

**REQUEST FOR QUOTATION**

**YOU ARE HEREBY INVITED TO SUBMIT QUOTATIONS TO SOUTH AFRICAN POST OFFICE LIMITED FOR THE SUPPLY AND DELIVERY OF GOODS/SERVICES**

**SECTION 1** Section to be completed by bidder

<b>BIDDER COMPANY NAME</b>	
<b>MAAA NO</b>	
<b>BIDDER CONTACT PERSON</b>	
<b>BIDDER CONTACT DETAILS</b>	<b>E-MAIL:</b>  <b>TEL:</b> <b>CELL :</b>

**SECTION 2** Section to be completed by SCM

<b>RFQ NUMBER:</b>	RFQ: 24/25/113/ Industrial/ Warehouse Roof Specialist professional for Germiston Mail Centre /LN		
<b>OBJECTIVE OF BID:</b>	Is to appoint or secure services of an industrial/ warehouse roof specialist professional to conduct an assessment of the Chromadek roof at South African Post office Germiston Mail Centre		
<b>DESCRIPTION OF SERVICES:</b>	To conduct an assessment of the Chromadek roof at South African Post office Germiston Mail Centre		
<b>ISSUE DATE:</b>	<b>2024/09/06</b>		
<b>COMPULSORY SITE VISIT VENUE/DATE/TIME</b>	South African Post Office Germiston Mail Centre 27 George Street Germiston	<b>2024/09/13</b>	<b>11h00</b>
<b>RFQ CLOSING DATE AND TIME:</b>	<b>2024/09/26</b>		<b>11h00</b>
<b>PROPOSAL TO BE HAND DELIVERED OR EMAILED TO</b>	Cnr James Drive & Moreleta Street Silverton 0184 <a href="mailto:SAPORFQ@postoffice.co.za">SAPORFQ@postoffice.co.za</a>		
<b>RFQ VALIDITY PERIOD:</b>	120 DAYS (from closing date)		
<b>ENQUIRIES: PROCUREMENT SPECIALIST</b>	Lungile Nkomo <a href="tel:0128452553">Tel:012 845 2553</a> Email address: <a href="mailto:Lungile.nkomo@postoffice.co.za">Lungile.nkomo@postoffice.co.za</a>		

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PART A  
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)									
RFQ: 24/25/113/ Industrial/ Warehouse Roof Specialist professional for Germiston Mail Centre /LN		CLOSING DATE:		2024/09/26		CLOSING TIME:		11h00	
BID NUMBER:		DESCRIPTION							
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)OR EMAILED TO									
CORNER MORELETA STREET AND JAMES DRIVE,									
SILVERTON									
PRETORIA									
EMAILED TO;									
✓ <a href="mailto:SAPORFQ@postoffice.co.za">SAPORFQ@postoffice.co.za</a>									
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					TECHNICAL ENQUIRIES MAY BE DIRECTED TO:				
CONTACT PERSON		LUNGILE NKOMO			CONTACT PERSON		LUNGILE NKOMO		
TELEPHONE NUMBER		012 845 2553			TELEPHONE NUMBER		012 845 2553		
FACSIMILE NUMBER		N/A			FACSIMILE NUMBER		N/A		
E-MAIL ADDRESS		Lungile.nkomo@postoffice.co.za			E-MAIL ADDRESS		Lungile.nkomo@postoffice.co.za		
SUPPLIER INFORMATION									
NAME OF BIDDER									
POSTAL ADDRESS									
STREET ADDRESS									
TELEPHONE NUMBER		CODE				NUMBER			
CELLPHONE NUMBER									
FACSIMILE NUMBER		CODE				NUMBER			
E-MAIL ADDRESS									
VAT REGISTRATION NUMBER									
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR		CENTRAL SUPPLIER DATABASE No:		MAAA	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?			<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS									
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						<input type="checkbox"/> YES <input type="checkbox"/> NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.									

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....  
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>1</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

<sup>1</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## A. SCOPE OF SUPPLY AND SPECIFIC INSTRUCTIONS

### 1. DESCRIPTION OF SERVICE

To conduct an assessment of the Chromadek roof at South African Post office Germiston Mail Centre

### 2. POINT OF DELIVERY OF SERVICES

South African Post Office Germiston Mail Centre  
27 George Street  
Germiston

### 3. PRICE BASIS

- 3.1 Bidders shall take into account that the Post Office's total requirements may not be allocated to only one bidder.
- 3.2 Where figures are referred to in numerals and in words and there is a conflict between the two, the words will prevail.
- 3.3 The successful bidder shall commit to the programme of continuous improvement, which will result in cost-efficiencies during the currency of the relationship.

### 4. PAYMENT

The Contract Price is the amount, agreed to by both parties during contract negotiation process, which the Post Office shall pay to the Service Provider for the Services rendered in terms of the Agreement. The Contract Price for the Services provided by the Service Provider to the Post Office shall be inclusive of VAT and payable 30 days upon statement date.

### 5. PROPOSAL DOCUMENTS

- 5.1 Bidders responding to this RFQ are deemed to do so, on the basis that they acknowledge and accept all the Terms and Conditions of this RFQ.
- 5.2 Proposals can be submitted through email or Tender Box. It is the bidder's sole responsibility to ensure that the bid has been received by the Closing Date and Time.
- 5.3 Proposal documents must be completed in ink and any amendments to the proposal documents, whether erasures or by means of correction fluid (e.g. tippex), must be initialled by the bidder.
- 5.4 All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.
- 5.5 Proposals must be compiled in the following manner:
  - 5.5.1 One (1) original proposal (marked 'original') must be submitted in an arch lever file(s).
  - 5.5.2 Loose-leaf (not bound) proposal must be supplied, in the arch lever file(s).
  - 5.5.3 if the proposal is submitted by a consortium / JV/Partnership, each company forming part of the consortium / JV must complete Annexures 'I' and 'J' individually and submit it as part of the proposal; **Bidders who are doing JV must submit consolidated BBBEE Certificate for scoring point.**
- 5.6 Hand delivered proposals must be delivered **sealed**. The following information shall appear on the outside of the sealed proposal:
  - 5.6.1 Name of bidder;
  - 5.6.2 Description of proposal;
  - 5.6.3 RFQ number;

- 5.6.4 Closing date and time;
- 5.6.5 Name of person for whose attention the proposal is intended; and
- 5.6.6 The name and address of the Bidder must be written on the reverse side of the proposal/envelope.

## 6. CONSULTATION PRIOR TO SUBMISSION OF A PROPOSAL

Bidders shall consult, **in writing**, with the undernoted Post Office officials should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this bid. The Post Office undertakes to provide clarification in writing to all Bidders, provided that the request is received prior to the closing date and time for clarifications.

Officials	Location	Contact Details
Lungile Nkomo (Procurement Specialist)	South African Post Office Limited Supply Chain Management Cnr. James Drive and Moreleta Street, Silverton, Pretoria.	(012) 845 2553 Lungile.Nkomo@postoffice.co.za

## 7. CLARIFICATIONS

- 7.1 Bidders are encouraged to submit clarification questions in writing to South African Post Office Officials mentioned above not later than **17 September 2024**. No further questions will be entertained after this period.
- 7.2 The SAPO will respond in writing to queries and distribute to all bidders who attended the briefing session after receipt of questions.
- 7.3 Oral communication or instruction by SAPO or its representative shall have no standing in this RFQ unless and until they have been confirmed in writing.
- 7.4 SAPO accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this RFQ.

## 8. VALIDITY PERIOD OF PROPOSAL

The period during which the Post Office shall have the right to accept a proposal without any right of withdrawal on the part of the bidder shall be **Hundred and Twenty (120)** days from the date on which proposals are due. After such period a bidder may withdraw his proposal if he has not been notified of its acceptance.

Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from the tender process.

With regard to the validity period of next highest ranked bidders, please refer to clause **10.3.11**



## 9. COST OF THE BID

Each Bidder shall bear all of its costs (of whatsoever nature) associated with the preparation or submission of its bid and of negotiating with the SAPO regarding a possible contract agreement and any other costs and expenses incurred by the Bidders in connection with or arising out of the competitive procurement process.

## 10. BIDDING CONDITIONS

- 10.1 The South African Post Office reserves the right to reject and /or disqualify any proposal:
  - 10.1.1 Received without all the data and information requested.
  - 10.1.2 Submitted after the stated submission deadline [closing date]
  - 10.1.3 Which does not conform to instructions and specifications detailed herein;
- 10.2 That fails to comply with the specification.
  - 10.2.1 That contains any information that is found to be incorrect or misleading in anyway.
  - 10.2.2 Such non-compliant bids shall be rejected without further evaluation, provided that SAPO believes, in its own discretion, that the non-compliance is minor then SAPO may continue with the evaluation, or seek clarification thereon or reject the bid.
- 10.3 The South African Post Office reserves the right:
  - 10.3.1 Not to award or cancel this RFQ at any time and shall not be bound to accept the highest scoring or any bid.
  - 10.3.2 To negotiate with one or more Preferred or Reserved Bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder who has not been awarded the status of the Preferred or Reserved Bidder.
  - 10.3.3 To accept part of a bid rather than the whole bid.
  - 10.3.4 To split the award of the bid between two or more Bidders.
  - 10.3.5 To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the Preferred Bidders and Reserved Bidders have been notified of their status as such.
  - 10.3.6 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the Services bidden for, whether before or after adjudication of the bid.
  - 10.3.7 Request audited financial statements or other documentation for the purposes of a due diligence exercise;
  - 10.3.8 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
  - 10.3.9 To award the bid to a Bidder who is not the highest scoring Bidder, provided that an objective criteria was indicated in the evaluation criteria.
  - 10.3.10 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.
  - 10.3.11 To award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do

so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

- 10.4 No attempts may be made, whether directly or indirectly, to canvass any member of SAPO staff before the award of the contract. Any enquiries must be referred, in writing, to the specified person(s).

## **11. JOINT VENTURES, CONSORTIUMS, PARTNERSHIPS AND TRUSTS**

- 11.1 A trust, consortium or joint venture, will qualify for points for their specific goal as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 11.2 A trust, consortium or joint venture will qualify for points for their specific goal as an unincorporated or incorporated 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.
- 11.3 Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. SAPO will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- 11.4 The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

## **12. SAMPLES (If applicable)**

SAPO shall not pay for samples provided and damaged / destroyed samples as a result of destruction testing.

## **13. CONDITIONS OF PURCHASE**

The terms and conditions applicable to any order / contract that may result from this bid will be stated in the main contract between SAPO and appointed service provider.

## **B. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

### **1 DEFINITION**

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Confidentiality Agreement, bear the meanings ascribed to them:

- 1.1 “Bidder” shall mean any person who attends the briefing session and/or any entity which is represented at the briefing session whose details and signature are set out in the attendance register;
- 1.2 “Confidentiality Agreement” shall mean this confidentiality Agreement; and
- 1.3 “Post Office” shall mean the South African Post Office, a public company with limited liability duly incorporated in accordance with company laws of the Republic of South Africa with registration number 1991/005477/06.

### **2 INTRODUCTION**

- 2.1 The Bidder has attended a briefing session which is hosted by the Post Office, at which the Post Office shall provide information to Bidders who wish to enter into discussions with the Post Office concerning a number of issues pertaining to the possible provision of services by the Bidder to the Post Office, which discussions may or may not result in the Post Office and the Bidder entering into an agreement, arrangements, discussions or alliances.
- 2.2 During the briefing session and in negotiating the business relations, the Post Office shall disclose confidential information relating to its business to the Bidder.
- 2.3 The Bidder agrees to be bound by the terms and to be subject to the conditions of this Confidentiality Agreement.

### **3 CONFIDENTIAL INFORMATION**

Confidential Information in respect of this Confidentiality Agreement shall include, but not be limited to, all oral, written, printed, photographic and recorded information of all types that is:

- 3.1 Confidential or secret information relating to the commercial and financial activities of the Post Office, which would include legal, financial, contractual or commercial arrangements between the Post Office group of companies, customers and/or third parties;
- 3.2 Confidential information and details concerning current or prospective customers, suppliers, commercial associates and other parties with whom the Post Office enjoys a commercial relationship;
- 3.3 Proposed, impending or actual commercial transactions, arrangements, ventures, agreements or opportunities which are of a confidential or secret nature;
- 3.4 Trade secrets, operating procedures, quality control procedures, approximate operation personnel requirements, descriptions, trade names, trademarks, know how, techniques, technology, copyright, and all goodwill relating to the business and any other existing intellectual property rights or any intellectual property created as a result of the provision of services;
- 3.5 Confidential or privileged information concerning disputes, claims, litigation or similar actions in which any party is or may become involved; and
- 3.6 Any other information surrounding the nature of the discussions giving rise to this Confidentiality Agreement.

### **4 EXCLUDED INFORMATION**

There will be no obligation of confidentiality or restriction on the use of information where:

- 4.1 The information is publicly available, or becomes publicly available otherwise than by action of the Bidder;  
or
- 4.2 The information was already known to the Bidder (as evidenced by its written records) prior to its receipt under this or any previous confidentiality agreement between the parties or their affiliates; or
- 4.3 The information was received from another party not in breach of an obligation of confidentiality.

## **5 NON-DISCLOSURE**

- 5.1 The Bidder acknowledges that the Confidential Information is a valuable and unique asset proprietary to the Post Office.
- 5.2 The Bidder agrees that it shall not disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Post Office.
- 5.3 The Bidder may disclose the Confidential Information only to its directors and other officers, employees and professional advisors agents and consultants only on a strictly need-to-know basis and on the terms and conditions provided for in this Confidentiality Agreement.
- 5.4 The Bidder undertakes not to use the Confidential Information for any purpose other than:
  - 5.4.1 That for which it is disclosed; and
  - 5.4.2 in accordance with the provisions of this Confidentiality Agreement.
- 5.5 The Bidder undertakes to ensure that their employees will observe and comply with their obligations in respect thereof, whether or not they remain employees of the Bidder.
- 5.6 The Bidder agrees that it shall only, where necessary, disclose the Confidential Information to its professional advisers, agents and consultants, provided that such professional advisers, agents and consultants sign a similar undertaking and that they are aware of the confidential nature of the information being made available to them.
- 5.7 The Bidder shall takes all steps necessary to procure that such professional advisers, agents and consultants agree to abide by the terms of this Confidentiality Agreement to prevent the unauthorized disclosure of the Confidential Information to third parties.

## **6 OWNERSHIP**

- 6.1 All Confidential Information disclosed by the Post Office to the Bidder is acknowledged by the Bidder to be proprietary to the Post Office who shall retain all right, title and interest in and to that information.
- 6.2 The possession of the Confidential Information by the Bidder does not to confer any rights of whatever nature in such Confidential Information to the Bidder.
- 6.3 No provision in this Confidentiality Agreement shall be interpreted to confer any right of license under any trademark, patent or copyright, or any applications for such a trademark, patent or copyright which may be pending now or in the future to the Bidder.

## **7 STANDARD OF CARE**

The Bidder agrees that it shall protect the Confidential Information disclosed pursuant to the provisions of this Confidentiality Agreement using the same standard of care that it applies to its own proprietary, secret or confidential information, but in any event not less than a reasonable standard of care, and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorized disclosure thereof.

## **8 RETURN OF CONFIDENTIAL INFORMATION**

- 8.1 The Post Office may at any time request the return of the Confidential Information disclosed to the Bidder. Upon the return of the Confidential Information, the Bidder shall submit a written statement to the Post Of-

fice confirming that the Bidder has not retained in its possession or under its control, either directly or indirectly, any Confidential Information.

8.2 Alternatively to the return of the material contemplated in clause 8.1 above, the Bidder shall, at the request of the Post Office, destroy the Confidential Information and furnish the Post Office with a written statement to the effect that all Confidential Information in the possession or under the control of the Bidder has been destroyed.

8.3 The Bidder shall comply with the request in terms of this clause 8 within forty-eight hours of receipt of such a request.

## **9 BREACH**

9.1 Any breach of any obligation or undertaking by the Bidder will constitute a material breach of this Confidentiality Agreement.

9.2 The Bidder shall be liable to pay the Post Office all costs incurred in the protection of its interests in terms of this Confidentiality Agreement on an attorney and own client scale.

9.3 The Bidder acknowledges that the Post Office shall be entitled to apply to court for an interdict or other appropriate relief against the Bidder, should the Post Office have any reasonable basis to believe that the Bidder is or may be in breach of this Confidentiality Agreement and thus endangering the proprietary interests of the Post Office.

## **10 DURATION**

The obligations undertaken by the Bidder in terms of this Confidentiality Agreement shall endure notwithstanding the termination of this Confidentiality Agreement or notwithstanding that either party decides at any time, whether before or after the commencement of this Confidentiality Agreement, not to pursue the discussions to enter into a business relationship or that the relationship between the parties pursuant to those discussions is terminated for any reason whatsoever

## **11 GENERAL**

11.1 This Confidentiality Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

11.2 No addition to, variation of, or agreed cancellation of this Confidentiality Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

11.3 No relaxation or indulgence which the Post Office may grant to the Bidder shall constitute a waiver of the rights of the Post Office and shall not preclude the Post Office from exercising any rights which may have arisen in the past or which might arise in future.

11.4 The Bidder agrees and confirm by their signature to the RFQ Documents that any present and/or previous discussions or correspondence shall, for purposes of this Confidentiality Agreement, be considered to be Confidential Information.

11.5 An approval or consent given by a party under this Confidentiality Agreement shall only be valid if in writing and shall not relieve the other party from responsibility for complying with the requirements of this Confidentiality Agreement nor shall it be construed as a waiver of any rights under this Confidentiality Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Confidentiality Agreement.

**SIGNATURE** .....

**NAME OF DELEGATED SIGNATORY** .....

**(PRINT)** in his capacity of

**DESIGNATION OF SIGNATORY** .....

**(PRINT)** who warrants his authority to sign on behalf of

**NAME OF BIDDER (COMPANY)** .....

**DATE** .....

### C. CERTIFICATE OF ACQUAINTANCE WITH BID DOCUMENTS

I/We ..... of ..... do hereby certify (Name of Company) that I/we acquainted myself/ourselves with the contents of all the documents listed in the Schedule of Bid Documents, as laid down by The South African Post Office for carrying out of the proposed works.

SIGNED AT ..... on this ..... day of ..... 20.....

**SIGNATURE** : .....

**NAME OF DELEGATED SIGNATORY** : .....  
**(PRINT)** in his capacity of

**DESIGNATION OF SIGNATORY** : .....  
**(PRINT)** who warrants his authority to sign on behalf of the bidding company

## **D. SPECIFICATION**

### **1. PREAMBLE**

Germiston Mail Centre is South African Post Office Gauteng sorting centre situated at 27 George Street Germiston.

The roof require a comprehensive assessment to determine remedial action because of numerous roof leaks, and any other finding as may be identified & determined during the assessment.

### **2. OBJECTIVE**

The objective is to secure services of an industrial/ warehouse roof specialist professional to conduct an assessment of the Chromadek roof and associated elements that may be affected and require attention with technical experience and skilled resources.

To provide a weather (waterproof, hail & wind protection), structurally stable, thermally insulated, fire compliant and durable roof, assessment recommendation and implementation as per the scope of works detailed below.

### **3. SPECIAL CONDITIONS**

Project implementation shall be in two phases as outline in the 'Scope of Work' under section 5 and as per below breakdown;

**3.1** Phase 1 will be stage 1 to 4 and

**3.2** Phase 2 will be stage 5.

Phase 2 subject to the Post Office procurement processes in sourcing of a contractor. The contractor must be CIDB registered for the category and level of work as specified by the professional.

### **4. LEGISLATIVE AND TECHNICAL REQUIREMENTS**

- 4.1** The service provider must be a registered ECSA structural professional with roof assessment technical expertise and project close-out experience.
- 4.2** The professional will be responsible for sign-off of the project phase two completion and facilitated statutory approvals if any.
- 4.3** The service provider must comply with the occupational Health and Safety Act 1993 (Act No 85 of 1993), provide a risk safety plan & file for working on heights.
- 4.4** The assessment team must be in appropriate working on height PPE while conducting the assessment. PPE must be listed in the safety file risk assessment methodology statement & to include but not limited to: Four Point chin strap hard hat, Harness, High visibility jacket, safety shoes & clothing.
- 4.5** The contractor to execute recommended repairs/ upgrades/ renovations must be CIDB registered at a level determined by the assessment budget. Appointment of the contractor subject to the Post Office procurement procedures & processes.
- 4.6** **Letter of Good Standing registration number (COIDA) Act, No 130 of 1993**

SAPO requires this as a proof that the bidder has registered for compensation for occupational injuries and diseases which may be sustained, to ensure that the medical expenses incurred will be covered.

### **5. SCOPE OF WORKS**

The following details two phases and stages 1 to 5 outline the scope of works required for the roof assessment



## 5.1 PHASE 1

### 5.1.1 P&Gs and Sundry: Stage 1

The service provider is to allow for site establishment, OHSA file including risk assessment methodology for working on height during the assessment, mobile scaffolding & cherry picker mobility and all sundry equipment/ tools required to conduct the assessment.

### 5.1.2 Inception and Assessment: Stage 2

Comprehensive and measurable Inspection (Not visual only) and assess the roof sheeting condition including all associated elements that may affect the durability of the roof i.e. box gutters, downpipes, structure, overhangs, mounted building elements, etc.

### 5.1.3 Concept and viability: Stage 3

Prepare, submit a finalised project concept and viability to implementation in accordance with the on-site brief, inspection assessment and as per this scope of work.

### 5.1.4 Technical Documentation: Stage 4

Prepare and submit Technical assessment report with recommended remedial action, specifications, Itemized & quantified bills of quantities, itemized & quantified cost estimates including Project implementation methodology & sundry.

## 5.2 PHASE 2

### 5.2.1 Procurement, Construction Management and Close Out: Stage 5

Provide Phase 2 detailed professional consulting cost structure for project implementation, management, close out and sign-off.

The professional fee for stage 5 must be valid for a period of twelve (12) months after the completion and acceptance of the assessment by the Post Office, negotiable fee escalation adjustable in accordance with applicable gazetted rates at the time.

## 6. BUILDING INFORMATION

<b>Province &amp; Location</b>	Gauteng – Johannesburg South
<b>SAPO Region</b>	Gauteng – City of Ekurhuleni
<b>Building Type &amp; Address</b>	<b>Building Type:</b> Mail Centre/ Industrial Warehouse <b>Address:</b> 27 George Street Germiston.
<b>Roof Information</b>	<b>Roof Type &amp; Size:</b> Chromadek, IBR roof sheeting, approx. 7,500m <sup>2</sup> for Industrial application.

The service provider to provide access to external roof surface, safe access to sheeting, box gutters, downpipes, etc.

The service provider to provide access to internal (Inside building) roof elements & façade by means of a cherry picker and mobile scaffolding as determined at site inspection.

**\*Pricing for all of the above must be allowed for on the pricing schedule under the P&G's & Sundry.**

## **E. EVALUATION CRITERIA**

The bid will be evaluated as follows:

- **Phase 0:** Compulsory Site Visit
- **Phase 1:** Gatekeeping Criteria.
- **Phase 2:** Bid Conditions.
- **Phase 3:** Commercial - Price (80) and Specific Goal (20).

### **1.1 Phase 1: Gatekeeping Criteria**

The bidder is required to comply with the gatekeeping criteria to be eligible for further evaluation. **Failure to comply with the gate-keeping criteria will result in the disqualification of the bid.**

#### **1.1.1 Pricing schedule**

Bidders should submit the pricing

#### **1.1.2 Engineering council of South Africa (ECSA) Certificate**

Bidders are required to provide the ECSA certificate for their engineers that are in good standing and must valid at the date of bid closing. SAPO reserves the right to confirm with ECSA registered member portal for membership validity and number.

### **1.2 Phase 2: Bid Conditions**

The bidders must provide the following documentation with their bid proposals.

Should the bidder fail to submit at the time of closing of the bid, bidder/s will be requested to submit the outstanding bid condition/s document(s) within two (2) working days excluding statutory requirements that being tax compliance Seven (7) working days for tax compliance shall apply from the date the request was sent by SAPO. Failure to comply will result in the disqualification of their bid.

#### **1.2.1 Reference Letters/Completion Certificates (Company Experience)**

The bidder must have successfully executed at least one year traffic engineering services experience at other companies

- Bidders are required to submit a minimum of one (1) signed client reference letters from different clients on their client's letterhead or one (1) completion certificates from different clients confirming the experience in roof engineering services for a minimum period of twelve (12) months within the past five (5) years of bid closing date. The letter must indicate the start and end date of the experience.

#### **1.2.2 Compensation for Occupational Injuries and Diseases (COIDA)**

The bidder must submit a Letter of Good Standing with the Compensation for Occupational Injuries and Diseases (Act. No 130 of 1993 and Act. No 61 of 1997)

#### **1.2.3 Specific Goals (The Preferential Point System)**

The specific goal that this project seeks is to appoint a service provider/s that are as follows;

- At least 51% Black owned or more.
- At least 51% Youth owned.
- At least  $\geq$  51% Women owned.
- At least  $\geq$  1% owned by disabled individual(s)

The following will **be used to assess the specific goal**;

- A SANAS accredited BEE Certificate OR
- Signed Sworn Affidavit attested by a Commissioner of Oaths(EMEs and QSEs) **OR**
- CIPC/DTI BBBEE Certificate (EMEs and QSEs)

The Preferential Point System that will be used are **20/80** (20 Preferential Point and 80 Pricing).

**Note:** Tenderers who do not submit specific goal requirement will not be disqualified from the bid process, but they will score zero (0) points out of 20 for the specific goal.

#### 1.2.4 Central Supplier Database

Bidders must be registered on the National Treasury Central Supplier Database (CSD). If the bidders are not registered the bidder can register online at the following website [www.csd.gov.za](http://www.csd.gov.za) to upload mandatory information as required.

#### 1.2.5 Tax compliance requirements

SAPO will not do business with a supplier who is not tax compliant.

- A CSD MAAA number provided by the bidder on the SBD1 form, will enable SAPO to verify a bidder's tax compliance status.

#### 1.2.6 SBD Forms

- Bidders must complete and submit SBD1
- Bidders must complete and submit SBD4

**Note:** SAPO shall disqualify bidders that are in the National Treasury list of restricted suppliers.

### 1.3 Phase 3: Commercial Evaluation

The bid will be evaluated on 80/20 - Price (80) and Specific Goals (20)

Specific Goal	Points	Required Documents to be submitted for evaluation
Bidding Company is 51% Black owned or more.	10	BEE Certificate - <b>SANAS accredited OR</b> Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs). <b>OR</b> a CIPC/DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥ 51% Youth owned	5	CSD Report* (at least ≥ 51% of the company owners should be youth owned)
Bidding Company is ≥ 51% women owned.	3	CSD Report*(at least ≥ 51% of the company owners should be women owned)
Bidding Company is ≥1% owned by disabled person	2	CSD Report*(at least ≥ 1% of the company owners should be owned by disabled person)

Provision of a CSD MAAA number will enable SAPO check the aforementioned requirement

## F. PRICING SCHEDULE

NAME OF BIDDER / SUPPLIER.....

**Bidders shall:**

- a) Bidders shall quote rates that **include** the cost of all labour, equipment, materials and consumables required to execute the service.
- b) Bidders shall quote rates that **include** value added tax;

ITEM	DESCRIPTION	UOM	QTY	RATE	TOTAL
<b>1</b>	<b>PHASE 1</b>				
1.1	<b>P&amp;Gs and Sundry: Stage 1</b> The service provider is to allow for site Establishment, OHSA file including risk assessment methodology for working on height during the assessment, mobile scaffolding & cherry picker mobility and all sundry equipment/ tools required to conduct the assessment.	Sum	1	R	R
1.2	<b>Inception and Assessment: Stage 2</b> Comprehensive and measurable Inspection (Not visual only) and assess the roof sheeting condition including all associated elements that may affect the durability of the roof i.e. box gutters, downpipes, structure, overhangs, mounted building elements, etc.	Sum	1	R	R
1.3	<b>Concept and viability: Stage 3</b> Prepare, submit a finalised project concept and viability to implementation in accordance with the On-site brief, inspection assessment and as per this scope of work.	Sum	1	R	R
1.4	<b>Technical Documentation: Stage 4</b> Prepare and submit Technical assessment report with recommended remedial action, specifications, Itemized & quantified bills of quantities, itemized & quantified cost estimates including Project implementation methodology & sundry	Sum	1	R	R

<b>2</b>	<b>PHASE 2</b>				
2.1	<b>Procurement, Construction Management and Close Out: Stage 5</b> Provide Phase 2 detailed professional consulting cost structure for project implementation, management, close out and sign-off The professional fee for stage 5 must be valid for a period of twelve (12) months after the completion and acceptance of the assessment by the Post Office, negotiable fee escalation adjustable in accordance with applicable gazetted rates at the time.	Sum	1		
1.2	Total Cost Before V.A.T				R
1.3	Value Added Tax (V.A.T) @ 15%				R
1.4	<b>Total Project Cost(INCL VAT)</b>				<b>R</b>

The bidder warrants that the pricing quoted above is free of any errors and omissions and that he/she is able to deliver the service on the price quoted.

**SIGNATURE** : .....

**NAME OF DELEGATED SIGNATORY** : .....

**(PRINT)** in his capacity of

**DESIGNATION OF SIGNATORY** : .....

**(PRINT)** who warrants his authority to sign on behalf of

**NAME OF BIDDER (COMPANY)** : .....

## G. RETURNABLE DOCUMENT(S)

Returnable Documents means all the documents, and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids

### 1. Administrative Documents

Respondents are required to submit with their bid submissions the following Administrative Documents, and also confirm submission of these documents by so indicating [Yes or No] in the tables below:

Administrative Returnable Documents	Submitted [Yes or No]
Completed SBD 1	
Completed SBD 4	
Completed Confidentiality and Non-Disclosure	
Completed Certificate of Acquaintance with bid Requirements	
Latest CSD Report	

### 2. Evaluation Documents:

#### 2.1 Gatekeeping Documents

The bidder is required to comply with the gatekeeping criteria to be eligible for further evaluation. **Failure to comply with the gate-keeping criteria will result in the disqualification of the bid.**

Gatekeeping Returnable Documents	Submitted [Yes or No]
Pricing Schedule	
Engineering council of South Africa (ECSA) Certificate	

#### 2.2 Bid Condition Documents

Should the bidder fail to submit at the time of closing of the bid, bidder/s will be requested to submit the outstanding bid condition/s document(s) within two (2) working days excluding statutory requirements that being tax compliance.

Seven (7) working days for tax compliance shall apply from the date the request was sent by SAPO. Failure to comply will result in the disqualification of their bid.

Bid Conditions Returnable Documents	Submitted [Yes or No]
Reference Letters/Completion Certificates (Company Experience)	
Compensation for Occupational Injuries and Diseases (COIDA)	

### 2.3 Specific Goals

Tenderers who do not submit specific goal requirement will not be disqualified from the bid process, but they will score zero (0) points out of 20 for the specific goal.

Required Documents to be submitted for evaluation	Submitted [Yes or No]
BEE Certificate - <b>SANAS accredited OR</b> Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs) <b>OR</b> a CIPC/DTI BBBEE Certificate (EMEs and QSEs).	
Joint Venture (i.e. incorporate/unincorporated a consolidated BEE certificate must be submitted to earn the relevant points.	

## **GENERAL CONDITIONS OF CONTRACT**

### **TABLE OF CLAUSES**

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## **General Conditions of Contract**

### **1. Definitions**

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

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

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

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

**2. Application** 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding

immovable property, unless otherwise indicated in the bidding documents.

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

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

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

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

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

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

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

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

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

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

**7. Performance** 7.1 Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

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

**8. Inspections, tests and analyses** 8.1 All pre-bidding testing will be for the account of the bidder.

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

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

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

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

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

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

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

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

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

**10. Delivery** 10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents** 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** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the

date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

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

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

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

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

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

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

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

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

**21. Delays in the** 21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and



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

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

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

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.



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

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

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

**24. Anti-dumping** 24.1 When, after the date of bid, provisional payments are required, or antiand countervailing dumping or countervailing duties are imposed, or the amount of a

**duties and rights** 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 25.1** Notwithstanding the provisions of GCC Clauses 22 and 23, the **Majeure** 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 26.1** The purchaser may at any time terminate the contract by giving written **for insolvency** 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 27.1** If any dispute or difference of any kind whatsoever arises between the **Disputes** purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of 28.1** Except in cases of criminal negligence or willful misconduct, and in **liability** the case of infringement pursuant to Clause 6;

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

- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.