

## NATIONAL HEALTH LABORATORY SERVICE (NHLS)

### REQUEST FOR QUOTATIONS

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

RFQ number:	RFQ 2001046
Closing date:	05 NOVEMBER 2021
Closing time:	11:00AM
RFQ validity period:	90 days (commencing from the RFQ Closing Date)
Important	<b>COMPULSORY BRIEFING MEETING</b> Venue: NHLS BRAAMFONTEIN, NCR BUILDING, CORNER HOSPITAL AND DE KORTE STREET BRAAMFONTEIN Contact Person: Bethuel Mogoru Contact: 0114899152/0114899179. Meeting Date: 29 October 2021 @ 14H00.
RFQ Description:	<b>MAINTENANCE AND REPAIRS OF AIRCONDITIONERS, FRIDGES &amp; FREEZERS FOR FREE STATE AND NORTH WEST REGION FOR A PERIOD OF SIX (12) MONTHS</b>
	<b>Courier or Hand Delivered at:</b>
	Only hand deliver to this address NHLS MAIN RECEPTION RFQ BOX Corner Hospital & De Korte Street Braamfontein security office Johannesburg BY NO later than 05 November 2021 @11h00. It must be clearly marked with RFQ nr <b>2001046</b> ATT BETHUEL MOGORU BRAAMFONTEIN

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

<b>The following particulars ]must be furnished</b>
---

**Information of the Bidder**

Name of bidder	
Registration number	
VAT regi0stration number	
Contact person	
Telephone number	
Cell number	
E-mail address	
Postal address	
Physical address	

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

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

\_\_\_\_\_  
**Name of bidder (duly authorised)**

\_\_\_\_\_  
**Signature of bidder**

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

\_\_\_\_\_  
**Capacity under which this RFQ is signed**

**Contents**

<b>1.</b>	<b><u>Terms and conditions of Request for Quotation (RFQ)</u></b> .....	<b>5</b>
<b>2.</b>	<b><u>Response format</u></b> .....	<b>5</b>
<b>Annex A:</b>	<b>Response format</b>	
<b>Annex B:</b>	<b><u>Preferential Procurement Claim form SBD 6.1</u></b>	<b>8</b>
<b>Annex C:</b>	<b><u>Tax clearance requirements SBD 2</u></b>	<b>15</b>
<b>Annex D:</b>	<b><u>Declaration of Interest SBD 4</u></b>	<b>18</b>
<b>Annex E:</b>	<b><u>Declaration of Bidders Past Supply Chain Practices SBD 8</u></b>	<b>23</b>
<b>Annex F:</b>	<b><u>CERTIFICATE OF INDEPENDENT BID DETERMINATION SBD 9</u></b>	<b>25</b>
<b>Annex G:</b>	<b><u>Government Procurement: General Conditions of Contract – July 2011</u></b>	<b>28</b>
<b>Annex H:</b>	<b>Local Content Declaration of the Local Content designated (SBD 6.2)</b>	

## **TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)**

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

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

A compulsory pre-proposal RFQ/site meeting will be conducted at **NHLS BRAAMFONTEIN, NCR BUILDING, CORNER HOSPITAL AND DE KORTE STREET BRAAMFONTEIN** for a period of ± hours. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- A Certificate of Attendance in the form attached hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFQ briefing.

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

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

- This RFQ will be evaluated in terms of the 80/20 preference point system prescribed by the Preferential Procurement Regulations, 2011.
- All questions regarding this RFQ must be forwarded to the buyer within 24 hours after the RFQ has been issued.
- It is the responsibility of the bidder to ensure that its response reaches NHLS on or before the closing date and time of the RFQ.

**FOR HAND DELIVERIES OF RESPONSES, PLEASE SUBMIT THE RFQ DOCUMENT TO NHLS REGIONAL OFFICE – EHLANZENI RECEPTION IN THE RFQ BOX.**

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

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

## **2. RESPONSE FORMAT**

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

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

## **1.ADMINISTRATIVE COMPLIANCE**

The following will be used to evaluate bids administratively:

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

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

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

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

(if applicable)

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

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

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

## 2. SCOPE OF RFQ AND TECHNICAL REQUIREMENT OVERVIEW

The scope of this bid and the technical requirement will include the following service and repair indicated below for each type of Air conditioner, Refrigerators / Freezers. The bidder(s) will be expected to keep stock of replacement parts to ensure continuous provision of services.

### 2.1 MINOR SERVICE, REPAIRS AND MAINTENANCE OF AIRCONDITIONERS, FRIDGES & FREEZERS (FREE STATE NORTH WEST REGION) FOR A PERIOD OF SIX (6) MONTHS.

#### (SPECIFICATIONS)

- a) Air conditioners (Split Type Air Conditioning Units Including Console Splits, Mid and High Wall Splits, Under Ceiling Splits and Cassette Type Units:) - six (6) months service to include:

- Clean filters;
- Check cooling and heating operation;
- Check fans and fan motors;
- Clean condensate pans and drains;
- Test thermostat and controls operation;
- Leak test refrigerant system;
- Generally clean equipment.
- Chemically pressure clean evaporator coil;
- Chemically pressure clean condenser coil;
- All ferrous metal component to be examined, corrosion removed and repainted with Techtyl or similar to prevent further corrosion.
- Repair/ Replace faulty parts where necessary upon approval of quotation
- Fill gas if necessary

**b) Refrigerators / Fridges / Freezers six (6) months service to include:**

- Check door seals;
- Check compressor / motor fan;
- Check tubes & piping;
- Check for gas leaks;
- Fill gas if necessary;
- Remove ice build-up;
- Correctness of temperature readings
- Repair/ Replace faulty parts where necessary

**2.1.1 SERVICE INTERVALS:**

	REPAIRS AND MAINTANANCE SERVICE
AIR-CONDITIONERS	TWICE IN 12 MONTHS
REFRIGERATORS / FREEZERS	TWICE IN 12 MONTHS

**2.1.2 Time tables and work schedules**

- a) The project manager must supply NHLS Management with the work schedule to be followed for the service and maintenance of the Air-conditioners and Refrigerators.

**2.1.3 Disaster management**

- b) In the event of an unforeseen incident, which may occur, where a bidder might damage NHLS property during service, it will be the bidder's responsibility to repair/replace the damaged property.

**MINOR SERVICE, REPAIRS & MAINTENANCE OF AIRCONDITIONERS, FRIDGES AND FREEZERS - NORTH WEST**

LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
BRITS	Laboratory	Liebherr Mediline freezer	824935303		1
		Husky 2 Door Fridge	Sa362355473		1
		Fridge Star 2 Door Fridge	SNES1140X20		1
	Store-room	Smart Inventor Aircon	69PKG01M	1	
	TB Lab	LG Aircon	611KBMR100603	1	
	Main Lab	LG Aircon	MEZ61995616	1	
				<b>TOTAL: 3</b>	<b>TOTAL: 3</b>
LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
MAFIKENG	<b>ROOM BB-13</b>	FISHER	SR 0011277	1	
	ROOM BB-12	FISHER	SR 0006687	1	
	ROOM BB-28	NEOPLASMA	SR 512KAWQ00865	1	
	ROOM BB-30	PLASMA GOLD	301KA00029	1	
	ROOM BB-10	Jet Cool	305KA00030	1	
	ROOM BB-06	NEOPLASMA	508KAED00204	1	
	ROOM BB-05	MIDEA	N/A	1	
	ROOM BB-14	YORK	SR 322301662180100013	1	
	ROOM BB-15	YORK	N/A	1	
	ROOM BB-07	CARRIER	N/A	1	
	ROOM BB-06	CARRIER	SN 3408455720697090160006	1	
	ROOM BB-05	CARRIER	SN 340933363019B270160016	1	
	ROOM BB-04	CARRIER	SN 340933337049B210170172	1	
	ROOM BB-05	KELVINATOR FRIDGE	N/A		1
	ROOM BB-05	FRIDGE 2 DOOR SLIDING FRIDGE	SNES1140X15PK0141054		1
	ROOM BB-14	KELVINATOR FRIDGE	N/A		1
	ROOM BB-28	KELVINATOR FRIDGE	N/A		1
	ROOM BB-14	LABOCOOL 2 DOOR FRIDGE	SA362652422		1
	ROOM BB-07	FUSKS-WARE DE LUXE 385 FRIDGE	N/A		1
	ROOM BB-07	LEANARD SPACE-PLUS FRIDGE	N/A		1
	ROOM BB-06	UPRIGHT FREEZER	BEOGB-IEAW0-00JHB-L0003		1
	ROOM BB-05	DEFY FRIDGE	N/A		1
	ROOM BB-05	FRIDGESTAR FRIDGE	N/A		1
	ROOM BB-28	DEFY FRIDGE	N/A		1
	ROOM BB-28	KIC FRIDGE	N/A		1
	ROOM BB-28	KIC FRIDGE	N/A		1
				<b>TOTAL:13</b>	<b>TOTAL:13</b>
LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
TAUNG	Boardroom	Daikin	AC1	1	
	Kitchen	York	AC2	1	
	TB	Daikin	AC3	1	

	Core lab	Carrier	AC4	1	
	Core Lab	Carrier	AC5	1	
	Receiving office	Daikin Invertor	AC6	1	
	Managers Office	Daikin	AC7	1	
	Main Lab	Sliding d/door Refrigerator	Tag No: 62-006751		1
	Main Lab	Sliding d/door Refrigerator	Tag No: 62-006739		1
	Main Lab	KIC 2 Door Fridge	Tag No: 027180		1
	Kitchen	KIC Fridge	Tag No: 027184		1
	Main Lab	Freezer	Tag No: 027259		1
				<b>TOTAL: 7</b>	<b>TOTAL: 5</b>
LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
JOE MOROLONG	MAIN LABORATORY	Ecoaire	2332603N00036	1	
	MAIN LABORATORY	Ecoaire	2332603N00106	1	
	MAIN LABORATORY	Carrier	D202099200513713160025	1	
	MAIN LABORATORY	Carrier	D202250990112722160003	1	
	MAIN LABORATORY	Carrier	D202250990114722160022	1	
	TB Lab	Carrier	D202099200011472216018	1	
	Receiving office	Carrier	D2021974801160017	1	
	LM office	Carrier	D20225099011482216020	1	
	STORE ROOM	Yolk	Y5HJYH018BAM-A-Y		
	MAIN LAB	Fridge Master			1
	Main lab	Fridge Star 2 Door Fridge	EH1135X04		1
	Kitchen	Defy Fridge			1
				<b>TOTAL: 8</b>	<b>TOTAL: 3</b>
LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
POTCHEFSTROOM	Main Lab	Carrier	42QZL036DS	2	
	Tearoom	LG	LSNH0964DMO	1	
	Results room	York	Yshjxh018BAM	1	
	Receiving Office	LG	LSNH1865DMO	1	
		ALLIANCE		1	
	TB Lab	LG	LSNH0964DMO	1	
	Store room	LG	LSNH1865DMO	1	
	Lab Managers Office	LG	LSNH0964DMO	1	
	Micro	LG	G12LH	1	
	Back receiving room	LG	LSNH1865DMO	1	
	Phlebotomist room	LG	LSNH0964DMO	1	
	Labocool	Labotec			1
	Husky Double Door	Husky			1
	Husky Double Door	Husky			1
	Haier Freezer	Labex			1



	Husky Double Door	Husky			1
	Defy Freezer	Defy			1
	Kelvinator Fridge	Kelvinator			1
				<b>TOTAL: 12</b>	<b>TOTAL: 7</b>
LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
TSHEPONG	TB Lab	FRIGOREX FV280	ID280291743		1
	TB Lab	HUSKY HV36TSD	SA363309692		1
	TB Lab	KIC KTS026WH	290654764614		1
	TB Lab	KIC KTS026WH	290554769016		1
	Main lab	DEFY Q240	AB09390344		1
	Main lab	KIC KBF 634/1 NE	370367624545		1
	Main lab	FRIDGE FACTORY ES1360	RF1141008		1
	Main lab	HUSKY HV362T	SA362652882		1
	Main lab	FRIGOGLASS SL1140C	102622		1
	Main lab	HUSKY HV362TSD	SA363321239		1
	Micro lab	HUSKY HV362TSD	SA363268764		1
	Micro lab	FRIDGE FACTORY ES1140	SB28441017		1
	Micro lab	HUSKY HV463C	SA63273882 (Scraped)		1
	Micro lab	HUSKY HV362TSD	SA363268744		1
	Main lab	DEFY DMF378	AA06330038		1
	Kitchen	DEFY D260	AO04430230		1
	Phlebotomy office	GEC/COLD SPACE	2713C		1
	Stores	HUSKY	SA3636268746		1
	Stores	FRIDGE FACTORY ES1360	RF1141007		1
	Stores	FRIDGE FACTORY ES1360	RF1141006		1
	Stores	KIC	33054032711		1
	Stores	COOL FACTORY	44424ISKONF		1
	Stores	Air con 1 LG S096GH	Model & SN not visible	1	
	Stores	Air con 2 SAMSUNG	Model no & SN not visible	1	
	Stores	Air con 3 DAIKIN	Model no & SN not visible	1	
	Phlebotomy office 1	Air con 15 LG S186GH	Model no & SN not visible	1	
	Phlebotomy office 2	Air con 16 AUX		1	
	Phlebotomy office 2	Air con 17 AUX	Model no & SN not visible	1	
	Klerksdorp Lab	Air con 18 LG S186GH		1	
	Klerksdorp Lab	Air con 19 LG S186GH		1	
	TB Lab	Air con 20 GREE	GWHN18DCNK1A1A/I	1	
	TB Lab	Air con 21 DAIKIN	Model no & SN not visible	1	
	TB Lab	Air con 22 DAIKIN	Model no & SN not visible	1	
	TB Lab	Air con 23 LG S186GH		1	
	TB Lab	Air con 24 LG S096GH		1	

	PCR LAB	Air con 25 LG	Model no & SN not visible	1	
	PCR LAB	Air con 26 LG	Model no & SN not visible	1	
	PCR LAB	Air con 27 LG	Model no & SN not visible	1	
	PCR LAB	Air con 28 LG S186GH		1	
	PCR LAB	Air con 29 LG	Model no & SN not visible	1	
	PCR LAB	Air con 30 LG S186GH		1	
	PCR LAB	Air con 31 LG	Air con 31 LG	CANNOT BE SEEN	
	New lab CHEM/HAEM	York round way type	QNF67217805N01-6	1	
	New lab CHEM/HAEM	York round way type	QNF67217805N01-12	1	
	New lab CHEM/HAEM	York round way type	QNF67217805N01-25	1	
	New lab CHEM/HAEM	York round way type	QNF67217805N01-2	1	
	MICRO	York round way type	QNF67217805N01-5	1	
	MICRO	York round way type	QNFA2680809N01-9	1	
	MICRO	York round way type	QNFA2680809N01-5	1	
	RECEIVING OFFICE	York round way type	QNFA2680809N01-6	1	
	RECEIVING OFFICE	York round way type	QNFA2680809N01	1	
	RECEIVING OFFICE	York round way type	QNFA2680809N01-10	1	
	KITCHEN	York round way type	QNF67217805N01-3	1	
	BOARD ROOM	York round way type	QNF67217805N01-4	1	
				<b>TOTAL:32</b>	<b>TOTAL: 22</b>
GELUKSPAN	ROOM 11	LABCOOL FRIDGE	133246 (TAG)		1
		CARRER CONDITIONER	905KAPB00032/ 62-003449	1	
	ROOM 10	FRIDGE HUSKY	114066		1
		FRIZZER	025581 (TAG)		1
		GMC AIR CONDITIONER	OHA5GJ20069 /62-003450	1	
	ROOM 9	GMC AIR CONDITIONER	OHA5GJ20042 /62-003463	1	
	ROOM 1	CARRIER AIR CONDITIONER	62-003490	1	
	ROOM 2	CARRIER AIR CONDITIONER	62-003483	1	
	ROOM 8	GMC AIR CONDITIONER	OHA5GJ20064/ 62-003481	1	
		KELVINATOR FRIDGE	025560 (TAG)		
	RECEPTION	CARRIER AIR CONDITIONER	62-003486	1	
	PHLEBOTOMY ROOM	GMC AIR CONDITIONER	OJPLTJ60266/ 62-0034369	1	
	KITCHEN	GMC AIR CONDITIONER	OJ25DJ40051/ 62-003488	1	
		HISENCE FRIDGE	62-006726 (TAG)		1
				<b>TOTAL: 9</b>	<b>TOTAL: 4</b>
	<b>AREA WHERE AIRCON OR FRIDGE IS BASED</b>	<b>MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER</b>	<b>SERIAL NUMBER</b>	<b>TOTAL NO OF AIRCONS</b>	<b>TOTAL NO OF FRIDGES / FREEZERS</b>
LEHURUTSE	MAIN LAB	Freezer Upright	N/A		1
	MAIN LAB	Fridge/ Sci Cool Upright Glass D/D	SA114716062		1

	MAIN LAB	Fridge/ MED1080GSD Upright Glass door D/D	MED1080-0120-021		1
	MAIN LAB	Meling combined Refrigerator and Freezer	20053019		1
	TEA ROOM	KIC/ METALLIC FRIDGE / FREEZER 263L	390142002369		1
	ZEERUST HOSP CASUALTY	KIC/ WHITE FRIDGE / FREEZER 239L	KBF525/1WH		1
	MAIN LAB- CHEM	CARRIER/ 36000BTU Mid wall split unit	340B97761110B100170033	1	
	MAIN LAB- HAEM	CARRIER/ 36000 BTU Mid Wall Split unit	340B416351509040170004	1	
	MICROSCOPE ROOM	CARRIER/ BTU 9000 Mid Wall Split unit	340917608019B010170102	1	
	TB ROOM	YORK/ 12000 BTU Mid Wall Split unit	010101029160800401	1	
	RECEPTION	ALLIANCE / 18000 BTU Mid Wall Split unit	2404552317A14015000119	1	
	OFFICE	CARRIER/ 12000 BTU Midwall split unit	3406628030389150170272	1	
	TEA ROOM	ALLIANCE / 18000 BTU Mid Wall Split unit	240455323137A1401500	1	
	STORE ROOM	CARRIER/ 18000 BTU Midwall split unit	340715281078C210170146	1	
				TOTAL: 8	TOTAL: 6
LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
MOSES KOTANE					
	Reception	GMC aircon	VKK012 22BNOP 0H3H5J6 0119	1	
	Haematology	GMC air con	VKK012 22BNP 0H3H5J6 0289	1	
	Chemistry	GMC air con	GMC-30UR4SLKVT	1	
	TB lab ( air con )	GMC air con	VKK018 000UNP OEXEJ2 0068	1	
	Tea room	Fridge Kelvinator	C11525K		1
	Haematology	Husky fridge	SA362341389		1
	Haematology	FRigo glass	SA114734447		1
	Chemistry	KIC	KB6032WH		1
	Chemistry	Frigo glass	SN290795364627		1
	Tea room	Kelvinator Knight	Model R836		1
				TOTAL: 4	TOTAL: 6
LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
THUSONG	Main Lab	LG/ PLASMA	N/A	1	
	Office	LG/ PLASMA	002HALB00376	1	
	Kitchen	LG/ PLASMA	N/A	1	
	Main Lab	LG/PLASMA	N/A	1	
	Kitchen	Dixon	DN2001310581		1
	Main Lab	Huskey	N/A		1
	MAIN Lab	KIC	N/A		1
	TB Lab	Huskey	N/A		1
				TOTAL: 4	TOTAL: 4
LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
Wolmaransstad	Kitchen	DEFY	SN not visible		1

	Haematology	HUSKY HV362	48630SPOS		1
	Receiving	LG GOLD	806TAWM00169	1	
	Chemistry	LG GOLD	706TAPE00264	1	
	Haematology	LG GOLD	706TASW00126	1	
	Tea room	LG GOLD	8067AMA00283	1	
				<b>TOTAL: 4</b>	<b>TOTAL:2</b>
<b>LAB NAME</b>	<b>AREA WHERE AIRCON OR FRIDGE IS BASED</b>	<b>MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER</b>	<b>SERIAL NUMBER</b>	<b>TOTAL NO OF AIRCONS</b>	<b>TOTAL NO OF FRIDGES / FREEZERS</b>
GANYESA	MAIN LABORATORY	Ecoaire		1	
	MAIN LABORATORY	Ecoaire		1	
	MAIN LABORATORY	Fridge/ freezer			1
				<b>TOTAL: 2</b>	<b>TOTAL: 1</b>
<b>LAB NAME</b>	<b>AREA WHERE AIRCON OR FRIDGE IS BASED</b>	<b>MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER</b>	<b>SERIAL NUMBER</b>	<b>TOTAL NO OF AIRCONS</b>	<b>TOTAL NO OF FRIDGES / FREEZERS</b>
RUSTENBURG	LSS	YORK	32170161870900002	1	
	LSS	YORK	321701618170900010	1	
	MAIN LAB	DUNHUM-BUSH	D202215000114519160007	1	
	MAIN LAB	DUNHUM-BUSH	D202215000114519160004	1	
	MICRO LAB	GMC	VKK030017N0P0K2575W0003	1	
	SERO LAB	GMC	VKK030017N0P0K2575W0016	1	
	CORRIDOR	YORK	329101825180600032	1	
	STOREROOM	YORK	321701149180300011	1	
	SEVERROOM	YORK	010101156180400085	1	
	PHLBROOM	YORK	010101156180400067	1	
	RECEPTION	YORK	010101237190600155	1	
	PCR KITCHEN	YORK	010101123180200092	1	
	BOARDROOM	YORK	010101123180200096	1	
	BOARDROOM	YORK	010101123180200134	1	
	PCR STOREROOM	YORK	010101237190600148	1	
	LM OFFICE	YORK	010101237190600128	1	
	KITCHEN	YORK	010101237190600140	1	
	MAIN LAB	ANTECH 3 DOOR Fridge	G2018000104		1
	MAIN LAB	Defy 2 door Fridge/freezer	36-000930(TAG)		1
	MAIN LAB	KIC Fridge	36-001211(TAG)		1
	RECEIVING	Defy Fridge	18321		1
	TB LAB	Husky 2 Door Sliding Fridge	SA363321491		1
	MAIN LAB	Husky 2 Door Sliding Fridge	SA363321478		1
	MICRO LAB	Husky 3 Door Fridge	SA463325397		1
	MAIN LAB	Husky 2 Door Sliding Fridge	SA363321240		1
	RECEIVING	HAIER BIOMEDICAL DEEP FREEZER	22-004658(TAG)		1

	RECEIVING	MEILING BIOLOGY & MEDICAL DEEP FREEZER	22-004631(TAG)		1
				<b>TOTAL: 17</b>	<b>TOTAL: 10</b>
			<b>TOTAL A/C UNITS: 58</b> <b>TOTAL FRIDGES / FREEZERS:</b> <b>44</b>		

**MINOR SERVICE, REPAIRS & MAINTENANCE OF -AIRCONDITIONERS, FRIDGES AND FREEZERS - FREE STATE**

LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
PELONOMI	Pelon Hosp_Chm_Main lab	Husky Fridge	SA362248780		1
	Pelon Hosp_Chm_Main lab	Double Door Glass Fridge 800L	2808182070		1
	Pelon Hosp_Manag /Admin_RM 16	KIC Fridge			1
	Pelon Hosp_Ass Store_Store RM	1 Door Husky Fridge	SA252334170		1
	Pelon Hosp_TB_Rm 7	Husky Fridge	SA252301410		1
	Pelon Hosp_Micro_Rm 7	Husky Fridge	2291752Y7/92		1
	Pelon Hosp_Ass Store_Store RM	2 Door Husky Fridge	SA362248773		1
	Pelon Hosp_Chm_Main lab	ELCOLD-20 CHEST FREEZER 226L	52240660		1
	Pelon Hosp_Ass Store_Store RM	600LT Upright Freezer	MDF-25U600		1
	Micro, 2x Office and Kitchen Central Aircon	DIAKIN Model RY140LUY1	3PN05171-6	1	
	TB Central Aircon	DIAKIN Model RY250KUY1	3PN04795-4D	1	
	Receiving Central aircon	MITSUBISH Model PUH4YKSA	37E00045	1	
	Chemistry Central aircon	MITSUBISH Model PUH-10MYE1 EUS-ZA1	16UH0070	1	
	TB Office Split Unit	LG 5266GHU50	N/A	1	
	BM OFFICE Split Unit	CARRIER INVERTER R410 38QHC018DS	203001940616C28170146	1	
	BM SECRETARY OFFICE Split Unit	DIAKIN Model RXE25BUMA	4902501	1	
	LIASON OFFICER OFFICE Split Unit	YORK DC INVERTER	1010212118020000011	1	
	Server Room Split Unit	ECO-AIR E09HM	2003C01397	1	
	New Haematology Lab Split Unit	CARRIER INVERTER R410 38QHC024DS	3405121710881250170042	1	
	Stores Main area Split Unit	DB aircon DT182H	2311601W00397	1	
	Stores Main area Split Unit	CARRIER INVERTER R410A 38QHC024DS	3.40862E+21	1	
	Phlebotomy Room Split Unit	KELON AS-18HR4FTJUG	70300082	1	
	Office for QA for Free State	KELON AS-09HR4FWGUG	70300215	1	

	Split Unit				
	Phlebotomy Waiting Area Split Unit	Samsung DIGITAL INVERTER	0S2KPAEK600488N	1	
	IT OFFICE Split Unit	DB aircon DT122H	2311503W00268	1	
				<b>TOTAL:16</b>	<b>TOTAL: 8</b>
<b>LAB NAME</b>	<b>AREA WHERE AIRCON OR FRIDGE IS BASED</b>	<b>MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER</b>	<b>SERIAL NUMBER</b>	<b>TOTAL NO OF AIRCONS</b>	<b>TOTAL NO OF FRIDGES / FREEZERS</b>
WELKOM	Admin Office	Samsung(ARV12THGAWKN)	BDAEP9CN900528L	1	
	R.O	Samsung(AC071MNCDKH/EU)	OR11PAGMC00021B	1	
	R.O	Samsung AC071MNCDKH/EU)	OR44PAGMC00021B	1	
	Microbiology	Samsung (AC071MNCDKH/EU)	OR44PAGMC00002J	1	
	Haematology	Samsung (AC071MNCDKH/EU)	OR44PKAC000287L	1	
	Haematology	Samsung (AC071MNCDKH/EU)	OR44PAGMC00024R	1	
	Micro GXP	Samsung In Roof Aircon	DB98-33083B-00	1	
	Lab Managers Office	Samsung In Roof Aircon	DB98-33083B-00	1	
	Kitchen	Samsung In Roof Aircon	DB98-33083B-00	1	
	Server Room	Samsung In Roof Aircon	DB98-33083B-00	1	
	Chemistry	Samsung (OR44PAGMC00020E)	OR44PAGMC00020E	1	
		Husky 2 Door Display Fridge	SA463309108		1
		Husky 2 Door Display Fridge	SA463309112		1
		Husky 2 Door Display Fridge	16C0906		1
		Husky 2 Door Display Fridge	SA463295412		1
		Husky 2 Door Display Fridge	SA463331009		1
		Husky 2 Door Display Fridge	SA463330113		1
		Husky 2 Door Display Fridge	SA463280490		1
		Husky 2 Door Display Fridge	SA463295413		1
		Defy chest Freezer	1816582902		1
		Labocool 2 Door Display Fridge	SA195829400		
				<b>TOTAL: 11</b>	<b>TOTAL: 9</b>
<b>LAB NAME</b>	<b>AREA WHERE AIRCON OR FRIDGE IS BASED</b>	<b>MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER</b>	<b>SERIAL NUMBER</b>	<b>TOTAL NO OF AIRCONS</b>	<b>TOTAL NO OF FRIDGES / FREEZERS</b>
BETHLEHEM	Micro	Templov Upright Freezer	83 316 011 7		1
	Micro	Frigoglass Fridge	SA 657800089		1
	Corridor	Labex Frigoglass Husky	SA 362652923		1
	Chemistry	Labex Frigoglass Husky	SA 362652925		1
	Corridor	Labex Frigoglass Husky	SA 362652926		1

	Manager's Office	LG	609 KAAG 01112	1	
	Oracle Office	LG	610 KANY 00135	1	
	Chem	York	Y5HJZH 024	1	
	Laboratory	Alliance	D202226530814530160003	1	
	Receiving Office	LG	011 HAKA 00881	1	
	Micro	LG	011 HAWS 01105	1	
	TB	Nashua	C10139615011C12130195	1	
				<b>TOTAL: 7</b>	<b>TOTAL: 5</b>
LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
<b>MANAPO</b>					
	Chemistry	Dunham-Bush	D202130380313B04160016	1	
	Haematology	Dunham-Bush	D202050520213326160051	1	
	Microbiology	York	314101923151200008	1	
	Microbiology	York	314101923151200011	1	
	Receiving Office	York	314301028160700005	1	
	Receiving Office	Carrier	Asset No: 108228	1	
	Receiving Office	LG	305TAJD00244	1	
	Rest Room	Carrier	Asset No. 06-008281	1	
	Lab Manager' Office	Unionaire	Asset No. 06-008280	1	
	Haematology	Cold Stream Walk-in Fridge	Asset No.06-008281		1
	Chemistry	KIC Chest Freezer	400601966786		1
	Chemistry	SciCool Double Door Display Fridge	Asset No.06-008275		1
	Microbiology	Cold Stream Walk-in Fridge	Asset No. 06-008257		1
				<b>TOTAL: 9</b>	<b>TOTAL: 4</b>
LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
<b>KROONSTAD</b>		AIRCON (CENTRAL)		1	
	Micro	HUSKY HV362	57642/K10CF		1
	Micro	HUSKY HV211	A211324919		1
	Micro	HUSKY HV362	49855/KBOBF		1
	Micro	Sep Sci Cool	01303202070		1
	Haem	Figorex	D400259390		1
	Chem	HUSKY HV362T	362253284		1
	Chem	Sep Sci Co	010610192071		1
	Chem	Bauer (Fridge)	UF110		1
	MICRO	YORK Y5HJXH012BAM	010101496201200282	1	
	MICRO	YORK Y5HJXH012BAM	010101496201200304	1	
	MICRO	YORK Y5HJXH012BAM	010101496201200281	1	
	CORE LAB	YORK Y5HJXH012BAM	010101496201200280	1	

	CORE LAB	YORK Y5HJXH012BAM	010101496201200300	1	
	CORE LAB	YORK Y5HJXH012BAM	010101496201200301	1	
	RECEIVING	YORK Y5HJXH012BAM	010101496201200302	1	
	RECEIVING	YORK Y5HJXH012BAM	010101496201200303	1	
	RECEIVING	YORK Y5HJXH012BAM	010101496201200282	1	
	KITCHEN	YORK Y5HJXH012BAM	010101496201200305	1	
	ADMIN OFFICE	YORK Y5HJXH012BAM	010101496201200306	1	
	LM OFFICE	YORK Y5HJXH012BAM	010101496201200307	1	
	Total			12	8
LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
SASOLBURG	Receiving	York aircon	010101237190600060	1	
	Chem/Haem	York aircon	010101115171100015	1	
	Chem/Haem	Husky	SA211361127		1
	Chem/Haem	Husky	SA362358946		1
	Parkhome	LG AIRCONS X5	N/A	5	
	Kitchen	Hisense	N/A		1
	Office	Kelvinator	N/A		1
TOTAL				7	4
LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
BOTSHABELO	Lab support	GMC aircon	18UR4SUVVG	1	
	Chemistry Lab	York Air Con	321802277190400000	1	
	Store Room	Carrier Inverter	340486338037C180170079	1	
	Kitchen	Kelvinator Fridge	266794		1
	Parkhome Lab	Husky 2 Door Display Fridge	61756		1
	Chemistry	Labex Refrigerator	RH0641040		1
	Chemistry	Defy Freezer	104547		1
	TB/ Parkhome	York Air Con	010101402201100071	1	



				<b>TOTAL: 4</b>	<b>TOTAL: 4</b>
LAB NAME	AREA WHERE AIRCON OR FRIDGE IS BASED	MAKE / MODEL OF AIRCON/ FRIDGE OR FREEZER	SERIAL NUMBER	TOTAL NO OF AIRCONS	TOTAL NO OF FRIDGES / FREEZERS
NATIONAL STAT LAB	OFFICE	AIRCON : KELON	06080002	1	
	Laboratory	AIRCON:HI SUPER	ASSET NUMBER: 016-000656	1	
	Laboratory	AIRCON: CHIGO	SFFDDDK5HMG013000071	1	
	Laboratory	FRIDGE: Star 2 Door Fridge	SNES1140X15PK2441054		1
	Laboratory	FREEZER: SWISS	340-88887001		1
				<b>TOTAL: 3</b>	<b>TOTAL: 2</b>
			<b>TOTAL A/C UNITS: 39</b> <b>TOTAL FRIDGES / FREEZERS: 86</b>		

No.	Mandatory Requirement	Comply	Not Comply
1	CSD REGISTRATION REPORT (not History or Summary Report, <u>within the RFQ advert period</u> )		
2	B-BBEE Certificate and/or Affidavit		
3	Tax Clearance Certificate and/or TAX Verification PIN		
4	Local Content (If applicable)  5.1 The bidder must complete and submit the SBD6.2 and Annexure C for Local Content  If a bidder fails to meet the minimum stipulated threshold for local production and content will be considered an unacceptable tender.	N/A	N/A
5	Certificate of attendance of compulsory briefing session (if applicable)		
	<b>Mandatory Requirement (Applicable for servicing and repairs of freezers, fridges and air conditioners)</b>		
6	Letter of good standing (if applicable)		
7	Bidder must provide details and registration confirmation with CIDB in terms of the CIDB Act 38 of 2000. (Bidder must provide proof grading level 1ME or greater)		

8	<p>The supplier must provide three contactable reference letters from the clients where servicing and repairs of air conditioners was done.</p> <p><b>NB: Failure to provide three contactable reference letters will disqualify the supplier.</b></p>		
9	<p>The supplier must provide three contactable reference letters from the clients where servicing and repairs of fridges and freezers was done.</p> <p><b>NB: Failure to provide three contactable reference letters will disqualify the supplier.</b></p>		
10	<p>The supplier to provide two refrigeration mechanic trade test certificates of two technicians who will be assigned to this project</p> <p><b>(NB: The supplier who fails to provide two trade test certificate for Refrigeration Mechanic will disqualified).</b></p>		
11.	<p>The bidder must be able to provide service within 12 hours after the call for service has been made at the laboratory.</p> <p><b>NB: The supplier must submit a commitment letter indicating that their company will be able to respond within 12hours after the call has been made to provide the service required.</b></p> <p><b>Failure to provide such commitment letter , the supplier will be disqualified.</b></p>		

## 1. INSTRUCTION TO BIDDERS

### 3.1 Price Declaration Form- FREE STATE

Please indicate your total RFQ price here:  
R\_\_\_\_\_ (compulsory)

#### **Important:**

**It is mandatory to indicate your total RFQ price as requested above. This price must be the same as the total RFQ price you submit in your pricing**

**schedule. Should the total RFQ prices differ, the one indicated above shall be considered the correct price.**

**The following must be noted:**

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

We undertake to hold this offer open for acceptance for a period of **60 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

]

**RFQ Number .....**

**Name of bidder**

.....

**4 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 proposal 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. Costs for evaluation studies in each laboratory will be paid by the supplier Please note: All documentation to substantiate the mandatory requirements has to be supplied

**MANDATORY:**

- **PLEASE QUOTE FOR THE WHOLE REGION.**
- **PROVIDE PRICING REFLECTING PRICING (INCLUSIVE OF ALL EXPENSES) PER EACH LABORATORY.**
- **NHLS RESERVE THE RIGHT TO AWARD RFQ TO MULTIPLE SERVICE PROVIDERS AT ITS OWN DISCRETION.**
- **NHLS HAS THE RIGHT TO SOURCE THREE QUOTATIONS WHEN NOT SATISFIED BY THE QUOTE RECEIVED FROM THE SERVICE PROVIDER.**
- **NHLS HAS THE RIGHT TO REQUEST SERVICE PROVIDER TO SUBMIT THE QUOTE FROM THEIR SUPPLIER OF PARTS FOR PRICE BENCHMARKING.**

## **Annex A: Pricing for FREE STATE AND NOTRH WEST REGION**

---

Supplier must provide the NHLS with costing information for 12 months for servicing of Air-conditioners / Fridges / Freezers twice in 12 months.

The price must *include all expenses for servicing and travel costs.*

Repairs costs to be covered on contingency fees.

**COSTING MODEL FOR REFRIGERATORS / FREEZERS / AIRCONDITIONERS – SERVICING TWICE IN A YEAR FOR FREE STATE AND NORTH WEST**

Cost Centre	Lab/ Office Name	Region	Number of Units		Price		
			Refrigerator / Freezers Unit	Airconditioners per Unit	Refrigerator / Freezers Unit	Airconditioners per Unit	Total
31007	Universitas - National Stat Lab	Universitas	2	3			
32000	Pelonomi	Free State	8	16			
32200	Botshabelo	Free State	4	4			
32400	Welkom	Free State	9	11			
32500	Kroonstad	Free State	8	12			
32600	Sasolburg	Free State	4	7			
32700	Bethlehem	Free State	5	7			
32800	Manapo	Free State	4	9			
	Contingency						R 150 000.00
	<b>Total</b>						
	<b>VAT</b>						
	<b>GRAND TOTAL</b>						

Cost Centre	Lab/ Office Name	Region	Number of Units		Price		
			Refrigerator / Freezers Unit	Airconditioners per Unit	Refrigerator / Freezers Unit	Airconditioners per Unit	Total
51000	Mafikeng/Bophelong	North West	13	13			
51100	Lehurutshe	North West	6	8			
51200	Thusong	North West	4	4			
51300	Gelukspan	North West	4	9			
51510	Tshepong – Laboratory	North West	22	32			
51700	Wolmaransstad	North West	2	4			
51800	Potchefstroom	North West	7	12			
52300	Rustenburg	North West	10	17			
52600	Moses Kotane	North West	4	5			
53000	Brits	North West	3	3			
53700	Ganyesa	North West	1	2			
53800	Taung	North West	5	7			

53900	Joe Morolong Memorial	North West	3	8			
	Contingency						R 150 000.00
	<b>Total</b>						
	<b>VAT</b>						
	<b>Grand Total</b>						



**PROVIDE CALL OUT FEE CHARGES PER LABORATORY FOR ADHOC REPAIRS – FREE STATE**

LAB NAME	REGION	CALL OUT FEE FOR AD HOC REQUESTS
<b>FREE STATE</b>		
Pelonomi	Free State	
Welkom	Free State	
Bethlehem	Free State	
Manapo	Free State	
Sasolburg	Free State	
Kroonstad	Free State	
Botshabelo	Free State	
Regional office	Braamfontein	
National Stats Lab	Universitas – Bloemfontein	

**PROVIDE CALL OUT FEE CHARGES PER LABORATORY FOR ADHOC REPAIRS**

LAB NAME	REGION	CALL OUT FEE FOR AD HOC REQUESTS
<b>NORTH WEST</b>		
Brits	North West	
Mafikeng	North West	
Taung	North West	
Joe Morolong	North West	
Potchefstroom	North West	
Tshepong	North West	
Gelukspan	North West	
Lehurutse	North West	
Moses Kotane	North West	
Thusong	North West	
Wolmaranstad	North West	
Ganyesa	North West	
Rustenburg	North West	



## 5.PREFERENTIAL PROCUREMENT CLAIM FORM SBD 6.1

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

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

**NB: Prior to completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the preferential procurement regulations, 2011.**

#### GENERAL CONDITIONS

The following preference point systems are applicable to all Bids:

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

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

- the 80/20 system for requirements with a Rand value equal to above R30 000 and up to R50 million
- the 90/10 system for requirements with a Rand value above R50 million and above including taxes:

1.3 Preference points for this bid shall be awarded for:

- Price; and
- Specific contract participation goals, as specified in the attached forms.

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

#### 2. Definitions

- 2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4     **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5     **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6     **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7     **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8     **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9     **"EME"** means any enterprise with annual total revenue of R5 million or less;
- 2.10    **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11    **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12    **"non-firm prices"** means all prices other than "firm" prices;
- 2.13    **"person"** includes a juristic person;
- 2.14    **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15    **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16    **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17    **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. **Adjudication using a point system**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest two (2) decimal places.
- 3.4 In the event that two or more Bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respects; the award shall be decided by the drawing of lots.
4. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 4.1 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 4.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
5. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 5.1 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the

value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract

- 5.2 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract

**6 Bid declaration**

- 6.1 Bidders who claim points in respect of B-BBEE status level of contribution must complete the following:

**7 B-BBEE status level of contribution claimed in terms of paragraphs 1.3.1.2 and 5.1**

- 7.1 B-BBEE Status Level of Contribution: \_\_\_\_\_ = \_\_\_\_\_ (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

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

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

8.1.1 If yes, indicate:

8.1.1.1 what percentage of the contract will be subcontracted?  
\_\_\_\_\_ %

8.1.1.2 the name of the sub-contractor?

8.1.1.3 the B-BBEE status level of the subcontractor?

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

**9 Declaration with regard to company/firm**

9.1 Name \_\_\_\_\_ of \_\_\_\_\_ company/firm

9.2 VAT registration number

---

9.3 Company registration number .....

---

9.4 Type of company/ firm  
Partnership/Joint Venture / Consortium  
One-person business/sole propriety  
Close corporation  
Company  
(Pty) Limited  
[Tick applicable box]

9.5 Describe principal business activities

9.6 Company classification  
Manufacturer  
Supplier  
Professional service provider  
Other service providers, e.g. transporter.  
[Tick applicable box]

9.7 Total number of years the company/firm has been in business?  
.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

9.8.1 The information furnished is true and correct;

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

9.8.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

9.8.4.1 disqualify the person from the bidding process;

- 9.8.4.2 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- 9.8.4.3 cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding ten (10) years, after the *audi alteram partem* (hear the other side) rule has been applied; and forward the matter for criminal prosecution.

**Witnesses:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**Signature(s) of bidder(s)**

**DATE:**

**Address:**

\_\_\_\_\_



## **TAX CLEARANCE REQUIREMENTS SBD 2**

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

## 5.DECLARATION OF INTEREST SBD 4

### Declaration of interest

1.1 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.

Full name of bidder or his or her representative:

\_\_\_\_\_  
1.2.2 Identity number:

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

\_\_\_\_\_  
Company registration number

\_\_\_\_\_  
Tax reference number

\_\_\_\_\_  
VAT registration number

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

\_\_\_\_\_  
"State" means:

- any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- any municipality or municipal entity;

- provincial legislature;
- national Assembly or the national Council of provinces; or
- Parliament.

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

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

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

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

- Full name of the bidder or his or her representative:  
.....
- Identity number:  
.....
- Position occupied in the company (director, trustee, shareholder<sup>2</sup>):  
.....
- Company registration number: .....
- Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / 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:  
\_\_\_\_\_  
—

If you are presently employed by the state, did you obtain **YES**  
**/ NO**

the appropriate authority to undertake remunerative  
work outside employment in the public sector?

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

document?

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

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

Did you or your spouse, or any of the company's directors / **YES**  
**/ NO**

trustees / shareholders / members or their spouses conduct  
business with the state in the previous twelve months?

2.8.1 If so, furnish other particulars:  
\_\_\_\_\_  
\_\_\_\_\_

Do you, or any person connected with the bidder, have **YES**  
**/ NO**

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?

2.9.1 If so, furnish other particulars:

---

---

2.10 Are you, or any person connected with the bidder,

**YES/NO**

aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and/or adjudication of this Bid?

2.10.1 If so, furnish other particulars:

---

---

2.11 Do you or any of the directors / trustees / shareholders / members

**YES**

**/NO**

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

2.11.1 If so, furnish other particulars:

---

---

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

<b>Full name</b>	<b>Identity number</b>	<b>Personal tax reference number</b>	<b>State employee number / Persal number</b>

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**

SBD 6.2

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR  
DESIGNATED SECTORS**

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

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

**1. General Conditions**

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

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

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

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

\_\_\_\_\_ %

\_\_\_\_\_ %

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

(***Tick applicable box***)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

#### **LOCAL CONTENT DECLARATION**



**(REFER TO ANNEX B OF SATS 1286:2011)**

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

**IN RESPECT OF BID NO. ....**

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

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
------------------------------	---

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

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

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## ANNEX C

**Note:** VAT to be excluded from all calculations

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

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

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

**Signature of tenderer from Annex B:** \_\_\_\_\_

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

## Declaration of Bidders Past Supply Chain Practices SBD 8

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- This Standard Bidding Document must form part of all Bids invited.
- It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- The Bid of any bidder may be disregarded if that bidder, or any of its directors have:
  - abused the institution's supply chain management system;
  - committed fraud or any other improper conduct in relation to such system; or
  - failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	<b>Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</b> (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the RSA) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of State terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

## CERTIFICATION

I, the undersigned (full name) \_\_\_\_\_  
certify that the information furnished on this declaration form is true and correct.

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

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

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

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

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

Js365bW

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION      SBD 9**

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

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

I, the undersigned, in submitting the accompanying bid:

---

**(Bid number and description)**

in response to the invitation for the bid made by:

---

**(Name of institution)**

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

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of bidder)**

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

- Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- For the purposes of this certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who:
  - 5.1 has been requested to submit a bid in response to this bid invitation;
  - 5.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - 5.3 provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - prices;
  - geographical area where product or service will be rendered (market allocation)
- 5.4 methods, factors or formulas used to calculate prices;
- 5.5 the intention or decision to submit or not to submit, a bid;
- 5.6 the submission of a bid which does not meet the specifications and conditions of the bid; or
- 5.7 bidding with the intention not to win the Bid.
- In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation



and/or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

---

**Signature**

---

**Date**

---

**Position**

---

**Name of bidder**

Js914w 2

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

### **NOTES**

The purpose of this document is to:

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

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

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

### **TABLE OF CLAUSES**

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

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

## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

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.

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

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

## 6 **Patent rights**

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

### **Performance security**

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

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

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

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

## **9 Packing**

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

## **10 Delivery and documents**

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

## **11 Insurance**

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

## **12 Transportation**

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

### 13 **Incidental services**

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

### 14 **Spare parts**

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

### 15 **Warranty**

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



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

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

## **16 Payment**

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

## **17 Prices**

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

## **18 Contract amendments**

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

## **19 Assignment**

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

## **20 Subcontracts**

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

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

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

## 22 **Penalties**

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

## 23 **Termination for default**

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

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

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

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

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

25     ***Force majeure***

- 25.1    Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2    If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26     **Termination for insolvency**

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

27     **Settlement of disputes**

- 27.1    If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2    If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the

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

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

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

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

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

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

## 28 **Limitation of liability**

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

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

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

## 29 **Governing language**

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

## 30 **Applicable law**

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

## 31 **Notices**

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

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

## 32 **Taxes and duties**

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

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

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

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

**RFQ 2001046: MAINTENANCE AND REPAIRS OF AIRCONDITIONERS, FRIDGES & FREEZERS  
FOR FREE STATE AND NORTH WEST REGION FOR A PERIOD OF SIX (12) MONTHS**

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

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

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

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

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

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DE SIGNATION: \_\_\_\_\_