- Maximum number of cables in a single bundle is 24.

##### **Twisted pairs must be routed above power supply cables.**

- Upon installation cables must be free of any stresses and loads.
- Each distribution point must feature 3 metres of spare cable. Written approval is needed for less than 3 metres of excess cable.
- Maximum straight section without access is 30 meters.
- Maximum number of 90° bends between two entry points is two. (Three 90° bends are allowed only on sections up to 10 meters long)
- All cables must be concealed in a manner preventing physical access by unauthorised persons.
- When using ladders for routing cables, always follow manufacturer's specifications regarding installation requirements as well as load and capacity.
- When installing cable ladders in suspended (false) ceilings, always leave about 300 mm of space between the ladder and the ceiling.
- When installing cable ladders, always leave a minimum of 200 mm above the ladder.
- Cables must not be routed directly under walls or in screed floors. Cable conduits or tubes of appropriate diameter and strength must be used.
- Metal trunking entry points must be secured and have edge protection to prevent damage to cable coating.
- Metal elements supporting cables must always be interconnected and connected to the Communications Earth System (CES).

#### **Copper patch panels:**

- 4 pair twisted horizontal copper cable to be terminated in RJ-45 modules to the 568B sequence.
- All cables must be individually attached to the rear shelf. The use of rear shelves for fixing cables is mandatory.
- Each panel must be attached to a 19-inch rack with four "Clipko" screws i.e. sets of a screw, a basket (cage nut) and a washer.
- Each panel must feature an individual and unique label. Each panel port must also be labelled.
- Shielded panels must individually be earthed to the earthing system of the cabinet via the CES or the earth electrode.

#### **Copper patch cords:**

- 4 pair twisted patch cord with RJ-45 plugs, terminated to the 568B sequence, must be used.
- Patch cords must be made of 4 pair twisted wire with moulded boot.
- Excess patch cord lengths must be arranged in horizontal or vertical patch cord management accessories.

### **3.5.2 Installation and design requirements for backbone cabling and its components:**

#### **Backbone fibre optic cables:**

- For pulling forces and maximum bend radius for cables - follow manufacturers' instructions and recommendations provided in technical data sheets for relevant cables marked with unique serial (catalogue) number.
- Fibre optic cables must be formed on fibre optic patch panels that feature an appropriate number of adapters and cable management accessories for spare fibres.
- Insert the cable into the panel using a gland of appropriate diameter. Use only one cable per gland.
- Cables must be attached to the panel by means of a special fixing screw that secures the cable touching only aramid fibres or glass fibres which are a protection element of the cable.
- Excess cable per fibre optic panel must be between 2 metres and 3 metres. Pigtails, if any, must be included in the excess cable length referred to above.
- Each distribution point must feature 3 metres of spare cable. Written approval is needed for less than 3 metres of excess cable.
- Upon installation cables must be free of any stresses and loads.
- Maximum number of 90° bends between two entry points is two.
- All cables must be concealed in a manner preventing physical access by unauthorised persons.
- Vertically arranged cables must be fastened every: 500 mm inside trunking or ladders, 1500 mm inside covered trunking.
- When using ladders for routing cables, always follow manufacturer's specifications regarding installation requirements as well as load and capacity.
- When installing cable ladders in suspended (false) ceilings, always leave about 300 mm of space between the ladder and the ceiling.
- When installing cable ladders, always leave a minimum of 200 mm above the ladder.
- Cables must not be routed directly under walls or in screed floors. Cable conduits or tubes of appropriate diameter and strength must be used.
- Metal trunking entry points must be secured and have edge protection to prevent damage to cable coating.
- Metal elements supporting cables must always be interconnected and connected to the Communications Earth System (CES).

#### **Fibre optic patch panels:**

- Closed design fibre optic patch panels must be used.
- All openings of a fibre optic panel must be plugged or filled with adapters.
- Excess fibre must be placed inside the splice cassettes or optical fibre excess cassette.
- All splice protectors must be retained in suitable holders within the splice cassette.
- Each panel must be attached to a 19-inch rack with four "Clipko" screws i.e. sets of a screw, a basket (cage nut) and a washer.
- Each panel must feature an individual and unique label. Each panel port must also be labelled.

**Fibre optic patch cords:**

- Fibre optic patch cords must feature connectors of the same type as adapters in fibre optic panels and active devices. Hybrid adapters or patch cords are not recommended.
- Excess patch cord lengths must be arranged in horizontal or vertical patch cord management accessories. For fibre optic patch cords use of closed patch cord management accessories should be considered.

**3.6 Requirements for distribution points:**

- Minimum clearance on all front surfaces of panel cubicles (cabinets), where access is required, must be 1.2 m.
- Patch bays (cabinets) must be located at suitable working height to enable test measurements, repairs and configuration changes.
- Place the fibre optic panels on top of the rack to protect the connectors and fibres from damage.
- Install copper panels and separate them with horizontal cable management panels every 2U or 48 ports. In case of slanted panels and side patch cable management accessories, horizontal cable management accessories are not required.
- Install side cable guides or side hangers right under the horizontal cable management panel.
- Leave free space in the cabinet for future expansion.

**3.7 Testing requirements and the 25-year System Performance and Application Assurance Warranty**

**1. General requirements:**

The following conditions must be fulfilled for the 25-year System Performance and Application Assurance Warranty:

- As at the date of installation, the installation contractor must be a Certified Installer for the manufacturer of the system being installed.
- All installed transmission elements in data transmission (distribution cables, patch bays, socket modules, pigtails, adapters, patch cords and connectors) must be brand new, manufactured by the same manufacturer of the cabling system and must be marked by that manufacturer.
- The installation contractor must notify the cabling manufacturer of the installation for certification.
- Proper application must contain filled application form and test report file.
- Test report files must be submitted in a non-editable and original format of the test instrument.
- Testing must be carried out as per standards and manufacturer's requirements as a minimum.
- As Installed Drawings and Cabinet layout drawings to be provided to manufacturer as part of the warranty application.

**2. Requirements for testing of copper cables:**

- Proper application must contain filled application form and test report file.
- All measurements of copper links must be performed in Permanent Link configuration. Testing performed in any other configuration will need to be considered separately by the manufacturer.
- Only 5% or less of all test results may be \*PASS. Installations featuring more than 5% of \*PASS test results will be considered separately by the manufacturer.
- Testing instruments must be periodically calibrated as per manufacturer's guidelines and feature the latest possible software.
- Tests must be performed in accordance with the designed performance - class or category.
- Each measurement must contain values for parameters such as: wire map, length, insertion loss, propagation delay, delay skew, resistance, NEXT, PS NEXT, ACR-N, PS ACR-N, ACR-F, PS ACR-F, RL

**3. Requirements for testing of fibre optic cables:**

- Testing must be performed in both directions in two wave lengths, suitable for the type of optical fibre. (850 nm & 1300 nm for multimode, 1310 nm & 1550 nm for single mode).

- Optical Loss Test Set (OLTS) are efficient in testing the insertion loss.
- Using OLTS for insertion loss and cable length testing, also enables verification of polarity as per Tier 1 testing, specified in the standards.
- Tier 2, which is an optional level, includes Tier 1 OLTS testing and requires an additional Optical Time Domain Reflectometer (OTDR) test.
- Tier 1 testing is the minimum requirement for installation certification and for the manufacturer's warranty.

**4. Test reports provided with warranty applications must include:**

**For Copper:**

- Test date.
- Details of the person performing the test.
- Description of test instrument, including manufacturer's name, model and instrument serial number.
- Date of the most recent factory calibration and must be within calibration valid period.

- Type and length of testing cables.
- Cable label, which should include a reference to cable origin and outlet number.
- Test standard and category/class of cable tested.
- Plot data included in test result.

**5. For OLTS:**

- Test date.
- Details of the person performing the test.
- Description of test instrument, including (CPR category for multimode devices), manufacturer's name, model and instrument serial number.
- Date of the most recent factory calibration and must be within calibration valid period.
- Type and length of testing cables.
- Fibre label, which should include a reference to cable origin, destination and core number.
- Test standard and the type of reference method used (method A or 1 cord reference method should be used).
- Test loss results (including direction) and wavelength.

**6. For OTDR:**

- OTDR test results are optional to accompany the OLTS results.
- Test date.
- Details of the person performing the test.
- Description of test instrument, including (CPR category for multimode devices), manufacturer's name, model and instrument serial number.
- Date of the most recent factory calibration and must be within calibration valid period.
- Type and length of testing cables.
- Fibre label, which should include a reference to cable origin, destination and core number.
- Test standard and the type of reference method used (method A or 1 cord reference method should be used).

**7. Test reports provided with warranty applications must include:**

**For Copper:**

- Test date.
- Details of the person performing the test.
- Description of test instrument, including manufacturer's name, model and instrument serial number.
- Date of the most recent factory calibration and must be within calibration valid period.
- Type and length of testing cables.
- Cable label, which should include a reference to cable origin and outlet number.
- Test standard and category/class of cable tested.

Plot data included in test result

**For OLTS:**

- Test date.
- Details of the person performing the test.
- Description of test instrument, including (CPR category for multimode devices), manufacturer's name, model and instrument serial number.
- Date of the most recent factory calibration and must be within calibration valid period.
- Type and length of testing cables.
- Fibre label, which should include a reference to cable origin, destination and core number.
- Test standard and the type of reference method used (method A or 1 cord reference method should be used).
- Test loss results (including direction) and wavelength.

**For OTDR:**

- OTDR test results are optional to accompany the OLTS results.
- Test date.
- Details of the person performing the test.
- Description of test instrument, including (CPR category for multimode devices), manufacturer's name, model and instrument serial number.
- Date of the most recent factory calibration and must be within calibration valid period.
- Type and length of testing cables.
- Fibre label, which should include a reference to cable origin, destination and core number.
- Test standard and the type of reference method used (method A or 1 cord reference method should be used).
- Test loss results (including direction) and wavelength.

## 8. Basic Installation Practices

- No more than 300mm to 500mm slack to be left at work area outlets.
- No twists, kinks in cable & sharp bends allowed.
- Cuts to metal tray and or any metal surface should be protected with a grommet strip.
- The minimum bend radius of 4x the diameter for copper cable shall always be maintained.
- The minimum bend radius of 10x the diameter for fiber cable shall always be maintained.
- Use nylon cable ties with care:
  - Closed tie should rotate freely.
  - No deformation of cable jacket.
- No cable lengths (i.e. from patch panel to the network wall socket or box) shall exceed 90 meters as it is also stated in International Standards.
- All Data Cables should be separated from electrical cables to avoid EMI issues.
- Do not lay cables directly onto the ceiling support system as cabling should have a dedicated pathway.
- Cables must be supported at every change of direction.
- Do not over-fill catenaries or support stands.
- Avoid damp areas and areas which immerse cables in water.
- Temperature of installed cabling not to exceed -20°C and + 60°C.
- Maximum of 24 cables per catenary strand/loom.

## 9. Labelling

- **Network cabinets** in the same building floor must be alphabetically named as Cabinet A, Cabinet B, etc.
- **Patch panel** & cable numbers must be permanent labels and not handwritten labels.

- Newly installed cables must be sequentially labelled not more than 10cm/100mm from termination point on each end of the cable, i.e. towards the patch panel and towards the network floor point, for traceability during troubleshooting. **(ANSI/TIA-606-C – Labelling and Numbering Standard)**

#### 10. Cable routes

- It is recommended that containment should have a maximum fill at time of install of 40% and should never have more than 60% fill. **(ANSI/TIA-569-D Telecommunications Pathways & Spaces Standard).**
- Pathway fill capacity can be found in manufacturer's specifications.

#### 11. Testing

- Testing is performed to specific categories or class of link and results are compared to industry Standards to provide Pass/Fail indication.
- Testing is to be conducted using a tester of at least Level III and current generation from the manufacturers list. (Contact Manufacturer for approved tester list)
- Only Permanent Link Test Results will be accepted & only from a tester which is under valid calibration.

#### 12. Warranty

- On completion of installation, installer company must submit 25-year Molex/Krone/ other Warranty certificate on Copper & Fiber Installation.

#### 13. Power over Ethernet (POE)

By running Data and Power transmission over the same cable, POE has eliminated the need for additional wiring installs, saving costs and redundant cabling. Today, POE allows centralization of building control including power and the Internet of Things (IoT).

Network cables such as Cat 5e, Cat 6, Cat 6A, etc... comprise eight wires arranged as 4 twisted pairs. With 10 and 100BASE-T Ethernet, 2 of these pairs are used for sending information, and these are known as the data pairs. The other 2 pairs are unused and are referred to as the spare pairs (Gigabit Ethernet uses all four pairs).

And because electrical currents flow in a loop, two conductors are required to deliver power over a cable.

POE treats each pair as a single conductor and can use either the 2 data pairs or the 2 spare pairs to carry electrical current. Power over Ethernet is injected onto the cable at a voltage between 44- and 57-Volts DC, and typically 48 volts is used. This relatively high voltage allows efficient power transfer along the cable, while still being low enough to be regarded as safe.

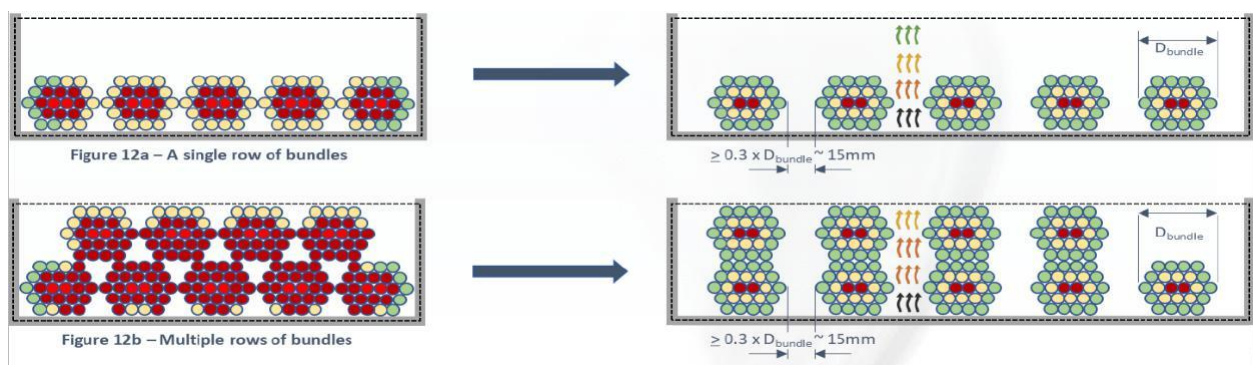
In 2013 IEEE announced a task force to review and cater to the emerging applications that demanded higher power for infrastructures in areas such as Building Management, Health Care, Video Conferencing, Retail, IP Cameras with PTZ functions, High-Power Wireless and Industrial Networks. The new IEEE 802.3bt was approved in September 2018 and was published in January 2019.

Name	Standard(s)	MAX Current	No. Pairs Energized	Power at Device	Date Ratified
POE	IEEE 802.3af  - Type 1	350mA	2	12.95  W	2003

<b>POE+</b>	<b>IEEE 802.3at</b>  <b>- Type 2</b>	<b>600mA</b>	<b>2</b>	<b>25.5W</b>	<b>2009</b>
<b>POE++</b>	<b>IEEE 802.3bt</b> <b>- Type 3 IEEE</b>  <b>802.3bt – Type 4</b>	<b>600mA</b>  <b>960mA</b>	<b>4</b>	<b>49W</b>  <b>90 W</b>	<b>2018</b>
<b>Proprietary</b>	<b>CISCO UPOE &amp; POH-HD Base T</b>	<b>600mA</b> <b>1000mA</b>	<b>4</b>	<b>60W</b> <b>100W</b>	<b>Exist Today</b>

#### EN 50174 – 2:2018 AND TEMPERATURE RISE

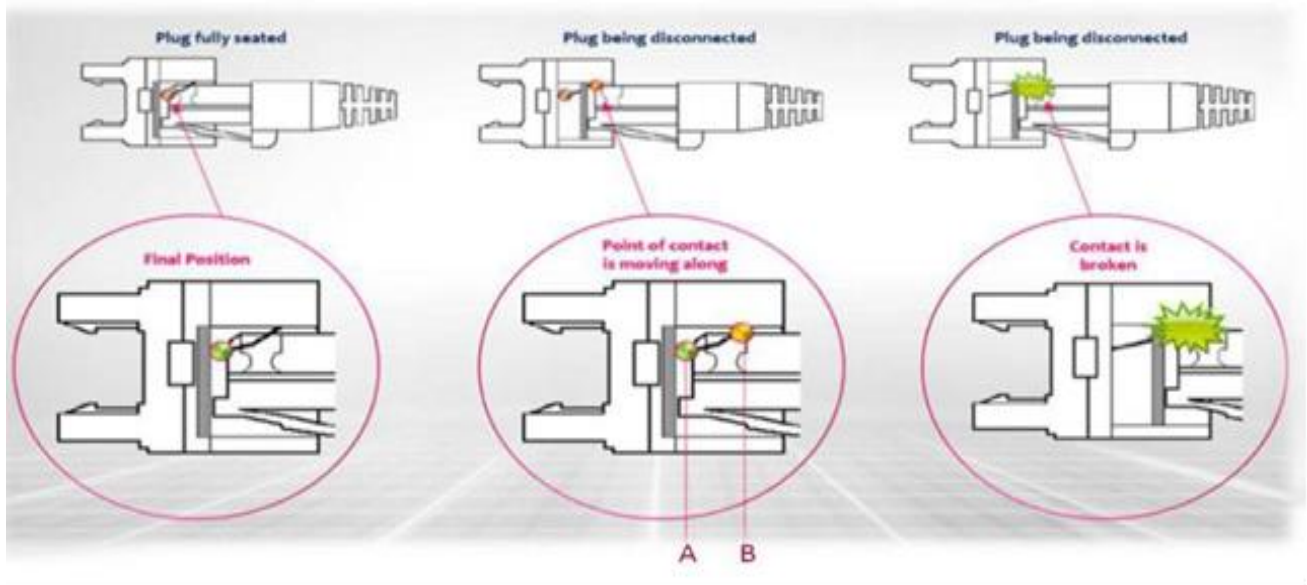
According to EN 50174 – 2:2018, cable bundles shall not contain more than 24 cables. It must be remembered that multiple groups of cable bundles subject to remote powering generate higher temperature increases since the centre cables are in essence unventilated. The recommendations from this standard is to group bundles of cables so that each bundle will eventually behave as a single, isolated bundle, in the applicable installation location.



Because of the High-Power POE there will also be the challenge of arcing taking place. During disconnection, the current eventually flows over a small remaining contact area. When the contact is pulled out, sparks are produced. This creates a plasma with extremely high temperatures that can cause local damage to the contact. High Quality plug connections like the Molex/Krone/other Connected Enterprise Solutions Data Gate jacks, are therefore made in such a way as to create sufficient distance between the pull-out point and the nominal contact area.

Molex/Krone/other Connected Enterprise Solutions plugs, and jacks are designed to pass the test methods of IEC 60512-9-3 and IEC 60512-99-001 to ensure that when arcing occurs, it will not damage the critical plug and jack mating point.





#### 4. MANDATORY REQUIREMENTS

If a bidder does not comply fully with each of the mandatory requirements, it shall be regarded as mandatory non-performance/non-compliance and the bid shall be disqualified. No “unanswered” questions will be allowed. If a response to a question has been indicated as comply but not elaborated upon or substantiated it shall be regarded as mandatory non- performance/non-compliance and the bid shall be disqualified.

Bidders shall provide full and accurate answers to the mandatory questions posed in this document, and, where required, explicitly state either “Comply/Accept (with a “Yes”)” or “Do not comply/do not accept (with a “No”)” regarding compliance to the requirements. Bidders must substantiate their responses to all mandatory questions. PLEASE NOTE: If the response does not substantiate any of the points or requirements in the body of the tender, it will be deemed to not comply, even if the ‘Comply’ field has been marked. Please note: All documentation to substantiate the mandatory requirements has to be supplied.

#### TECHNICAL SUITABILITY: MANDATORY REQUIREMENTS

**The bidder who fails to comply with the Mandatory Requirements will be disqualified.**

1. Cabling Certified Partner	Comply	Not Comply
The bidder must be a certified cabling installation partner: (Molex /Krone or Other)		
<b>Substantiate: The bidder must provide a valid copy of cabling certificate</b>		



2. Project Manager	Comply	Not Comply
The bidder must provide a detailed Curriculum Vitae of a certified Project Manager who will be assigned to the project with a minimum of five (5) years' experience in management of projects of a similar nature, scope, size and scale in planning, installation, configuration and supporting of structured Data Centre cabling.		
<b>Substantiate: The bidder must provide a detailed CV.</b> <b>The NHLS reserves the right to request copies of qualifications and certifications.</b>		

3. ISO Certified	Comply	Not Comply
The bidder must be ISO 9001:2015 (Quality Management Systems) or ISO 9004:2018 (Quality Management) certified.		
<b>Substantiate: The bidder must provide a valid copy of any of the certificates</b>		

## 5 TECHNICAL FUNCTIONALITY

5.1 The bidder **must complete in full all of the TECHNICAL FUNCTIONALITY requirements.**

5.2 The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, NHLS reserves the right to treat substantiation evidence that cannot be located in the bid response as "NOT COMPLY".

**Evaluation per requirement.** The evaluation (scoring) of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.

5.3 Each TECHNICAL FUNCTIONALITY requirement will be evaluated using the following generic 5-point scale:

Rating	Definition	Score
<b>Excellent</b>	<b>Exceeds</b> the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	<b>5</b>
<b>Good</b>	<b>Satisfies</b> the requirement with <b>minor additional benefits</b> . Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods/services. Response identifies factors that will offer potential added value, with supporting evidence.	<b>4</b>
<b>Acceptable</b>	<b>Satisfies</b> the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods/services, with supporting evidence.	<b>3</b>
<b>Minor Reservations</b>	Satisfies the requirement with <b>minor reservations</b> . Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods/services, with little or no supporting evidence.	<b>2</b>

Rating	Definition	Score
<b>Serious Reservations</b>	Satisfies the requirement with <b>major reservations</b> . Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods/services, with little or no supporting evidence.	<b>1</b>
<b>Unacceptable</b>	<b>Does not meet the requirement.</b> Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods/services, with little or no supporting evidence.	<b>0</b>

**Weighting of requirements:** The full scope of requirements will be determined by the following weights:

REQUIREMENTS	Weight (%)	
<b>1. Bidder's Experience:</b>  The Bidder should provide relevant contactable references of customers where Data Centre cabling projects of the similar scope, size and scale were completed.  <b>NB: Provide signed reference letters on the client's letter head.</b>  <b>NHLS reserves the right to independently approach these companies without consulting the Bidder.</b>	<b>35%</b>	<b>References of Data Centre cabling projects.</b>  <ul style="list-style-type: none"> <li>Four or more references = 35 Points</li> <li>Three references = 30 Points</li> <li>Two references = 20 points</li> <li>One reference = 10 points</li> <li>No reference = 0 Points</li> </ul>
<b>2. Bidder's Experience: Technical Resources</b>  The Bidder should provide CVs of the technical resources with <b>ATLEAST</b> three (3) years' Experience each in Data Centre cabling.  <b>Substantiation: The Bidder should attach comprehensive CVs that clearly indicate structured cabling experience, and data centre cabling experience for their Technical Resources.</b>	<b>35%</b>	<b>CVs of Technical Resources</b>  <ul style="list-style-type: none"> <li>Four or more CVs of technical resources with cabling experience = 35 Points</li> <li>Three CVs of technical resources with cabling experience = 30 Points</li> <li>Two CVs of technical resources with cabling experience = 20 Points</li> <li>One CV of technical resource with cabling experience = 10 Points</li> <li>Zero CV = 0 Points</li> </ul>
<b>3. Project Management Presentation</b>  Bidders should demonstrate full knowledge of Project Methodology by:	<b>30%</b>	<b>Onsite Presentation</b>  <ul style="list-style-type: none"> <li>The presentation fully demonstrated how the project will be delivered using Project management methodology = 30 Points</li> </ul>

<ul style="list-style-type: none"> <li>• detailing the delivery of the <b>said service</b> through full project management lifecycle - <ul style="list-style-type: none"> <li>❖ Planning Phase</li> <li>❖ Implementation Phase</li> <li>❖ Commissioning Phase</li> </ul> </li> </ul> <p><b>NB: Presentation date and venue will be communicated 5 days before the presentation to the eligible bidders.</b></p> <p><b>Only Bidders that meet a minimum of 55% from evaluation criteria (1-3) above will be invited for presentation.</b></p>		<ul style="list-style-type: none"> <li>• The presentation partially demonstrated how the project will be delivered using Project management methodology = 15 Points</li> <li>• The presentation did not demonstrate how the project will be delivered = 0 Points</li> </ul>
<b>TOTAL SCORE</b>	<b>100%</b>	
<b>MINIMUM THRESHOLD</b>	<b>75%</b>	

### Summary

**Minimum threshold:** To be eligible to proceed to the next stage of the evaluation the bidder must achieve minimum threshold score of **75%**.

## ANNEXURE B: Tax Clearance Requirements (SBD2)

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- 1 It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 2 In order to meet these requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate requirements are also applicable to foreign bidders/individuals who wish to submit bids.
- 3 SARS shall then furnish the bidder with a Tax Clearance Certificate that shall be valid for a period of one (1) year from the date of approval.
- 4 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate shall result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate shall not be acceptable.
- 5 In bids where Consortia / Joint Ventures / subcontractors are involved, each party must submit a separate Tax Clearance Certificate.
- 6 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 7 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers shall need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).



TAX CLEARANCE

**TCC 001**

## Application for a Tax Clearance Certificate

### Purpose

Select the applicable option ..... Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application


### Particulars of applicant

Name/Legal name (Initials & Surname or registered name)																
Trading name (if applicable)																
ID/Passport no						Company/Close Corp. registered no										
Income Tax ref no						PAYE ref no	7									
VAT registration no	4					SDL ref no	L									
Customs code						UIF ref no	U									
Telephone no	C O D E		N U M B E R		Fax no	C O D E		N U M B E R								
E-mail address																
Physical address																
Postal address																

### Particulars of representative (Public Officer/Trustee/Partner)

Surname																
First names																
ID/Passport no						Income Tax ref no										
Telephone no	C O D E		N U M B E R		Fax no	C O D E		N U M B E R								
E-mail address																
Physical address																

**Particulars of tender (If applicable)**

Tender number 

Estimated Tender amount R 

Expected duration of the tender  year(s)

**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Audit**

Are you currently aware of any Audit investigation against you/the company?.....  YES  NO

If "YES" provide details


**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of  Tenders or  Goodstanding.

I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent 
**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/Public Officer

**Notes:**

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
  - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act;
  - or
  - (b) without just cause shown by him, refuses or neglects to
    - (i) furnish, produce or make available any information, documents or things;
    - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS shall, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate shall only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

## ANNEXURE C: Pricing Schedule

Please indicate your total bid price here: R \_\_\_\_\_ (Vat Exclusive)

### Important:

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

### The following must be noted:

1. All prices must be VAT exclusive and must be quoted in South African Rand (ZAR).
2. All prices must be firm and fixed from the tender closing date and for the duration of the contract
3. All the consortium or joint venture partners must submit a complete set of the latest audited financial statements.
4. All bidders must cost according to the costing template provided or this will lead to disqualification.
- 5.

The cost of installation, delivery, site preparation etc. Must be included in this proposal.	Comply	Do Not comply
Substantiate / Comments		

6.

No price adjustments that are 100% linked to exchange rate variations shall be allowed.	Comply	Do Not comply
Substantiate / Comments		

7.

The bidder must indicate <b>clearly</b> which portion of the purchase price as well as the monthly costs is linked to the exchange rate.	Comply	Do Not comply
Substantiate / Comments		

8.

All additional costs must be clearly specified.	Comply	Do Not comply
Substantiate / Comments		



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

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

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

Name of bidder: \_\_\_\_\_

Bid number: **RFB077/20/21 Closing** Time 11:00 am Closing date: **19 May 2021**

Bid Price (Vat incl.) R\_\_\_\_\_

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

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

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

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

## PRICING TEMPLATE

Bidders **must** provide the NHLS with costing information for a once off contract duration. The bid price quoted must be inclusive as per the scope of work.

Note:

- Bidder must complete the pricing as per tables below.
- Prices must be provided in South African Rand (R)
- Line Prices are all VAT EXCLUSIVE and TOTAL PRICE is VAT INCLUSIVE
- Bidder to ensure that the Prices listed below are included on the Total Declared Price
- Bidders who fail to price according to the costing template provided will be disqualified

### Annexure A: Costing table

DESCRIPTION	PRICE (ZAR)
Design	R
<b>Implementation:</b> <ul style="list-style-type: none"> <li>Copper Solution = R</li> <li>Fibre = R</li> <li>Network Cabinets = R</li> <li>Civil work = R</li> <li>Installation cost = R</li> <li>Recovery = R</li> <li>Documentation = R</li> <li>Miscellaneous = R</li> </ul>	R
<b>TOTAL (excluding VAT)</b>	R
<b>VAT (15%)</b>	R
<b>TOTAL (including VAT)</b>	R

**PRICE DECLARATION FORM**

Having read through and examined the Tender Document, **RFB NO: 077/20/21**, General Conditions, the requirement and all other Annexures to the Tender Document, we offer to provide: **The Provision of Data Centre Cabling at Braamfontein and Sandringham** as detailed in the bid document, for the total Tendered Contract Sum of in: \_\_\_\_\_ (VAT Incl.) Amount in Words  
R\_\_\_\_\_ (VAT Incl.) Amount in Numbers

We confirm that this price covers all activities associated with **RFB077/20/21: The Provision of Data Centre Cabling at Braamfontein and Sandringham** but not limited to the supply of all required, for **the Provision of Data Centre Cabling at Braamfontein and Sandringham**. We confirm that NHLS will incur no additional costs whatsoever over and above this amount in connection with the supply of this solution.

We further confirm that all licences required for complete implementation of the solution, and the costs associated therewith, as well as any licences that may be required for future expansion have been fully described and disclosed in this document.

We undertake to hold this offer open for acceptance for a period of **120 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Proposals.

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

<b>SIGNED:</b>		<b>DATE:</b>	
----------------	--	--------------	--

<b>Print name of signatory)</b>	
<b>Designation</b>	

<b>FOR AND ON BEHALF OF:</b>	COMPANY NAME	
	Tel No	
	Fax No	
	Cell No	

#### ANNEXURE D: Declaration of Interest (SBD4)

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 a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:
  - 1.1.1 the bidder is employed by the state; and/or
  - 1.1.2 the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and/or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the bid.
- 1.2 **In order to give effect to the above, the following questionnaire must be completed and submitted with the Bid.**
  - 1.2.1 Full name of bidder or his or her representative: \_\_\_\_\_
  - 1.2.2 Identity number: \_\_\_\_\_
  - 1.2.3 Position occupied in the company (director, trustee, shareholder) \_\_\_\_\_
  - 1.2.4 Company registration number: \_\_\_\_\_
  - 1.2.5 Tax reference number: \_\_\_\_\_
  - 1.2.6 VAT registration number: \_\_\_\_\_
  - 1.2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.
  - 1.2.6.2 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 a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it

\_\_\_\_\_  
 "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.

is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

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

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

2.1 Full name of the bidder or his or her representative: \_\_\_\_\_

2.2 Identity number: \_\_\_\_\_

2.3 Position occupied in the company (director, trustee, shareholder<sup>2</sup>): \_\_\_\_\_

2.4 Company registration number: \_\_\_\_\_

2.5 Tax Reference Number: \_\_\_\_\_

2.6 VAT Registration Number: \_\_\_\_\_

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: \_\_\_\_\_

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

\_\_\_\_\_

Position occupied in the state institution: \_\_\_\_\_

Any other particulars: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

- 2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**
- If yes, did you attach proof of such authority to the Bid document? **YES / NO**
- (NOTE: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)**
- 2.7.2.1 If not, furnish reasons for non-submission of such proof: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**
- 2.8.1 If so, furnish other particulars: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 2.9.1 If so, furnish other particulars: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and/or adjudication of this Bid? **YES/NO**
- 2.10.1 If so, furnish other particulars \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**
- 2.11.1 If so, furnish other particulars: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Full name	Identity number	Personal tax reference number	State employee number / Persal number

**4. Declaration**

I, the undersigned (name) \_\_\_\_\_ certify that the information furnished in paragraphs 2 and 3 above is correct.

I accept that the State may reject the bid or act against me in terms of paragraph 23 of the GCC should this declaration prove to be false.

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

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

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

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



## **ANNEXURE E: Preferential Procurement Claim Form (SBD6.1)**

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

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

#### **1. GENERAL CONDITIONS**

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

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

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

1.2 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
Price	<b>80</b>
B-BBEE Status Level Of Contributor	<b>20</b>
Total points for Price and B-BBEE must not exceed	<b>100</b>

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

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

#### **2. DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good

practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

### 3. ADJUDICATION USING A POINT SYSTEM

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEM

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps	=	Points scored for price of bid under consideration
Pt	=	Price of bid under consideration
Pmin	=	Price of lowest acceptable bid

#### 4. Points awarded for B-BBEE Status Level of Contribution

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

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

#### 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: ..... = ..... (maximum of 20 points) (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

#### 7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? \_\_\_\_\_ %  
(ii) the name of the sub-contractor? \_\_\_\_\_  
(iii) the B-BBEE status level of the sub-contractor? \_\_\_\_\_  
(iv) whether the sub-contractor is an EME?

**(Tick applicable box)**

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

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

Designated Group: An EME or QSE which is at 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		
OR		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number: .....

8.3 Company registration number: .....

8.4 Type of Company/Firm

☐ Partnership/Joint Venture / Consortium

☐ On

1e person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 Describe Principal Business Activities

.....

.....

.....

8.6 Company Classification

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

[TICK APPLICABLE BOX]

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

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

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

(e) forward the matter for criminal prosecution.

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>
---

<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p> <p>.....</p>
--

**SWORN AFFIDAVIT: B-BBEE QUALIFYING SMALL ENTERPRISE: GENERAL**

I, the Undersigned

<b>Full Name and Surname:</b>	
<b>Identity Number:</b>	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading (if applicable):</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, Pty Ltd, Sole Prop etc.)</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People:</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ol style="list-style-type: none"> <li>Who are citizens of the Republic of South Africa by birth or descent; or</li> <li>Who became citizens of the Republic of South Africa by naturalization- <ol style="list-style-type: none"> <li>Before 27 April 1994; or</li> <li>On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</li> </ol> </li> </ol>

- I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
- The Enterprise is \_\_\_\_\_% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands).
- Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

<b>100% Black Owned</b>	Level One (135% B-BBEE procurement recognition level)	
<b>At least 51% Black Owned</b>	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature:** \_\_\_\_\_

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

---

**Commissioner of Oaths**

**Signature and Stamp**



**SWORN AFFIDAVIT: B-BBEE QUALIFYING MICRO ENTERPRISE: GENERAL**


---

I, the Undersigned

<b>Full Name and Surname:</b>	
<b>Identity Number:</b>	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading (if applicable):</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, Pty Ltd, Sole Prop etc.)</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People:</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>c. Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>d. Who became citizens of the Republic of South Africa by naturalization-</p> <p>iii. Before 27 April 1994; or</p> <p>iv. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p>

- I hereby declare under Oath that:
  - The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
  - The Enterprise is \_\_\_\_\_% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
  - The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) or less.
- Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

<b>100% Black Owned</b>	<b>Level One</b> (135% B-BBEE procurement recognition level)	
<b>At least 51% Black Owned</b>	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
<b>Less than 51% Black Owned</b>	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature:** \_\_\_\_\_

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

\_\_\_\_\_  
**Commissioner of Oaths**

**Signature and Stamp**

**ANNEXURE F: Declaration of Bidders Past Supply Chain Practices (SBD8)**
**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p><b>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?</b></p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>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.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p><b>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)?</b></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	<p><b>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?</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p><b>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?</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Item	Question	Yes	No
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**

## ANNEXURE G: Certificate of Independent Bid Determination (SBD9)

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### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>31</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>4</sup> Collusive bidding is a *per 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:

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<sup>3</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>4</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:

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**(Bid Number and Description)**

in response to the invitation for the bid made by:

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**(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)**

- 7 I have read and I understand the contents of this certificate.
- 8 I understand that the accompanying bid will be disqualified if this certificate is found not to be true and complete in every respect.
- 9 I am authorised by the bidder to sign this certificate, and to submit the accompanying bid, on behalf of the bidder.
- 10 Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
- 11 For the purposes of this certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who:
  - 5.1 has been requested to submit a bid in response to this bid invitation;
  - 5.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - 5.3 provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

- 12 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>5</sup> will not be construed as collusive bidding.
- 13 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 13.1 prices;
  - 13.2 geographical area where product or service will be rendered (market allocation)
  - 13.3 methods, factors or formulas used to calculate prices;
  - 13.4 the intention or decision to submit or not to submit, a bid;
  - 13.5 the submission of a bid which does not meet the specifications and conditions of the bid; or
  - 13.6 bidding with the intention not to win the Bid.
- 14 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.
- 15 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.
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.

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**Signature**

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**Date**

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**Position**

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**Name of bidder**

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<sup>5</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.

## **ANNEXURE H: Government Procurement: General Conditions of Contract – July 2011**

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### **NOTES**

The purpose of this document is to:

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

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

☐ The GCC will form part of all bid documents and may not be amended.

☐ Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
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21. Delays in the supplier's performance



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

#### **General conditions of contract**

##### **1. Definitions**

The following terms shall be interpreted as indicated:

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

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

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](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:
  - 7.3.1 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - 7.3.2 a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing

such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- 13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;

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

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

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

#### **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as

practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - 23.1.1 if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - 23.1.2 if the Supplier fails to perform any other obligation(s) under the contract; or
  - 23.1.3 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those



undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - 23.6.1 the name and address of the supplier and / or person restricted by the purchaser;
  - 23.6.2 the date of commencement of the restriction
  - 23.6.3 the period of restriction; and
  - 23.6.4 the reasons for the restriction.
- 23.7 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.8 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment

is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

**25. Force majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of disputes**

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

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

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

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

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

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

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

**28. Limitation of liability**

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

**32. Taxes and duties**

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

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

- 33.1 The NIP Programme administered by the DTI shall be applicable to all contracts that are subject to the NIP obligation.

**34. Prohibition of restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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

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