

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NHC/05/09/2023	CLOSING DATE:	2023-10-12	CLOSING TIME:	11:00am
DESCRIPTION	OFFICE ACCOMMODATION FOR A PERIOD OF FIVE (5) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
NATIONAL HERITAGE COUNCIL					
1 ST FLOOR, 353 FESTIVAL STREET					
HATFIELD					
PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Corné van Huyssteen		CONTACT PERSON	Mr. Tshepo Moeng	
TELEPHONE NUMBER	012 748-3949		TELEPHONE NUMBER	012 748-3949	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	c.vanhuysssteen@nhc.org.za or procurement@nhc.org.za		E-MAIL ADDRESS	t.moeng@nhc.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE 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

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
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. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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. INTRODUCTION

The National Heritage Council (NHC) is a Schedule 3A public entity and a juristic person that came into existence through an amendment of the Cultural Laws Second Amendment Act 2001 (Act 69 of 2001), and was officially constituted through the National Heritage Council Act of 1999 (Act 11 of 1999) and employing about forty-seven (47) staff compliment with the potential to grow to sixty (60). NHC is under the Department of Sport, Arts and Culture (DSAC).

The NHC is responsible for the preservation of the country's heritage. The important areas that the NHC focuses on are policy development for the sector to meet its transformation goals, public awareness and education, knowledge production in heritage subjects that were previously neglected, as well as making funding available to projects that place heritage as a socio-economic resource.

The NHC requires the services of a qualified experienced and accredited service provider for the rental of office accommodation for a period of five (5) years.

1. TENDER SUBMISSION

Completed and sealed tender submissions reflecting **"NHC/05/09/2023 and the name of the bidder"** must be deposited into the Tender Box located at the **NHC Offices** situated on the **1st floor Reception at 353 Festival Street, Hatfield, Pretoria, 0028**, for the attention of **"The Supply Chain Manager"**, by no later than **11:00 am on 12 October 2023**.

This is a two-stage bidding process. The "two envelope system" will be used for this tender. One envelope shall be clearly marked "Functionality Proposal" and the other will be clearly marked "Financial Proposal". The name of the bidder and the tender number shall reflect on the sealed envelopes.

Bidders are required to submit two (2) complete documents into the tender box (**One original functionality proposal and one original financial proposal**) and **three (3) copies of the Functionality and three (3) copies of the Financial proposal**.

A USB of the complete Functionality and a USB of the complete Financial proposals shall also be submitted. The USB must contain an exact replica of the documentation submitted.

Bidders are required to securely bind the tender proposals together before being placed into each envelope. The NHC shall not be responsible for any lost documents as a result of documents not securely bounded together.

Enquiries may be directed via email, to: c.vanhuysssteen@nhc.org.za and procurement@nhc.org.za with the heading **"Bid No NHC/05/09/2023 Office Accommodation for NHC"** in the subject not later than **12 October 2023**. Failure to comply, may result in no response to bid enquiries.

2. LATE SUBMISSION

Tender documents submitted after the closing time and date, will not be considered. **No submissions sent by email or facsimile will be accepted.** Bid proposals must reach the NHC by no later than:

Closing date: 12 October 2023
Closing time: 11:00am

Late bid proposals will not be accepted.

3. COMPULSORY REQUIREMENTS

Bid proposals that does not comply with the following compulsory requirements, placed in the **“Functionality Proposal”** envelope, will be regarded as a non-responsive Bid proposal:

- 4.1. Valid current Tax compliance status pin code for verification of tax compliance status with SARS;
- 4.2. Only suppliers registered on the Central Supplier Database (CSD) will be considered. Suppliers must include with their quotation/proposal their Master Registration number as proof of registration on CSD.
- 4.3. Completed and signed Standard Bidding Documents (SBD) forms included with the bid document.
- 4.4. Supporting documentation for technical responses.
- 4.5. Proof of registration with professional bodies such as the South African Property Owners Association must be included.

4. LEGISLATIVE FRAMEWORK OF THE BID

The following legislation, but not limited to, the following must be adhered to:

- 5.1. The Constitution of the Republic of South Africa;
- 5.2. Public Finance Management Act, 1999 (Act no 1 of 1999) as amended by Act 29 of 1999 (PFMA);
- 5.3. The Treasury Regulations (TR) issued in terms of the PFMA;
- 5.4. Compliance with the National Building Regulations.
- 5.5. Compliance with the South African National Standards (SANS) where applicable.
- 5.6. Compliance with the Occupational Health and Safety Act, 1993

5. COMPLIANCE WITH GENERAL CONDITIONS OF CONTRACT

No alteration, variation or amendment of the Contract (of which this bid represents the offer) shall be permitted unless otherwise agreed to in writing. Should the prospective bidder, in the case of non-compliance, wish to make any amendments to the conditions stipulated by the NHC in this bid, which shall form the offer element of a Contract and if it is accepted by the NHC, then such proposed amendments shall be clearly stipulated by the prospective bidder and where possible, stating the increase or decrease in the cost (included in "Financial proposal" involved by such proposals. The NHC reserves the right to reject such submissions.

Misrepresentation of facts will result in disqualification and cancellation of the Contract.

6. NATIONAL HERITAGE COUNCIL LIABILITY

The NHC does not bind itself to accept the lowest or any bid proposal, nor to assign any reason for the rejection of a bid proposal, nor shall it be responsible for or pay expenses or losses that may be incurred by the prospective bidder in the preparation and delivery of its submission.

7. SUBMISSION ACCEPTANCE

No submission shall be deemed to have been accepted, unless and until a formal appointment letter is issued to the successful bidder. Submissions shall remain open for acceptance by the NHC for a period of 90 (ninety) days from the date on which they are returnable in terms of this bid.

8. PRICES

(To be included in the "Financial Proposal" envelope.

Bidders shall indicate the basis on which the services will be charged. In this regard the following information shall be provided:

- 8.1. The bidder shall reflect service discounts that they will offer throughout the contract duration.
- 8.2. Bidders submissions must reflect the detailed breakdown of the bid price as per the pricing guide provided in the bid document.
- 8.3. Prices must include VAT, if it is applicable and all other costs related to the execution of the required services.
- 8.4. The Bidder agrees not to change the price with VAT or any other TAX subsequent to submitting the tender. This includes subsequent VAT registration.
- 8.5. All prices quoted are to be in South African Rand (ZAR) and inclusive of Value Added Tax (VAT).

- 8.6. This is a fixed price tender. No change in the prices submitted shall be considered after the closing date of the bid or after receipt of the response to the bid submission within the validity period of the bid.
- 8.7. Bidders shall ensure that the bid price is valid for the duration of the project.
- 8.8. The Bidders shall include with the “Financial Proposal” an implementation plan linked to the pricing as per the pricing guide. No services may be rendered without the acceptance of the implementation plan in order for a NHC purchase order to be issued. No services may be rendered without a purchase order.

9. TERMS OF ENGAGEMENT

- 9.1. The successful bidder shall not take more than one (1) month from date of bid award unless otherwise indicated and agreed between the bidder and the NHC.
- 9.2. The bidder shall be available for consultation with the NHC representative.
- 9.3. The Bidder shall manage confidential all data, information and insights gained in execution of work for the NHC.
- 9.4. NHC retains the right to negotiate with the successful bidder for partial execution of the proposal.
- 9.5. NHC retains the right to enter into a non-exclusive agreement with bidders that do not restrict the procurement of goods and services from other service providers.
- 9.6. NHC retains the right to require the bidder to obtain permission in writing from the NHC prior to replacement of individuals proposed for execution of the bid.

10. CONTENTS OF THE SUBMISSION

- 10.1. Proposals shall include all relevant information about the bidder, which is thought appropriate to assist the NHC to assess its capabilities, capacity, outputs, value adding abilities, competitive advantage, etc.
- 10.2. The proposals presented are to be comprehensive and should describe the methodology to be followed in doing the following:
 - 11.3.1 The breakdown of the complete terms of reference with associated cost. (Cost included as part of the “Financial proposal” envelope.
 - 11.3.2 All Standard Bidding Documents (SBD) must be completed and signed.
- 10.3. The proposals presented are to be as comprehensive as possible and NHC reserves the right to request the Bidder to provide more details.
- 10.4. Bidders shall adhere to the conditions stipulated in the General Conditions of Contract as prescribed by the National Treasury.

10.5. Bidders must ensure that the complete bid document is submitted with all additional required information and any other documents that the bidder wishes to supply to substantiate or clarify specific aspects in the proposal.

10.6. **Failure to submit all the signed and completed Standard Bidding Documents and / or any required documentation will result in disqualification.**

11. APPROACH AND METHODOLOGY

Bidders should propose a comprehensive approach and methodology regarding the required Office Accommodation. **Bidders should also indicate proactive goodwill services expected to be provided to the NHC.**

12. TRACK RECORD

Bidders shall provide a list of companies for which rental of Office Accommodation of commercial office space have been rendered / provided for.

13. AMPLIFICATION OF SUBMISSIONS

The NHC may, after the opening of submissions, call on the prospective bidder to amplify in writing any matter which is not clear in the prospective bidder's submission and such amplification shall form part of the original submission. In the event of the prospective bidder failing to supply such information, the submission will be liable to rejection.

14. COST OF PROPOSAL

Bidders shall bear the cost associated with the preparation and submission of their proposals, the NHC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bid.

15. BID DOCUMENTS

This document in its entirety serves as the complete bid document. Proposals offering only part of the requirements will be rejected. The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this document. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of their proposal.

16. DOCUMENTS COMPRISING THE PROPOSAL

In preparing the technical and price components of the submissions, all references to descriptive material and brochures should be included in the appropriate response paragraph, although material documents themselves may be provided as annexes to the proposal / response. Bidders are requested to focus on the provision of relevant information and to limit the amount of marketing and "boilerplate" material. The successful bidder's proposal may be incorporated in whole or in part in the final contract. Any information that the Bidder considers propriety should be marked as such.

17. INFORMATION

Information that the bidder considers propriety, if any, should be clearly marked “propriety” next to the relevant part of the text and it will be treated as such accordingly.

18. PERIOD OF VALIDITY

Proposals shall remain valid for ninety (90) days after the date of proposal submission. A proposal valid for a shorter period may be rejected by the NHC on the grounds that it is non-responsive.

In exceptional circumstances, the NHC may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

19. FORMAT AND SIGNING OF PROPOSALS

The Bidder shall prepare four (4) copies of the proposal, clearly marking one “Original Proposal” and three “Copies of Proposal” as appropriate, following the two-envelope system as indicated above. The four proposals (each for the Functionality and Financial Proposals) shall be signed by the bidder or a person duly authorized to bind the bidder to the contract.

20. INTERLINEATIONS

A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the proposal.

21. PAYMENTS

The successful bidder shall be paid upon submission of an invoice for each transaction of satisfactory work detailed in the scope.

22. DUE DILIGENCE EXERCISE

The NHC reserves the right to perform due diligence exercise for the purpose of appointing a credible bidder.

23. CANCELLATION OF THE BID

The NHC reserves the right to cancel the bid at any time of the process should be recommended bidders fail to meet the requirements of the bid.

24. SITE INSPECTION

The NHC reserves the right to conduct a site inspection to the premises of the recommended bidder and/or the recommended bidder’s clients at any given time.

25. SUB-CONTRACTING / JOINT VENTURE BUSINESS

Bidders must ensure that both / all bidders submit their tax compliant pin numbers, standard bidding documents and Central Supplier Database report.

26. SIGNING OF THE SERVICE LEVEL AGREEMENT

The successful bidder will be expected to sign the service level agreement within ten (10) working days after receiving the appointment letter from the NHC.

The NHC will then send the letter of award to the preferred bidder with two (2) copies of the completed version of the said contract specimen and the preferred bidder will be firmly obliged to duly sign, initial and properly date both copies of the same and return them to the NHC for its signature within ten (1) working days of their receipt of the said documents, failing which the NHC will be entitled, in its sole and total discretion and without further notice to such preferred bidder to write to such preferred bidder, summarily withdrawing the tender award, due to such contract signing process delay on the part of the given preferred bidder.



nhc

National Heritage Council
SOUTH AFRICA

an agency of the
Department of Sport, Arts and Culture

NATIONAL HERITAGE COUNCIL OF SOUTH AFRICA

TERMS OF REFERENCE
INVITATION TO TENDER NO: **NHC/05/09/2023**

OFFICE ACCOMMODATION FOR A PERIOD OF FIVE (5) YEARS

Bidder Name: _____

CSD Ref No: _____

1. BACKGROUND AND CONTEXT

The NHC occupies approximately 1,300m² of the 1st floor in an office building in Hatfield, Pretoria and the lease agreement will expire on 30 June 2024. The NHC requires suitable office space as per the provision of the Public Finance Management Act (PFMA), Treasury Instructions and its strategic objective to relocate to premises that is fit of purpose.

2. BUILDING REQUIREMENTS

The NHC requires the services of suitable bidders (Landlords / Property Management Agencies / Property owners, etc.) to submit responses for the lease provision of at least 2,020m² building and at least 65 onsite parking bays (preferably 50 under cover and 24/7/365 secured, and 15 shaded parking bays in line with its core business. The expected occupancy should be on or before 1 June 2024. The building should be a minimum of a P, A or B Grade building.

The location of the building must be within 30km radius of the current building occupied that is located on the corner of Arcadia and Festival Streets in Hatfield.

The most commonly accepted building classifications, according to definitions as set out by the South African Property Owners Association (SAPOA) are as follows:

- P-grade (Prime grade): Top quality, modern space, generally a space-setter in establishing rentals and includes the latest or recent generation of building services, ample parking, a prestigious lobby finish and good views or a good environment.
- A-grade: These buildings are not older than fifteen (15) years and these buildings have had major renovations. They feature high quality modern finishes, air conditioning, adequate on-site parking, with marked rentals near the top of the range in the metropolitan areas where they are located. (The following should also be taken into account in determining whether the building is A-grade or not: consider whether the building has a good quality lobby finish, quality access to / from an attractive street environment and other similar factors, such as safety and security).
- B-grade: Secondary to grade A building in terms of location, maintenance and facilities. Grade B buildings are considered average and perfectly usable. Most companies make their home on grade B buildings due to more cost-effective rent rates and higher in supply and availability. In contrast, group B listed buildings have either regional or outside local importance, are major examples of a particular period, a style or type of building and may have been altered.

3. DURATION OF SERVICE

The NHC intend to enter into a lease agreement with the landlord for a period of five (5) years with an option to renew.

4. DESCRIPTION OF SERVICES REQUIRED

The NHC requires the services of suitable bidders (Landlords / Property Management Agencies / Property owners) to submit responses for the lease provision of at least 2,020m² building and at least 65 onsite parking bays (preferably 50 under cover and 15 shaded parking bays in line with its core business. The proposal shall cover the following minimum requirements:

5.1. Key requirements

- 5.1.1. The intended lease should be for a period of five (5) years;
- 5.1.2. At least a P-grade, A-grade or B-grade building
- 5.1.3. Recommended area is in Pretoria within 30km radius of the current building located on the corner of Arcadia and Festival Street, Hatfield.
- 5.1.4. Green efficiency modern technology building with at least a three (3) star green efficiency rating (water energy and waste) issued by a South African regulatory authority. Proof to be included with the bid proposal
- 5.1.5. Onsite parking bays – estimated 65 parking bays
 - Preferably 50 undercover and 24/7/365 secured parking bays
 - At least 15 shaded parking bays
 - Electronic access control
- 5.1.6. Marker related rental (office space and parking bays / m²)
- 5.1.7. For tenant installation costs and tenant allowances, bidders are required to provide a detailed schedule and specify if this is an additional cost or costs included in the rental or an allowance that will be given to the NHC. All costs must be clearly specified and differentiated in respect of tenant allowance or tenant installation cost. The NHC will not entertain any costs not stated or specified, or variables of unknown cost, not articulated upfront during the bidding process and prior to closing of the bid.
- 5.1.8. Pricing per square meter for the office block and parking areas, including VAT and escalation fee must clearly be indicated on the schedule, for a period of five (5) years.
- 5.1.9. 24/7/365 Security services with access control on the premises and any cost implications.
- 5.1.10. Emergency backup generator facility and/or suitable renewable energy backup.

- 5.1.11. Must have ICT Infrastructure and Telecommunications connectivity and ready for installation.
- 5.1.12. Service, repairs and maintenance of the building, fixed equipment, machinery and premises, including all fixed features.
- 5.1.13. The location of the building must provide Access to public transport.
- 5.1.14. Relocation cost of NHC's movable assets and documentation from the existing building to the new premises / building.
- 5.1.15. Any other related information.

5. TIMEFRAME FOR THIS PROJECT

The NHC will follow, where possible, the following timeframes:

NO	DESCRIPTION	TIMEFRAME
6.1.	Advertisement of the Bid	2023-09-21
6.2.	Deadline for questions and/or clarifications	2023-10-06
6.3.	Closing the bid for bid proposals to be submitted at NHC bid box	2023-10-12
6.4.	Opening and recording of bid proposals	2023-10-12
6.5.	Pre-screening and evaluation of bid proposals	2023-10-27
6.6.	Building site inspection	2023-11-10
6.7.	Adjudication of bid	2023-11-24
6.8.	Award of bid	2023-11-30
6.9.	Service provider engagement meeting	2023-12-08
6.10.	Service Level Agreement commencement date	Upon agreement
6.11.	Renovations according to NHC requirements, completed	2024-05-10
6.12.	Final site inspection	2024-05-17
6.13.	Relocation of NHC	2024-05-30
6.14.	Occupation of new building / premises	2024-06-01

6. MANDATORY REQUIREMENTS

The awarded landlord / Property Management Agencies / Property owners shall be required to provide the following minimum requirements:

IMPORTANT: Bidders are required to complete the below table. Failure to provide information and/or reference to the applicable section in the bid document shall result in disqualification of the bid proposal.

Bidders are welcome to request the table in Word / Excel format by sending an email to procurement@nhc.org.za.

No	Requirements	Compliance Yes / No	Comments / Details to Offer
7.1.	General requirements		
7.1.1.	Bidders must have at least three (3) years' experience in property management.		
7.1.2.	Bidders must submit with the bid proposal a company profile that includes the track record of the owner / directors and the company.		
7.1.3.	Bidders must submit a utilities bill for the building offered that is not older than six (6) months		
7.1.4.	Bidders must include a detailed comprehensive project plan with clearly defined milestones and timeframes from the estimated date of award until occupation date.		
7.2.	Building Requirements		
7.2.1.	The building must be in a secure environment that promotes the safety of the NHC employees, stakeholders and visitors. The building must make provision for access for people living with disabilities.		
7.2.2.	The entrances / exit points, reception counter, lifts, fire escapes, parking, ablution facilities and the general office layout and fittings must be disabled friendly		
7.2.3.	<p>The building must be located within a 30km radius from the existing NHC offices located at the corners of Arcadia and Festival Streets Hatfield. Bidders must include a map indicating the location of the new building and the existing building.</p> <p>Bidders must indicate the following information for the building offered in terms of this bid document:</p> <ul style="list-style-type: none"> - Physical address - ERF number - Portion number - Floor number if it is a multi-story building 		

No	Requirements	Compliance Yes / No	Comments / Details to Offer
7.2.4.	Bidders must include a copy of the building plans. Where the building has multiple levels, bidders must include the layout of each floor that is offered. The space available must be clearly indicated.		
7.2.5.	Onsite parking for staff and visitors		
7.2.6.	Provision or accessibility to ICT Infrastructure and telecommunications network		
7.2.7.	The building shall be situated in an accessible area where public transport are available, and next to major routes;		
7.2.8.	The NHC requires the office premises to be customized to fit its brand, the mandate and suit its functions		
7.2.9.	All building related issues such as zoning rights, servitudes, municipality regulations, environmental requirements, Occupational Health and Safety requirements and compliance certificates, and other applicable statutory requirements must be complied with. Bidders are required to provide the necessary proof in terms of valid current certificates included with the bid proposal		
7.2.10.	The building must be at least 2,020m ²		
7.2.11.	The building must make provisions as stipulated in the included NHC office space requirements as indicated in annexure A Bidders are required to include a proposed floor plan of the layout of the offices, boardrooms and any other provisions as stipulated.		
	a) The bidder must ensure that the large boardroom(s) make provision for subdivision by means of roller / sliding doors		
	b) The building has to accommodate secured file storage areas as indicated in the space requirements with a suitable bearing strength to sustain the weight of high-density paper file storage		
	c) The offices should make provision for a reception area with space for a waiting		

No	Requirements	Compliance Yes / No	Comments / Details to Offer
	area, access control and screening of staff and visitors.		
	d) The premises where the building is located and offered in terms of this bid document, must have with business rights. Proof must be included in the bid proposal.		
7.2.12.	The building must be ready for occupation on or before 1 June 2024		
7.3.	Grading of the Building		
7.3.1.	Green efficiency modern technology building with at least a three (3) star green efficiency rating issued by a South African regulatory authority. Proof to be included with the bid proposal.		
7.4.	Legislative Requirements		
	The building must meet the following statutory requirements:		
7.4.1.	P-grade / A grade / B grade building. Proof of grading compliance must be included		
7.4.2.	Occupational Health and Safety Act, 1993 (Act no. 85 of 1993)		
7.4.3.	National Building Regulations and Building Standards Act, 1977 (Act no 103 of 1977)		
7.4.4.	South African National Standards – SANS 10400 for facilities for persons with disabilities, establishes the requirements for external and internal circulation routes, including doors and doorways, ramps, stairways, handrails, lifts, toilet facilities, auditoriums and halls, obstructions in the path of travel, parking and indication of facilities.		
7.4.5.	National Environmental Management Act, 2009 (Act no. 14 of 2009)		
7.4.6.	Bidders must provide proof of ownership by means of the Title Deed		
7.4.7.	Bidders must include proof of occupancy		
7.4.8.	A Certificate of Compliance (COC) for the electricity and plumbing of the building must be handed to the NHC before occupation		
7.4.9.	The estate agent must comply with the Estate Agent Affairs Board (EAAB) requirements. Property owners must be registered with the South African Properties		

No	Requirements	Compliance Yes / No	Comments / Details to Offer
	Owners Association (SAPOA). Evidence for registration must be provided		
7.5.	Security Requirements		
	The building must be adequately secured with the following security measures:		
7.5.1.	Burglar proofing for all offices, entrances, etc.		
7.5.2.	Security electric fencing on exterior parameter walls or fences		
7.5.3.	The perimeter fence around the building must be maintained such that there are no holes in the fence and/or vegetation growing and/or any form of encroachment.		
7.5.4.	Alarm system must be connected to 24-hour armed response		
7.5.5.	Secure / controlled vehicle entrance and exist access control		
7.5.6.	Access control with biometric identification (tags and fingerprint) for the building, entrances and parking		
7.5.7.	The building must be fitted with CCTV security system in a lockable security room. The CCTV cameras must be placed on all entry and exit points.		
7.5.8.	NHC must be provided access to the CCTV and security system		
7.5.9.	The CCTV and security system must have a backup system of at least six (6) months.		
7.6.	Building Amenities		
	The proposed office space must have the following:		
7.6.1.	Well-functioning non-centralized air conditioning systems in individual offices, meeting rooms and server rooms with full service history and maintenance plan. Proof of the service history and maintenance plan must be included in the bid proposal.		
7.6.2.	A comprehensive list of all fixtures installed, and maintenance history where applicable		
7.6.3.	Disabled toilet(s) on each floor, with a handrail and wash basin as per SANS 10400 requirements		
7.6.4.	A kitchen with cupboards, adequate space to accommodate a fridge, and microwave, adequate plug points, a sink with hot and		

No	Requirements	Compliance Yes / No	Comments / Details to Offer
	cold water taps on each floor. Provision should be made for adequate space for staff to have their lunch		
7.6.5.	A fully functional lift with a full-service history and maintenance plan in a building with more than one floor		
7.6.6.	The NHC requires the bidder to appoint a full professional team to assist with the internal fit-out of the premises to ensure conformity to applicable South African statutory regulations, acts and the NHC specific fit-out requirements. The preliminary detailed space requirements are included in the bid proposal. (Annexure A)		
7.6.7.	The bidder will be responsible for all maintenance, service and repairs of all fitted equipment, features (lights), machinery and interior deterioration of the building occupied by the NHC.		
7.7.	Parking Requirements		
7.7.1.	At least 50 undercover 24/7/365 secured parking bays		
7.7.2.	At least 15 shaded secured parking bays		
7.7.3.	Parking must be on the same premises as the building and clearly demarcated for NHC		
7.7.4.	Parking area must have a clear visibility 24/7/365 (lighting)		
7.8.	Occupational Health and Safety		
	The building must comply with SANS 10400 Part T and the following risk management requirements:		
7.8.1.	Equipped with fire detection, fire suppression system and approved evacuation plan, with fitted signage and floor plan		
7.8.2.	Fitted with serviced fire extinguishers and hoses in accordance with the relevant legislation		
7.8.3.	Designated smoking areas and emergency assembly points		
7.8.4.	Approved emergency escape doors;		
7.8.5.	Automatic sprinkler system (excluding server room)		
7.8.6.	Waste disposal area;		

No	Requirements	Compliance Yes / No	Comments / Details to Offer
7.8.7.	Fireproof storerooms and filing rooms;		
7.8.8.	Approved emergency alarm system;		
7.8.9.	Entrance / exit points, reception counter, lifts, fire escapes, parking, ablution facilities and general office layout should be disabled friendly		
7.8.10.	Health and safety signs		
7.8.11.	The building must be fumigated and cleaned prior to occupation. Proof must be provided		
7.8.12.	The property must have a clearly demarcated emergency assembly point.		
7.8.13.	Efficient and easy evacuation in the case of fire must be possible with fitted signage and a floor plan		
7.9.	Building maintenance		
7.9.1.	It is expected that during the lease tenure, the lessor will maintain the exterior façade of the building and keep it in good and usable condition		
7.9.2.	The lessor must be willing to accept changes to dry walling within the building if necessary		
7.9.3.	The lessor will be responsible for the service, repairs and maintenance of any electrical, mechanical or building requirements during the lease of the building, including air conditioners		
7.10.	ICT Infrastructure and telecommunication connections		
	Other than the above requirements, the approved bidder (Landlord / Property Management Agency / Property Owner) shall be required to provide the following:		
7.10.1.	Office accommodation which has been installed with electrical points (both normal and safe plugs), emergency plugs and network points that support voice over Internal Protocol (only category 6 network points will be accepted) as per the office layout requirements suitable for the NHC; unless otherwise agreed.		
7.10.2.	Each floor must have a network cabinet for ICT requirements		

No	Requirements	Compliance Yes / No	Comments / Details to Offer
7.11.	Power requirements		
	The building must adhere to the following minimum requirements:		
7.11.1.	The bidder must provide a standby generator and/or suitable renewable energy backup with the capacity to supply full power to the office during power outage and load shedding.		
7.11.2.	The bidder must provide a power regulator to protect the NHC from any power fluctuations and an Uninterrupted Power Supply (UPS) to prevent the interruption of power to the building.		
7.11.3.	Each office must have standard and emergency plugs already installed		
7.12.	Relocation services for NHC		
	The bidder must arrange and provide the required transportation, labour and driver for the relocation of the NHC from the existing building to the new premises		

7. NHC SPACE UTILIZATION AND STANDARD NORMS

The finalization of a space plan and the final space requirements will be determined during the space planning process, called for by this specification. The space planning costs should be part of the rental costs and not an additional cost.

The NHC space requirements as included in annexure A is based on the Space Planning Norms and Standards for Office Accommodation used by organs of state as determined by the Department of Public Works, in Gazette Notice 1665 of 2005 advertised in Government Gazette no 27995 dated 2 September 2005.

Other requirements to be included are, but not limited to, the following:

- 8.1. Internal divisions and internal wall finishes, etc.
- 8.2. Flooring (tiles). The building must provide for a uniformed look and easily cleanable.
- 8.3. Motion and occupancy sensors
- 8.4. Fire detectors
- 8.5. Non-centralized Air conditioning
- 8.6. Ceilings

8.7. Parking bays as stipulated in this document

8. PROPERTY AND EMPLOYEE REQUIREMENTS

No	Requirements	Compliance Yes / No	Comments / Details to Offer
9.1.	The property must have a smoker's area in accordance with relevant legislation		
9.2.	The bidder must provide the National Heritage Council signage (on the outside and directional signage on the side of the premises / building)		
9.3.	Sufficient ablution facilities, including disability facilities to be provided in accordance with the relevant legislation		

9. MAINTENANCE

No	Requirements	Compliance Yes / No	Comments / Details to Offer
10.1.	The building must include adequate non-centralised air conditioning that is fully operational and effective. All air conditioning units must be maintained by the landlord in accordance with the manufacturer's specifications and maintenance manual)		
10.2.	The property must be equipped with a generator and/or suitable renewable energy backup that can supply at least 90% lightning and general usage capacity in case of a power failure (this is subject to the analysis of the tenant's load and consumption patterns) and an Uninterrupted Power Supply (UPS) facility also with a 90% switch over capacity. The property must also be equipped with a power regulator		

10. FIRE SAFETY

No	Requirements	Compliance Yes / No	Comments / Details to Offer
	The following measures must be made available on the proposed premises and meet all the regulatory requirements:		
11.1	The building must have fire detection, fire suppression system and an evacuation plan		
11.2	The property must have fire extinguishers in accordance with the relevant legislation		

11. SECURITY AND ACCESS CONTROL

No	Requirements	Compliance Yes / No	Comments / Details to Offer
12.1	The landlord / property management agent / property owner will appoint, contract, manage and performance-appraise the Security Service Provider, that shall be liable for securing ALL the moveable (portable) and immovable assets in accordance with the agreement. The cost will be incorporated in the operational costs		

12. EVALUATION OF PROPOSALS

Bidders will be evaluated in accordance with the NHC's Supply Chain Management Policy. The evaluation criteria will consist of the following phases:

13.1 PHASE 1, PART 1: SUPPLY CHAIN MANAGEMENT (SCM) ADMINISTRATIVE MANDATORY COMPLIANCE REQUIREMENTS

Bids received will be verified for completeness and correctness. NHC reserves the right to accept or reject a bid based on the completeness and correctness of the documentation and information provided. The complete set of documents must be completed and submitted. **(Non-compliance leads to automatic disqualification, however, the NHC reserves the right to request information / additional documents)**

Bidders must ensure that they submit the following documentation / information with their bid proposal:

NO	DOCUMENT	COMMENT	COMPULSORY REQUIREMENT
13.1.1	Proof of registration on the Central Supplier Database (CSD) of National Treasury	Prospective bidders must be registered on the CSD prior to submitting bids. Bidders must indicate the supplier number as per CSD.	Yes
13.1.2	Tax compliance pin code	Issued by SARS	Yes
13.1.3	Standard Bidding Document (SBD 1)	Completed and signed	Yes
13.1.4	SBD 3 (Pricing Schedule)	Completed	Yes
13.1.5	SBD 4 (Declaration of interest)	Completed and signed	Yes
13.1.6	SBD 5 (NIP Programme)	Signed	Yes
13.1.7	SBD 6.1 (Preferential Procurement Point)	Completed and signed	Yes

13.2 PHASE 1, PART 2: TECHNICAL / FUNCTIONAL MANDATORY REQUIREMENTS

Bidders are required to indicate whether the required documents were included by selecting the relevant box:

NO	DOCUMENT	YES	NO
13.2.1	At least P-grade, A-grade or B-grade building	<input type="checkbox"/>	<input type="checkbox"/>
13.2.2	At least 65 parking bays, 50 24/7/365 secured undercover parking bays and 15 shaded parking bays	<input type="checkbox"/>	<input type="checkbox"/>
13.2.3	Building size at least 2,020m ²	<input type="checkbox"/>	<input type="checkbox"/>
13.2.4	Occupancy of the building on or before 1 June 2024	<input type="checkbox"/>	<input type="checkbox"/>
13.2.5	Certificate of building compliance	<input type="checkbox"/>	<input type="checkbox"/>
13.2.6	Fire safety compliance certificate	<input type="checkbox"/>	<input type="checkbox"/>
13.2.7	Certificate of compliance for electrical work and for plumbing	<input type="checkbox"/>	<input type="checkbox"/>
13.2.8	Registration certificate with Property Regulatory Authority (PPRA) formerly known as the Estate Agency Affairs Board (EAAB)	<input type="checkbox"/>	<input type="checkbox"/>
13.2.9	Registration certificate of the South Africa Property Owners Association (SAPOA)	<input type="checkbox"/>	<input type="checkbox"/>
13.2.10	Title deed of the property	<input type="checkbox"/>	<input type="checkbox"/>
13.2.11	Certificate of occupancy	<input type="checkbox"/>	<input type="checkbox"/>
13.2.12	Building plans	<input type="checkbox"/>	<input type="checkbox"/>
13.2.13	Business rights	<input type="checkbox"/>	<input type="checkbox"/>
13.2.14	Floor plan of the building in accordance with annexure A	<input type="checkbox"/>	<input type="checkbox"/>
13.2.15	Project plan	<input type="checkbox"/>	<input type="checkbox"/>

Bidders who failed to meet all the above indicated requirements, will be automatically disqualified from the bidding process.

13.3 PHASE 2: TECHNICAL / FUNCTIONAL REQUIREMENTS

No	Functionality requirement	Weight	Points allocated
13.3.1	Company experience: Number of years' experience in the provision of corporate office accommodation and related business services. Bidders are required to submit at least three (3) written reference letters as proof. Points will be allocated based on the number of years' experience in corporate office accommodation.	15	
	- Five (5) or more years' experience		15
	- Three (3) to Four (4) years' experience		10
	- Less than three (3) years' experience		5

No	Functionality requirement	Weight	Points allocated
13.3.2	Location of the building within 30km radius of the current NHC offices located on the corner of Arcadia and Festival Streets, Hatfield, Pretoria	15	
	- Location within 30km radius of the current NHC Offices		15
	- Location 30km radius from the current NHC Offices		10
	- Location exceeding 30km radius from the current NHC offices		0
13.3.3	Requirements of the building. The NHC space requirements indicate at least 2,020m ² space is required	40	
	- Office space of at least 2,020m ²		40
	- Office space less than 2,020m ²		0
13.3.4	Energy efficiency	10	
	- Green energy rating of at least three (3) or higher		10
	- Green energy rating of less than three (3)		0
13.3.5	Security of the building and parking	20	
	- 24/7/365 security services, onsite secure parking with adequate lighting and access control at all points of entry and exit		20
	- Limited or no security services or inadequate lighting and no access control		0

Bidder who score 60 or more points out of 100 on “Functionality” will be considered for the site inspection. Any bidder scoring less than 60 points will be disqualified and will not be considered for the site inspection.

13.4 PHASE 3: SITE INSPECTION / PROPOSED BUILDING VERIFICATION

The NHC will conduct a site inspection of the proposed building at a time agreed with the relevant bidder’s representative. Bidders must include the contact person for the site inspection as follows:

- Name and surname: _____
- Email address: _____
- Contract number: _____

NO	ON SITE INSPECTION CRITERIA	Good working condition	Bad condition	Comments
13.4.1	Building requirements			
	a) Floor carrying capacity			

NO	ON SITE INSPECTION CRITERIA	Good working condition	Bad condition	Comments
	b) Lift			
	c) Water pressure			
	d) Power points			
	e) ICT infrastructure and telecommunication connectivity			
	f) Backup power supply			
	g) Sufficient lighting			
	h) Floor plans			
	i) Condition of the building in terms of water damage, deterioration and dampness in the walls			
	j) Condition of the premises and maintenance done			
13.4.2	Security and parking requirements			
	a) Security position			
	b) Existing surveillance cameras			
	c) Exit / entry point security guard (access controlled)			
	d) 24/7/365 secure parking with adequate lighting			
13.4.3	Occupational Health and Safety requirements			
	a) Access for people living with disabilities			
	b) Wheelchair access to ablution facilities			
	c) Fire escape routes			
	d) Handrails			
	e) Demarcated assembly point and related signage			
	f) Toilets for people living with disabilities			
	g) Fire extinguishers and other equipment serviced and maintained			
13.4.4	Accessibility			
	a) Located in safe environment			
	b) Public transport available			

NO	ON SITE INSPECTION CRITERIA	Good working condition	Bad condition	Comments
	c) Within walking distance			
13.4.5	Heating / air conditioning			
	Adequately operational non-centralized air conditioning system			

The above on-site inspection sheet will be by the same evaluation team for functionality. The purpose of the on-site inspection is to confirm the condition and compliance of the building with the NHC requirements.

Only bidders that meet at least 70% or more out of the above items, will be considered for the evaluation on the price and preference points.

13.5 PHASE 4: EVALUATION ON PRICE AND PREFERENCE POINTS

All quotations will be evaluated based on compliance with compulsory requirements, compliance with specifications / Terms of Reference and the 80/20 preference point system prescribed by the Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations. The lowest acceptable price will score 80 points; the 20 points according to the preference points will be allocated as follows:

No	Price and Preference Points Evaluation Criteria	Weight	Points allocated
13.5.1. Price			80
	Bidders must submit a comprehensive and detailed line-item (VAT inclusive) budget, as well as proposed hours and rates of personnel involved with reference to different levels of proposed resources to be utilized and an estimate of the recoverable expenses. (Pricing guide in 9.4 is applicable).		
13.5.2. Preference Points			20
	The promotion of SMME's	10	
	The promotion of woman owned enterprises based on the percentage owned	5	
	The promotion of youth owned enterprises based on the percentage owned	5	
	Total achievable score		100

The formula for the calculation on the price and strategic goals as per the 80/20 principle will be performed as per the following formula:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

The bidder who complies with all the requirements and scored the highest points, will be considered for appointment.

13. PRICING GUIDE

The bidder must submit the total tender price for the period of five (5) years. All costs must be inclusive of taxes and annual escalations.

No	Description	Type of cost	Quantity	Unit Price	Total Price
14.1	Space planning and layout of offices	Once-off	1		
14.2	Renovations to the building as per NHC requirements	Once-off	1		
14.3	Relocation of NHC moveable property	Once-off	1		
14.4	Lease agreement – year 1	Monthly	12		
14.5	Lease agreement – year 2	Monthly	12		
14.6	Lease agreement – year 3	Monthly	12		
14.7	Lease agreement – year 4	Monthly	12		
14.8	Lease agreement – year 5	Monthly	12		
14.9	Maintenance	Monthly	60		
14.10	Utilities	Monthly	60		

14. SERVICE LEVEL AGREEMENT

The successful service provider will be required to sign a service level agreement for the duration of the contract. No service may be rendered unless an official purchase order was issued and Service Legal Agreement has been signed.

ANNEXURE A

No	Description	Designation	Category	Qty	Workspace	Workspace support	Core Space	Structure space	Totals	Required space
1	Cellular office	Chief Executive Officer (CEO)	CEO	1	25	15.00	18.75	5.88	64.63	64.63
2	Cellular office	Executive Core Business	Executive and Senior	1	16	9.60	12.00	3.76	41.36	41.36
3	Cellular office	Chief Financial Officer (CFO)	Executive and Senior	1	16	9.60	12.00	3.76	41.36	41.36
4	Cellular office	Company Secretary	Executive and Senior	1	16	9.60	12.00	3.76	41.36	41.36
5	Cellular office	Executive Manager: Core Business	Executive and Senior	1	16	9.60	12.00	3.76	41.36	41.36
6	Cellular office	Legal Officer	Middle management	1	16	9.60	12.00	3.76	41.36	41.36
7	Cellular office	Head: Communication and Stakeholder Management	Middle management	1	16	9.60	12.00	3.76	41.36	41.36
8	Cellular office	Head: New Business and Innovation	Middle management	1	16	9.60	12.00	3.76	41.36	41.36
9	Cellular office	Programme Manager: Funding	Middle management	1	16	9.60	12.00	3.76	41.36	41.36
10	Cellular office	Programme Manager: Living Heritage	Middle management	1	16	9.60	12.00	3.76	41.36	41.36
11	Cellular office	Programme Manager: Resistance and Liberation	Middle management	1	16	9.60	12.00	3.76	41.36	41.36

No	Description	Designation	Category	Qty	Workspace	Workspace support	Core Space	Structure space	Totals	Required space
		Heritage Route (RLHR)								
12	Cellular office	Supply Chain Manager	Middle management	1	16	9.60	12.00	3.76	41.36	41.36
13	Cellular office	Human Resource Manager	Middle management	1	16	9.60	12.00	3.76	41.36	41.36
14	Office space	Internal Audit Co-ordinator	Middle management	1	16	9.60	12.00	3.76	41.36	41.36
15	Cellular office	Research and Policy Specialist	Technical	2	8	4.80	6.00	1.88	20.68	41.36
16	Cellular office	Principal World Heritage Specialist	Technical	1	8	4.80	6.00	1.88	20.68	20.68
17	Cellular office	Council and Committee Co-ordinator	Administration	1	6	3.60	4.50	1.41	15.51	15.51
18	Office space	Personal Assistant to CEO	Administration	1	6	3.60	4.50	1.41	15.51	15.51
19	Office space	Administrator	Administration	1	6	3.60	4.50	1.41	15.51	15.51
20	Office space	Personal Assistant to Core	Administration	1	6	3.60	4.50	1.41	15.51	15.51
21	Office space	Administrative Assistant	Administration	1	6	3.60	4.50	1.41	15.51	15.51
22	Reception and waiting area	Receptionist	Administration	1	25	15.00	18.75	5.88	64.63	64.63
23	Office space	Monitoring and Evaluation Officer	Administration	1	6	3.60	4.50	1.41	15.51	15.51
24	Office space	Public Relation Officers	Administration	1	6	3.60	4.50	1.41	15.51	15.51

No	Description	Designation	Category	Qty	Workspace	Workspace support	Core Space	Structure space	Totals	Required space
25	Office space	Stakeholder and Engagement Officer	Administration	1	6	3.60	4.50	1.41	15.51	15.51
26	Office space	Programme Support Officer	Administration	3	6	3.60	4.50	1.41	15.51	46.53
27	Office space	Funding Project Officer	Administration	1	6	3.60	4.50	1.41	15.51	15.51
28	Office space	World Heritage Practitioner	Administration	1	6	3.60	4.50	1.41	15.51	15.51
29	Office space	RLHR Engagement Officer	Administration	1	6	3.60	4.50	1.41	15.51	15.51
30	Office space	Knowledge Management Practitioner	Administration	1	6	3.60	4.50	1.41	15.51	15.51
31	Office space	Preservation and Promotion Coordinator	Administration	1	6	3.60	4.50	1.41	15.51	15.51
32	Office space	Identification and Inventory Specialist	Administration	1	6	3.60	4.50	1.41	15.51	15.51
33	Office space	Language Practitioner	Administration	3	6	3.60	4.50	1.41	15.51	46.53
34	Office space	Accountant Liabilities Expense and Payroll	Administration	1	6	3.60	4.50	1.41	15.51	15.51
35	Office space	Accountant Assets and Revenue	Administration	1	6	3.60	4.50	1.41	15.51	15.51
36	Office space	Supply Chain Officer	Administration	1	6	3.60	4.50	1.41	15.51	15.51
37	Office space	Interns	Administration	18	6	3.60	4.50	1.41	15.51	279.18

No	Description	Designation	Category	Qty	Workspace	Workspace support	Core Space	Structure space	Totals	Required space
38	Office space	Students	Administration	4	6	3.60	4.50	1.41	15.51	62.04
39	Office space	Human Resource Officer	Administration	1	6	3.60	4.50	1.41	15.51	15.51
40	Office space	Driver	Administration	1	6	3.60	4.50	1.41	15.51	15.51
41	Office space	Housekeeper	Administration	1	6	3.60	4.50	1.41	15.51	15.51
42	Office space	ICT System Administrator	Store	1	6	3.60	4.50	1.41	15.51	15.51
43	Cellular office	Executive Management Additional	Executive and Senior	2	16	3.60	4.50	1.41	25.51	51.02
44	Cellular office	Additional Administrative	Administration	8	6	3.60	4.50	1.41	15.51	124.08
45	Cellular office	Consumable store: Stationery, cleaning material, assets not in use	Store	1	10				10.00	10.00
46	Cellular office	ICT Server room	Server room - specialised requirements	1	20				20.00	20.00
47	Cellular office	Executive Boardroom (min 50 attendees)	Boardroom - Devidable	1	100				100.00	100.00
48	Cellular office	Small boardroom	Boardroom	2	35				35.00	70.00
49	Parking	Visitors		10	8				8.00	80.00
50	Facilities	Ablution facilities	Wheelchair friendly	1	8				8.00	8.00

No	Description	Designation	Category	Qty	Workspace	Workspace support	Core Space	Structure space	Totals	Required space
51	Cellular office	Resource Centre		1	10				10.00	10.00
52	Cellular office	Digital room		1	6				6.00	6.00
53	Cellular office	Communication and Marketing storeroom	Store	1	10				10.00	10.00
54	Cellular office	Finance / SCM records room	Store	1	20				20.00	20.00
55	Cellular office	Funding store room	Store	1	20				20.00	20.00
					693	261.60	327.00	102.46	1,384.06	2,018.06

STANDARD BIDDING DOCUMENTS AND GENERAL CONDITIONS OF CONTRACT

SBD 3.1

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

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

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

Name of bidder.....	Bid number: <u>NHC/05/09/2023</u>
Closing Time 11:00	Closing date: 2023-10-12

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- | | | |
|---|--|--------------------------|
| - | Required by: | ..... |
| - | At: | ..... |
| | | |
| - | Brand and model | ..... |
| - | Country of origin | ..... |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | ..... |
| - | Period required for delivery | ..... |
| | | *Delivery: Firm/not firm |
| - | Delivery basis | ..... |

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

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

*Delete if not applicable

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ 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**

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

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

- 1.1 I have read and I understand the contents of this disclosure;
- 1.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 1.3 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 consortium² will not be construed as collusive bidding.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.

² 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.

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

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works or services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

- 1.1. The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. The threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$ 10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$ 3 million awarded to one seller over a 2-year period which in total exceeds US\$ 10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$ 10 million.
or
 - (d) Multiple suppliers of the goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to be the same government institution, which in total over two (2) year period exceeds US\$ 10 million.
- 1.2. The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

- 1.3. To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4. A period of seven years has been identified at the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in exceed of **R 10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R 10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1 (b) to 1.1 (d) above.

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1. Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2. In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in exceed of R 10 million (ten million Rands), to contact and furnish the DTI with the following information:
 - Bid / contract number
 - Description of the goods, works or services
 - Date on which the contract was accepted
 - Name, address and contact details of the government institution
 - Value of the contract
 - Imported content of the contract, if possible.
- 3.3. The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr.

Malapane may be contacted on telephone (012) 394-1401, facsimile (012) 394-2401 or email at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1. Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. The contractor and the DTI will determine the NIP obligation;
- b. The contractor and the DTI will sign the NIP obligation agreement;
- c. The contractor will submit a performance guarantee to the DTI;
- d. The contractor will submit a business concept for consideration and approval by the DTI;
- e. Upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. The contractor will implement the business plans; and
- g. The contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2. The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid Number: **NHC/05/09/2023**

Closing date: **2023-10-12**

Name of Bidder: _____

Postal address: _____

Signature: _____ Name (in print): _____

Date: _____

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10	
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The promotion of SMME's	10	
The promotion of woman owned enterprises based on the percentage owned	5	
The promotion of youth owned enterprises based on the percentage owned	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

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

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **NATIONAL HERITAGE COUNCIL** in accordance with the requirements and specifications stipulated in bid number **NHC/05/09/2023** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

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WITNESSES

1.

2.

DATE

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

JULY 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1.	Definitions	<p>The following terms shall be interpreted as indicated:</p> <p>1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>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.</p> <p>1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7. "Day" means calendar day.</p> <p>1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>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.</p> <p>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.</p> <p>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</p>
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		<p>sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>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.</p> <p>1.14. “GCC” means the General Conditions of Contract.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.18. “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21. “Purchaser” means the organization purchasing the goods.</p> <p>1.22. “Republic” means the Republic of South Africa.</p> <p>1.23. “SCC” means the Special Conditions of Contract.</p> <p>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.</p> <p>1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
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2.	Application	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3.	General	<p>4.1. 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.</p> <p>4.2. 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.</p>
4.	Standards	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications</p>
5.	Use of contract documents and information; inspection	<p>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.</p> <p>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.</p> <p>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.</p> <p>5.4. The supplier 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.</p>
6.	Patent rights	<p>6.1.</p>
7.	Performance security	<p>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.</p> <p>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.</p>

		<p>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:</p> <p>b) 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</p> <p>c) a cashier's or certified cheque.</p> <p>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.</p>
8.	Inspections, tests and analyses	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>

		<p>opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>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.</p>
9.	Packing	<p>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.</p> <p>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.</p>
10.	Delivery and documents	<p>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.</p> <p>10.2. Documents to be submitted by the supplier are specified in SCC.</p>
11.	Insurance	<p>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.</p>
12.	Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
13.	Incidental services	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> 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	<p>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:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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	<p>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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p>
16.	Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

		<p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.</p>
17.	Prices	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18.	Contract amendments	18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19.	Assignment	19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20.	Subcontracts	20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21.	Delays in the supplier's performance	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>

		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	<p>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:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>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.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier of 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.</p> <p>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</p>

		<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> a) the name and address of the supplier and / or person restricted by the purchaser; b) the date of commencement of the restriction c) the period of restriction; and d) the reasons for the restriction. <p>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.</p>
24.	Anti-dumping and countervailing duties and rights	<p>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.</p>
25.	Force Majeure	<p>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.</p> <p>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.</p>

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	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>b) the purchaser shall pay the supplier any monies due to the supplier.</p>
28.	Limitation of liability	<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:</p> <p>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</p> <p>b) 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.</p>
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	<p>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.</p> <p>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.</p> <p>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.</p>
33.	National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34.	Prohibition of Restrictive practices	<p>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).</p> <p>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.</p> <p>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.</p>