BID NO: SAMSA/063/2023/24: FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF SAMSA OFFICE AT 02 SAMORA MACHEL STREET, DURBAN ON THE 5TH AND 6TH FLOOR AS PER THE BILL OF QUANTITIES.

PART 1

1.1 LETTER OF INVITATION TO THE SERVICE PROVIDER:

BIDS TO BE SUBMITTED TO:

South African Maritime Safety Authority
146 Lunnon Road
Cnr Jan Shoba & Lunnon Road
Hillcrest
0183

Attention: I Mothoane Tel: 012 366 2600 email: imothoane@samsa.org.za

ISSUE DATE: 12 JUNE 2023

Contact mandatory briefing will be conducted for this bid.

Venue: 02 SAMORA MACHEL STREET, DURBAN ON THE 5TH AND 6TH FLOOR

Date: 20 JUNE 2023

Time: 10H00AM

CLOSING DATE: 27 JUNE 2023 at 11:00 am

1.2. OBJECTIVES

SAMSA invites bids from eligible bidders for the renovations of SAMSA Durban Office, as per the Bill of quantity and specifications s are detailed in the bid document.

This project is a Turnkey project and a successful bidder shall be responsible for all the deliverables under the resultant contract.

Technical and administrative queries:

Queries relating to these documents may be addressed in writing only quoting the Bid No. for attention: imothoane@samsa.org.za

Submission of Bids:

- Number of ORIGINAL bid documents for contract signing TWO.
- Electronic Copy of the original document in PDF (flash drive) ONE.

Bid documents must contain two original documents, initialled on each page thereof and signed where required (two separate envelopes: one for Pricing and the other for technical document).

A digital version on USB/Memory stick containing the bid document and all other supporting documents (fully submitted bid proposal with its attachments) must be provided of all tender documentation within the bid envelope.

These serve as the original sets of bid documents and form part of the contract.

The proposals may be submitted in sealed envelopes delivered at the Pretoria Office South African Maritime Safety Authority 146 Lunnon Road, Cnr Jan Shoba & Lunnon Road, Hillcrest,0183 and should be deposited in the box located at the reception.

The Bid number and tender description **MUST** be clearly indicated on the cover of the bid document. It is the responsibility of each bidder when submitting to ensure that they complete the Tender Register at the Reception. The closing date and time for receipt of tenders is **27 JUNE 2023** at 11H00 am.

IT IS THE RESPONSIBILITY OF EACH PROSPECTIVE BIDDER TO ARRIVE EARLY TO SUBMIT A BID AS THEY WILL BE REQUIRED TO FOLLOW BUILDING SECURITY PROTOCOLS OF REGISTRATION. SAMSA WILL NOT BE RESPONSIBLE FOR BIDDERS WHO ARRIVE LATE AND CLAIM THAT THEY WERE HELD AT SECURITY FOR REGISTRATION, WHICH WILL NOT BE ACCEPTED AS A REASON FOR LATE ARRIVAL OR LATE SUBMISSION.

Facsimile, and late tenders will not be accepted. It is important to note that all bids lodged will be examined to determine compliance with the bidding requirements and conditions. Bids with obvious deviation from the requirements, will be eliminated. Interested Bidders are expected to submit returnable documents on the original tender issued by SAMSA and written in black ink. This tender document may not be reproduced.

PART 2 - INSTRUCTIONS

2. INTRODUCTION SAMSA

2.1. The South African Maritime Safety Authority (SAMSA) was established on the 1st of April 1998 under the SAMSA Act 5 of 1998. The objectives of the Authority are:

• To ensure safety of life and property at sea;
• To prevent and combat pollution from ships in the marine environment; and
• To promote the Republic's maritime interests.

SAMSA has also been charged with the responsibility of executing the following:

• Administration of the Merchant shipping (National Small Vessel Safety) Regulation, 2007, as amended (the Regulations). The Regulations extends SAMSA's Core mandate to include inland waterways (only waterways accessible to the public) within the Republic. That is to ensure boating safety on our waters.

• Implementing and executing the Long-Range Identification and Tracking (LRIT) of vessels along the South African coastline. The Long-Range vessels monitoring system assist in securing South Africa's coastal waters in the midst of the rising lawlessness at sea, with particular reference to the worrying scourge of pirate attacks along the east coast of Africa.
SAMSA's Head Office is based in Pretoria, while there are 8 other offices based along the South African coastline.

3. CONDITIONS OF BID AND CONTRACT

3.1 GUIDELINE ON COMPLETION

3.1.1. Bidders must ensure compliance on a paragraph-by-paragraph basis. Bids not completed in the manner prescribed may be considered incomplete and rejected.

3.2. CONFIDENTIALITY

3.2.1 The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.

3.2.2 All bidders are bound by a confidentially agreement preventing the unauthorized disclosure of any information regarding SAMSA or of its activities to any other organization or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the accounting authority or the delegate.

3.3 INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT

3.3.1 Copyright of all documentation relating to this assignment belongs to SAMSA. The successful bidders may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.

3.3.2 All the intellectual property rights arising from the execution of this Agreement shall vest in SAMSA and the service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.

3.3.3 In the event that the service provider would like to use any information or data generated in terms of the Services, the prior written permission must be obtained from SAMSA.

3.3.4 SAMSA shall own all materials produced by the service provider during the course of, or as part of the Services including without limitation, deliverables, computer programmes (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, know-how and other information whether capable of being copyrighted or not.

3.4 CONTRACTUAL COMMITMENT

3.4.1 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written agreement has been executed by or on behalf of SAMSA. Any notification of preferred bidder status by SAMSA shall not give rise to any enforceable rights by the Bidder. SAMSA may cancel this Request for Proposal (RFP) any time prior to the formal written agreement being executed by or on behalf of SAMSA. SAMSA reserves the right at its sole discretion, and at any time, to amend, deviate from, postpone, discontinue, or terminate the transaction/procurement process without incurring any liability whatsoever to any other party. SAMSA reserves the right not to award this tender to the highest ranked or highest scoring bidder, as it needs to align its procurement practices to governance practices that are in line with its own growth path. These may include but are not limited to driving socio-economic development objectives that are enshrined in various government policies.

3.5 PAYMENTS

3.51 Payment terms may be negotiated with the successful bidder before awarding the bid.

3.5.2 SAMSA will pay the service provider for the service rendered in line with the contract. No additional amounts will be payable by SAMSA to the contractor without prior approval of the additional scope of work.

3.5.3 The service provider shall from time to time during the duration of the contract, invoice SAMSA for the services rendered. No payment will be made to the service provider unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to SAMSA.

3.5.4 Payment shall be made into the bidder’s bank account or per cheque payment normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded).

3.5.5 The service provider shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other moneys required to be paid in terms of applicable law.

3.6 NON-COMPLIANCE WITH DELIVERY TERMS

3.6.1 As soon as it becomes known to the service provider that he will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, SAMSA must be given immediate written notice to this effect. SAMSA reserves the right to implement remedies as provided for in the SLA.

3.7 SUBMITTING OF FRAUDULENT DOCUMENTS

3.7.1 The bidder must declare any Partnership or JV arrangements when submitting the proposal.

3.7.2 All parties to the bid (JV or Partnership) must submit all the required returnable documents as per the requirement of the tender.

3.7.3 A trust, consortium or JV must submit a consolidated B-BBEE certificate to indicate their status level in line with the BBBEE Code of Good Practice. A copy of the joint venture / consortium agreement must be included.

3.7.4 A trust, consortium or JV will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated BBBEE scorecard as if they were a group structure and that such a consolidated BBBEE scorecard is prepared for every separate bid.

3.7.5 Bidders must submit concrete proof of the existence of JV and/or consortium arrangements. National Treasury will accept signed agreements as acceptable proof of the existence of a JV and/or consortium arrangement.

3.7.6 The JV and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the JV and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

3.8 SUBCONTRACTING AFTER AWARD OF TENDER

3.8.1 A person awarded a contract may only enter a subcontracting arrangement with the approval of SAMSA.

3.9 PROTECTION OF PERSONAL INFORMATION ACT (POPIA)

3.9.1 The bidder must be compliant with the Protection of Personal Information Act 4 of 2013.

3.9.2 The bidder must have the necessary appropriate physical, technological, administrative, and technical security measures to ensure the protection and confidentiality of personal information that it, or its employees, its contractors or other authorised individuals comes into contact with to prevent loss or damage, or unauthorized access, processing or destruction.

3.10 COUNTER CONDITIONS

3.10.1 SAMSA draws bidders’ attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.

3.11 RESPONSE PREPARATION COSTS

3.11.1 SAMSA is **NOT** liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.

3.12 CANCELLATION PRIOR TO AWARDING

3.12.1 SAMSA reserves the right to withdraw and cancel the Bid Invitation prior to making an award. The cancellation grounds include insufficient funds, where the award price is outside of the objective determined fair market-related price range or any process impropriety.

3.13 COLLUSION, FRAUD AND CORRUPTION

3.13.1 Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.

3.14 FRONTING

3.14.1 SAMSA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should SAMSA establish any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting" during such inquiry/investigation, the onus is on the bidder to prove that fronting does not exist. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies SAMSA may have against the bidder concerned.

3.15.1 RETURNABLE DOCUMENTS-COMPLIANCE AND GOVERNANCE VERIFICATION DOCUMENTS (Standard Bidding Documents)

- Number of ORIGINAL bid documents for contract signing **TWO**
- Electronic Copy of the original document in PDF (flash drive) **ONE**

Bid documents must contain two original documents, initialled on each page thereof and signed where required (two separate envelopes: one for Pricing and the other for technical document). A digital version on USB/Memory stick containing the bid document and all other supporting documents (fully submitted bid proposal with its attachments) must be provided of all tender documentation within the bid envelope. These serve as the original sets of bid documents and form part of the contract.

3.16 SUBMISSION FORMAT (RETURNABLE SCHEDULES)

The verification during this stage is to review bid responses for purposes of assessing compliance with RFB requirements, whereby a bidder may be disqualified if they do not fully comply, which requirements include the following:	
Invitation to Bid (SBD 1) must be fully completed and signed.	Refer to Annexure A
Submission of fully completed SBD 4 (Bidder's disclosure).	(Refer to Annexure A)
Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the relevant documents as proof for the points claimed for specific goal/s,	(Refer to Annexure B)
Detailed Proposal	**Annexure C**
Submission of the General Conditions of a Contract (GCC)	**Annexure D**
Pricing Schedule	**To be submitted in a separate envelope**

3.17 QUERIES AND CLARIFICATIONS

3.17.1 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (letter or e-mail). Please make reference to Tender Notice and Invitation to Tender page of this bid pack for contact details. The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

3.18 REASONS FOR DISQUALIFICATION

3.18.1 SAMSA reserves the right to disqualify any bidders who do not comply with one or more of the following bid requirements and may take place without prior notice to the bidder:

- Bidder whose tax matters are not in order (Instruction Note 09 of 2017/2018 Tax Compliance Status will apply);
- submitted incomplete information and documentation according to the requirements of this Bid document.
- submitted information that is fraudulent, factually untrue or inaccurate information;
- received information not available to other potential bidders through fraudulent means;
- failed to comply with technical requirements as stipulated in the Bid document;
- misrepresented or altered material information in whatever way or manner;
- promised, offered or made gifts, benefits to any SAMSA employee;
- canvassed, lobbied in order to gain unfair advantage;
- committed fraudulent acts; and • acted dishonestly and/or in bad faith etc.

3.19 VALIDITY PERIOD

3.19.1 Bid should remain valid for at least hundred and twenty (**120**) days after the closing date.

3.19.2 The bidder should hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender document.

3.19.3 If requested by the employer, consider extending the validity period stated in the tender document for an agreed additional period.

3.19.4 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

3.20 LATE BIDS

3.20.1 Late submissions will not be accepted. A submission will be considered late if it arrived one minute after 11:00 or any time thereafter. The bid (tender) box shall be locked at exactly 11:00 and bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

3.21 IMPORTANT DATES

Release of RFP	:	**12 JUNE 2023**
Last day of queries	:	**23 JUNE 2023**
Responses to queries	:	**24 JUNE 2023**
Closing date for submission of proposals	:	**27 JUNE 2027**

SAMSA reserves the right to amend any date specified above. Any changes will be communicated to the interested parties.

3.22 TRANSFORMATION

3.22.1 SAMSA promotes transformation within the maritime services sector of the South African economy and as such, bidders are encouraged to partner with majority black owned entities (51% black owned and controlled). Such partnerships may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit a consolidated B-BBEE scorecard in line with the provisions of the PPPFA Regulations which will be considered as part of the B-BBEE scoring.

3.23 CLIENT BASE

3.23.1 SAMSA reserves the right to contact references during the evaluation and adjudication process to obtain information.

3.24 LEGAL IMPLICATIONS

3.24.1 Successful service providers will enter into a service level agreement with SAMSA.

3.25 PROHIBITIONS OF RESTRICTIVE PRACTICES

a) In terms of section 4(1) 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:

- directly or indirectly fixing a purchase or selling price or any other trading condition;
- dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
- collusive bidding.

b) If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

3.26 PRESENTATION

3.26.1 National Treasury may require presentations/interviews from short-listed bidders as part of the bid process.

3.27 SIGNATORIES

3.27.1 All responses to this tender should be signed off by the authorised signatories of the bidder.

3.28 SPECIAL TERMS AND CONDITIONS

- The SAMSA reserves the right to accept or reject any submission in full or in part, and to suspend this process and reject all proposals or part thereof, at any time prior to the awarding of the contract, without thereby incurring any liability to the affected bidders.
- This bid and the contract will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the PFMA. The special terms and conditions of contract are supplementary to that of the general conditions of the contract.
- Where, however, the special conditions of contract are in conflict with the general conditions of contract, the general conditions of contract will prevail.
- The SAMSA is the sole adjudicator of the suitability of the venue for the purpose for which it is required. Therefore, the SAMSA's decision in this regard will be final.
- No bids sent by the facsimile or email will be accepted.
- Bids must only be submitted at the SAMSA Office in Pretoria by the specified date and time.
- Bidders are welcome to be present at the opening of bids, but no pricing will be read out.
- The annexures are part of the bid documentation and must be signed by the bidder and attach to the bid document.
- The bid forms must not be retyped or redrafted but copies may be used. Additional offers may be made but only photocopies of the original documents. Additional offers/submissions are regarded as separate and must be treated as such by the bidder. The inclusion of various offers as part of a single submission in one envelope is not allowed and will not be considered. Additional bid offers must be submitted separately in separate sealed envelopes.
- Bidders are required to provide SAMSA with their tax compliance status PIN.
- Proof of registration on the Central Supplier Database (CSD) must be provided.
- No tender shall be awarded to a bidder who is not tax compliant. SAMSA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that is

established that such a bidder whose verification against the Central Supplier Database (CSD) proves non-compliant.

- Certified copy of B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the founding documents of a CC must be submitted.

DISCLAIMERS

SAMSA has produced this document in good faith. SAMSA, its agents, and its employees and associates do not warrant its accuracy or completeness. To the extent that SAMSA is permitted by law, SAMSA will not be liable for any claim whatsoever and how so ever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this document due to any misinterpretation of this document. SAMSA makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and SAMSA shall have no liability towards the responding service providers or any other party in connection therewith.

NB: ***Important Notice: Bidders are to be aware of scammers who pose as SAMSA employees selling bid documents or offering monetary gratuity in exchange for information or awarding of bids. SAMSA is in no way selling the bid document, all documents shall be found on the SAMSA website and eTender Portal and awarded bids are notified through the website under "bids awarded" and SAMSA shall never ask any bidder for monetary gratuity in exchange for information or manipulating outcome of bids.***

PART 3: SCOPE OF WORK

1.1 BACKGROUND

Accountable to the Minister of Transport, SAMSA was established on 1 April 1998 in terms of the South African Maritime Safety Authority Act 5 of 1998. SAMSA's objective is to lead and champion South Africa's maritime interests as custodians and stewards of maritime policy, vigorous promoters of the maritime sector and giving full and complete effect to our obligations for the benefit of all stakeholders. To promote South Africa's maritime interests and development and position the country as an International Maritime Centre while ensuring maritime safety, health and environmental protection.

1.2 OBJECTIVES

The purpose of the bid is to;

- To renovate the office area for maximized utilization of space in harmony with the need of SAMSA.

1.3 SCOPE OF WORK

The work scope includes but not limited to the following:

The activities are mainly categorized into the following major areas of expertise;

(i) **Technical Assistance:** The bidder will provide appropriate experts to undertake the need tasks, ensuring integration with implementation. and training
(ii) **Renovating:** These set of activities involve partitioning, roofing, carpeting, windows blinder/ curtaining, Aluminum work, floor finishing etc.
(iii) **Equipping:** This covers procurement, supply, installation and configuration of the necessary IT and AV equipment. Specifically, these activities can be further broken down into the following sub-tasks;
- Structured cabling for data, AV and electric cables
- IT equipment installation such as; multifunction printers, switches, wireless access points, etc.

The above-described major activities will be conducted at SAMSA office space which will be demonstrated during the site visit meeting.

The tender must ensure compliance with the below listed requirements for ICT.

	ITEM	DETAILS
1	**Physical Attributes**	**Middle Level** The server room should be mid floors, meaning that it should not be at the highest or lowest floor.
		Server Room Meant for accommodating cables and safeguards against floods and should have the following features: • Walls and doors should be Fireproof. • Should be equipped with Smoke Detector device.

	• Should be equipped with Humidity Detection device. • Should be equipped with Temperature Monitoring device. • Must have special housing for Uninterrupted Power Supply (UPS). • Must have a dedicated DB linked to the UPS. • Must be equipped with own controlled air-conditioning (cooling) system detached from the central. • Computer approved gas Suppression system. • Should have an effective raised access floor system. • Certificate Of Compliance should be supplied after installation. • Server room must meet approved ICT Server room standards. Will have restricted access.
	<u>Storeroom (Server room B)</u> Should be next to the server room. Will be used for storing important components, spare parts, stock and serve as a safe place for keeping laptops, desktops and others. Must have restricted access, with cameras and a fireproof door and walls.
2 Wiring and Cabling	**Wiring and Cabling**
	<u>Dedicated Power Supply</u> Separate DB for the Server Room **<u>Voice/Data Infrastructure</u>** The infrastructure (channels) for the voice and data should be separate but next to each other. • Connect all server equipment to new server room allocated to ICT (Switches, patch panel, server rack, brush panel, servers) (current server racks to be used) • Install 110 network points next to the power points for both floors • Connect the Wifi access points to strategic dedicated locations to the new building **<u>CAT 6 Cabling</u>** All network cabling should be Cat6 or higher.
3 Telephone System	**<u>Telephone System - VOIP Phones</u>** Connect current telephone system to new building. **<u>VOIP Capable PABX</u>** To Support VOIP Technology **<u>CAT 6 Cabling</u>** To make it possible to move staff or phones to any part of the building without losing or changing office line number.

NOTES

1. OFFICE

Network points

Recommended that each desk occupied by one person has 2 dedicated network points for computer and telephone connection.

Power plugs

Recommended that each desk occupied by one person has 2 plugs (red and white plug)

Printer Station

Each printing station recommended to have 2 network points and 2 power plugs.

Boardroom

Recommended that four network points installed and 4 power plugs.

1.4 Duration of Services

The estimated timeframe for completion of the project is to be completed by 31 July 2023r. Following the award items will be procured and shipped, renovation will be initiated, equipment installation and configuration will be performed, testing and commissioning including orientation training will be provided during the project timespan.

1.5 Institutional arrangements

SAMSA will designate appropriate focal person to facilitate various institutional arrangement that includes;

(i) Physical access to SAMSA building where renovation will be performed. This includes extended hours and weekend access if necessary.
(ii) Arrange meeting with appropriate departments to discuss, initiate and endorse activities.
(iii) Facilitate equipment and supplies and temporary storage.

Below is the SAMSA Bill of Quantity

SAMSA OFFICES					
ITEM	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE**	**AMOUNT**
NO					
	SECTION 1				
	BILL 1				
	PRELIMINARIES & GENERAL				

	BUILDING AGREEMENT AND PRELIMINARIES The JBCC Series 2000 Principal Building Agreement (July 2007 Edition) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described. The ASAQS Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities Contractor's are referred to the abovementioned documents for the full intent and meaning of each clause thereof. These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this contract, such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the abovementioned documents. Where any item is not relevant to this specific contract such item is marked N/A signifying "not applicable". **PREAMBLES FOR TRADES** The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained.				
	SUMMARY OF CATEGORIES				
-	**Allow for Preliminaries & General as per the categories hereunder:**	-	-		
-	-	-	-		

~~1~~	Fixed	Item	1		
~~2~~	Value	Item	1		
~~3~~	Time	Item	1		
-	-				
	SECTION NO. 2				
	BILL NO. 1				
	ALTERATIONS (PROVISIONAL)				
	PREAMBLES				
	Preambles				
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)				
PREPARATORY WORK TO EXISTING SURFACES					
	Preparation to existing vertical surfaces:				
1	Scrape off any loose or flaking paint with scraper. Scrub any areas that are checked or cracked with a wire brush to make sure you remove any patches of paint that is adhering weakly. Clean the old paint with a grease-cutting detergent. Lightly sand the surface with 220-grit sandpaper. Wipe away the sanding dust with a dry cloth in preparing for repainting in internal walls.	m2	1906		
	SECTION NO. 2				
	BILL No. 2				
	CEILINGS, PARTITIONS, AND ACCESS FLOORING				
	Preambles				
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) Items, materials or methods to be used specified by trade names or catalogues numbers are only an indication of the quality required. - or other approved - on the condition that prior approval is obtained from the architect catalogue numbers are only an indication of the quality required. The use of trade names for items, materials or methods shall also mean				
	Descriptions:				

	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete. Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere.				
	SUSPENDED CEILINGS				
1	<u>Everite or equivalent vinyl cladding lay-in grid ceiling system with 1195 x 595mm thick straight edged Embossed White vinyl clad Nutec or equivalent tiles with Isoboard® high density 32-36kg/m³ rigid extruded polystyrene insulation board 25mm thick x 600mm wide glued on top with Alkaline water based glue.</u> Ceilings suspended from timber trusses, not exceeding 1m below suspension level	m2	910		
	Trapdoors:				
2	Pelican Systems or similar top hinged ceilings access panel comprising 600 x 600mm white epoxy coated aluminium T-frame with powder coated lid, fitted flush to Jumbo bradering ceiling, pop riveted through stalk of T-frame into 38 x 25mm Jumbo steel brandering.	No	12		
	INSULATION				
3	**Isotherm insulation blanket** 100mm Insulation closely fitted and laid on top of brandering between roof timbers etc	m2	910		
	DRYWALL PARTITIONING				

4	**Drywalls for dry areas** Pelican Systems or similar JUMBO Drywall 63/30 with overall thickness of 89mm comprising internal framing formed of 63mm galvanised steel studs fixed at 600mm centres to galvanised steel top and bottom track with 63mm thick JUMBO Southern insulation of partition, including any additional steel sudding necessary at door openings, glazed or other apertures ,abutments, ends ,corners, etc and covered with 12mm JUMBO plasterboard in single lengths to suit height , butt jointed and secured to studding with 25mm JUMBO drywall screws at maximum 220mm centres, the joints taped over and flush over with JUMBO jointing compound prepared for prepared for painting.	m2	765		
5	Extra over partition for 40mm semi-solid flush door 900 x 2700mm high with commercial veneer on both sides and hardwood edge strips to vertical edges hung to already installed aluminium door frame (Door furniture and other ironmongery elsewhere measured).	No	37		
6	Extra over partition for 40mm semi-solid flush double door 1615 x 2100mm high with commercial veneer on both sides and hardwood edge strips to vertical edges hung to and including standard natural anodised aluminium door frame each leaf with one a half pair of 100mm nylon washered aluminium hinges including two 100mm natural anodized aluminium flush bolts (Door furniture and other ironmongery elsewhere measured)	No	5		
	Drywalls for wet areas				
7	Pelican Systems or similar JUMBO Drywall 63/30 with overall thickness of 89mm comprising internal framing formed of 63mm galvanised steel studs fixed at 600mm centres to galvanised steel top and bottom track with 63mm thick JUMBO SoundTherm insulation of partition, including any additional steel sudding necessary at door openings, glazed or other apertures, abutments, ends, corners, etc and covered with 12mm JUMBO Moisture plasterboards in single lengths to suit height , butt jointed and secured to studding with 25mm JUMBO drywall screws at maximum	m2	228		

	220mm centres, the joints taped over and flush over with JUMBO jointing compound prepared for painting.				
	Glazed natural anodized aluminium drywall				
8	6.38mm Laminated safety glass,3000mm high with bottom section plugged and top section fixed to suspended ceiling tees in aluminium channels	m	63		
	SECTION NO. 2				
	BILL No. 3				
	FLOOR COVERINGS				
	Preambles				
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) **SUPPLEMENTARY PREAMBLES** **VINYL FLOOR COVERINGS** Polyflor 2000PURor similar 2mm thick x 2m wide fully flexible PVC sheet flooring with monolayer and homogeneous construction, directional duotone marbleized design and PUR reinforcement Colour …. code …..(colour to be specified by the Architect).				
1	To floors.	m2	85		
	DOOR KICKPLATES				
2	Gradus or equivalent Sure Protect Endure 900mm x 200mm installed to doors.	No	2		
	POLISH, SEALERS, ETC				
3	Three coats wax polish to vinyl floors.	m2	85		
	CARPETS				
	500 x 500mm Belgotex or equivalent Patterned in ashlar pattern carpet tiles as per manufactures specification.				
4	On floors	m2	699		
	SECTION NO. 2				
	BILL No. 4				
	IRONMONGERY				
	Preambles				
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)				

	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. The use of trade names for items, materials or methods shall also mean - or other approved - on the condition that prior approval is obtained from the architect				
	Fixing				
	Descriptions of wall mounted and floor standing ironmongery items shall be deemed to include for fixing in position and all fixing accessories. Description of proprietary items shall be deemed to include fixing in position and all fixing accessories as specified by the manufacturer				
	HINGES, BOLTS, ETC				
1	1.5 pairs 108mm brass butt hinges	Pairs	43		
	LOCKS				
	Union				
2	Union 2261-76SS 4 lever upright lock with and including Union AL684 - 05AS bishop lever furniture	No	43		
	LETTERS, NAMEPLATES, ETC.				
	Dormakaba South Africa or similar approved items				
3	DD-SS-017 Stainless steel door stop to floors.	No	43		
4	Dorma TS92B-SL or similar approved door closer	No	43		
5	Hat and coat hook DHC-SS031B.	No	43		
	Pinning boards				
6	Parot Aluminium framed carpet bulletin boards 1200 x 1800mm. (Laurel grey)	No	37		
	Entrance Mats				
7	Walk off Matt matting /coba trio brush walk off matt in 13mm well recess aluminium angle edging size 1800 x 1960mm, colour anthracite.	No	37		
	SIGNAGE				
	Allow for embossing of the room number on the door just above the door Handle.				
8	40 x 50mm bold white numerals or alphabet door frame designation and number on 300 x 62mm on royal blue Perspex background glued to transom.	No	43		
	DIRECTIONAL SIGNAGE in English and IsiZulu to later specification and detail, signage to be wall mounted with domed countersunk screws.				
9	1.5m x 2.5m high reserve engraved Perspex signage to be wall mounted with domed countersunk screws.	No	4		
10	SIGNAGE in English and IsiZulu. 700 mm wide x 350mm high Double sided Perspex information sign suspended from ceiling with brass chains to a height to be determined. Signage to comply with	No	2		

	SANS 10400-S part 4				
11	Fire emergency sign size 150mm x 150mm dorma	No	12		
12	480mm x 108mm Perpex male pictogram door sign to Architect's design.	No	2		
13	480mm x 108mm Perpex female pictogram door sign to Architect's design.	No	2		
14	480mm x 108mm Perpex infographic door sign to Architect's design.	No	43		
	SECTION NO. 2				
	BILL No. 5				
	METALWORK				
	Preambles				
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)				
	ALUMINIUM DOORS				
	ALUMINIUM WINDOWS, DOORS, FRAMES ETC				
	Purpose made windows, shopfronts and doors types are referenced to drawings annexed to these bills of quantities Powder coating to aluminium shall be in accordance with SANS 1578 and 1796 by AAAMSA approved applicator. The contractor shall issue a certificate of conformance to the architect on completion of the work and 10 year powder coating guarantee is required. All glazing is to be McLam specification or equivalent and in accordance with SANS 10137 and National Building Regulations. All safety glazing is to be clearly marked and the contractor is to allow for alert stickers.				
	Note: Glazing of laminated safety glass into steel frames: all edges to be sealed with 15mm selotape to prevent water absorption via the vinyl interlayer. Glass to be set on 25mm neoprene rubber setting blocks of 60 - 90-degree sure hardness				
	Aluminum soundproof folding stacking door and frame powder coated and glazed with 6.38mm "McLam' laminated or equivalent safety glass as per manufacturers specification. Prices to include all necessary ironmongery, glazing, etc				
1	Soundproof folding door size 3000 x 2700mm high.	No	1		
	SECTION NO. 2				
	BILL No. 6				

	PLASTERING				
	Preambles The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition). Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. The use of trade names for items, materials or methods shall also mean - or other approved - on the condition that prior approval is obtained from the architect.				
	<u>Note:</u> "Readymixed" screeds and plasters are strongly recommended to avoid delamination of surfaces.				
	SCREEDS				
	3:1 Cement screed on concrete, steel trowel floated to a smooth finish:				
1	30mm Thick screed on floors to falls	m2	776		
2	50mm Thick screed on floors to falls	m2	35		
	SECTION NO. 2				
	BILL No. 7				
	TILING				
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. The use of trade names for items, materials or methods shall also mean - or other approved - on the condition that prior approval is obtained from the architect. **Preambles** The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition).				
	FLOOR TILING				
	300 x 300mm Porcelain floor tiles as "Italtile Forte" or similar approved on bedding on concrete and flush pointed with tinted waterproof jointing compound.				
1	On floors and landings	m2	121		
2	Cut skirting 100mm high	m	131		
	SECTION NO. 2				

	BILL No. 8				
	PAINTWORK				
	Preambles The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)				
	WORK GROUP 152				
	PAINTWORK, ETC TO NEW WORK				
	INTERNAL PAINTWORK				
	One coat 'Dulux Trade Ecosure' or similar plaster primer and two finishing coats 'Dulux Luxurious or similar Silk' pure acrylic emulsion paint on:				
1	Skim plastered walls internally.	m2	504		
2	Gypsum plastered partitions internally.	m2	1906		
	WOOD SURFACES WITH				
	One coat Dulux Supergrip primer wood primer or equivalent, one coat Dulux Trade Universal or equivalent Undercoat or equivalent, two coats Dulux Pearlglo Waterbased Enamel paint or equivalent on				
3	Doors & Frames.	m2	108		
	SECTION NO. 2				
	BILL No. 9				
	PROVISIONAL SUMS				
	Preambles The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)				
	SUPPLEMENTARY PREAMBLES				
	Items, materials or methods used specified by trade names or catalogue numbers are only an indication of the quality required. Item, materials or methods of similar quality may be used with prior approval from the architect.				
	ELECTRICAL INSTALLATION.				
1	Bidders are advised to provide provisional sum based on the floor plan and details to be presented during the site inspection meeting.	Item	1		
	DATA CABLING AND NETWORK				
3	Bidders are advised to provide provisional sum based on the floor plan and details to be presented during the site inspection meeting.	Item	1		
	FIRE DETECTION SYSTEM				

5	Bidders are advised to provide provisional sum based on the floor plan and details to be presented during the site inspection meeting.	Item	1		
1	**Alterations (Provisional)**				
2	**Ceilings, Partitions, and Access Flooring**				
3	**Floor Coverings, Wall Linings, etc.**				
4	**Ironmongery**				
5	**Metalwork**				
6	**Plastering**				
7	**Tiling**				
8	**Paintwork**				
9	**Provisional Sums**				
2	**Building Works**				
	Sub-total				
	Add Contingencies @ 10%				
	Sub Total before Vat				
	ADD: VALUE ADDED TAX @ 15%				
	TOTAL TENDER AMOUNT				

PART 4: PRICING MODEL

1.3 Bidders are required to provide a detailed and comprehensive price proposal i.e., all costs associated with the bidder's proposal must be clearly specified and included in the Total Bid Price.

1.2 Price quoted is fully inclusive of all costs including disbursements and other overheads, delivery to the specified SAMSA addresses as specified in the tender document and includes value-added tax, income tax, unemployment insurance fund contributions, and skills development levies etc, whichever is applicable.

1.3 Price changes whether as a result of CPI, PPI, extensions or expansions will be allowed in terms of the signed contract by both parties. In addition to the all-inclusive bid price and in order for SAMSA to assess the allocation of resources and make comparative bid assessments.,

BID PRICE PROPOSAL FORM

NAME OF THE BIDDER: ____

BID NO: ____

DATE: ____

ITEM DESCRIPTION	PROPOSED PRICE ALL INCLUSIVE

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

Signature of the Bidder: _______________________________________

5. PART 5. EVALUATION CRITERIA

5.1 LEGISLATIVE AND REGULATORY FRAMEWORK

5.1.1 The evaluation of bids received will be conducted with accordance with the prescripts of the Preferential Procurement Policy Framework Act 2000 (Act no.5 of 2000), its Regulations of 2022 and the evaluation criteria as stipulated in the specification/terms of reference and special conditions of contract.

5.2 PHASE 1: EVALUATION PROCESS AND CRITERIA

5.2.1 Phase one evaluation will include the following:

(i) Verify all declarations (SBD 4 – Declaration of interest);
(ii) Determine whether any Government official participated in the bidding process;
(iii) Verify whether all applicable forms have been signed;
(iv) Submission of the Tax certificate and the copy of the CSD;
(v) All bids will be evaluated in terms of functionality and preference point system which comprises of the following:

5.2.2 In addition to the above bidders are required to submit the following documents as reflected in this Bid document, which cover the following:
- Technical Proposal in line with the Technical Evaluation Criteria
- Financial/ Price Proposal

Note: Failure to comply with the requirements assessed in Level 1 (governance), may lead to disqualification of bids.

5.3. PHASE 2 – MANDATORY REQUIREMENT

5.3.1 Mandatory Documents required- Failure to provide the mandatory documents shall automatically disqualify the bidder;

A. Valid CIDB 4GB or higher
B. Valid Letter of Good Standing (COIDA)
C. Valid Public Liability Insurance (R 5 million)

5.4 PHASE 3 - FUNCTIONALITY/TECHNICAL EVALUATION

In this phase all bids that met all the requirements in terms of the submitted proposal per the above set of mandatory requirements will be evaluated as follows:

Qualification Threshold – Bidders must achieve overall 75% as per the criteria for consideration to the next phase. Bidders who fail to comply with the set minimum threshold of 75% per the technical requirements will be eliminated.

DESCRIPTION		ALLOCATED POINTS	
Bidders proven company experience related to similar Building works. The service provider must have at least five (5) years or more experience in related similar building work for R 4 million and above. The company must demonstrate experience in supplying the listed services and submit three (3) written referrals within the past 5 years in the building industry (signed and dated with contact details on official company stationary). Completion certificates to be provided. SAMSA reserves the right to contact the written referrals.	Three (3) or more letters of appointment and completion certificates submitted.	30	**30**
	(Two) (2) Letters of appointment and completion certificates submitted.	20	
	(One) (1) Letters of appointment and completion certificates submitted. Zero points for non-submission **5 points to be deducted where the bidder did not submit completion certificate**	10 0	
QUALIFICATIONS REQUIRED CVs of: Project Manager / Site Manager	Five (5) years or more experience with bachelor's degree or higher	10	**10**
	Three (3) years' experience with Diploma	5	
	Two (2) years' experience with no relevant qualification	3	
	Zero (0) experience	0	
QUALIFICATIONS REQUIRED CVs of: Safety Officer	Five (5) years or more experience with bachelor's degree or higher	10	**10**
	Three (3) years' experience with Diploma	5	
	Two (2) years' experience with no relevant	3	

	qualification		
	Zero (0) experience	0	
Electrical Engineer-**Certified proof of registration with South African institute of Electrical Engineers (SAIEE)**	Certified proof of registration with South African institute of Electrical Engineers (SAIEE) with ten (10) years or more experience	10	**10**
	Certified proof of registration with South African institute of Electrical Engineers (SAIEE) with five (5) years' experience	5	
	Certified proof of registration with South African institute of Electrical Engineers (SAIEE) with three (3) years' experience	3	
	Certified proof of registration with South African institute of Electrical Engineers (SAIEE) with Zero (0) experience	0	
Mechanical Engineer- **Certified proof of registration with South African Institute of Mechanical Engineers (SAIMechE)**	Certified proof of registration with South African Institute of Mechanical Engineers (SAIMechE) with ten (10) years or more experience	10	**10**
	Certified proof of registration with South African Institute of Mechanical Engineers (SAIMechE) with five (5) years' experience	5	
	Certified proof of registration with South African Institute of Mechanical Engineers (SAIMechE) with three (3) years' experience	3	
	Certified proof of registration with South African Institute of Mechanical Engineers (SAIMechE) With Zero (0) experience	0	

Fire Engineer- **Certified proof of registration with -Fire Protection System Practitioners (FPSP**)	Certified proof of registration with -Fire Protection System Practitioners (FPSP) accompanied by ten (10) years or more experience	10	**10**
	Certified proof of registration with -Fire Protection System Practitioners (FPSP) accompanied by five (5) years' experience	5	
	Certified proof of registration with -Fire Protection System Practitioners (FPSP) accompanied by three (3) years' experience	3	
	Certified proof of registration with -Fire Protection System Practitioners (FPSP) accompanied by Zero (0) experience	0	
Bidders detailed plan to carry out the project.	Completion of the project plan by 31 July 2023. within two (2) months Completion of the project within four and above	10 5	**10**
FINANCIAL VIABILITY: Proof or confirmation indicating financial ability to render service, by submitting copies of the signed Audited Annual Financial Statements for the latest financial year.	Audited Financial Statements - 18 months or less.	5	**10**
	Audited Financial Statements more than 18 months.	2	
	Unaudited Financial Statements	0	
	Liquidity ratio >=2 <2	 2 0	
	Contract Value % of revenue <=10% >10%	 2 0	

	Operating Surplus Ratio >=10% <10%	 1 0	
TOTAL			**100**

5.5 PHASE 4: EVALUATION CRITERIA IN TERMS OF THE PREFERENCIAL PROCUREMENT REGULATIONS 2022 (BELOW R50 MILLION).

The 80/20 preference point system

a) The following formula will be used to calculate the points of price in respect of procurement with a Rand value below the R50 million.

$Ps=80\left\{\frac{(1- Pt - P\ min)}{P\ min}\right\}$ = 80 points and Price =20 pints

Where
Ps = Points scored for comparative price of bid under consideration
Pt = Rand value of bid under consideration
Pmin = Rand value of lowest acceptable bid

A maximum of 20 points may be awarded to a bidder for being a being an HDI and /or subcontracting with and HDI and /or achieving any specified goals stipulated in regulation 22.

a) The points scored by a tender in respect of the specific goals must be added to the points scored for price.

STANDARD BIDDING DOCUMENTS

PART A **SBD 1**

INVITATION TO BID

BID NUMBER:	**SAMSA/063/2022/23**	**CLOSING DATE:**	**27 JUNE 2023**	**CLOSING TIME:**	**11 H00 am**
DESCRIPTION	**BID NO: SAMSA/063/2022/23: FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATION, FURNISHING AND EQUIPING OFFICE AT 02 SAMORA MACHEL STREET, DURBAN ON THE 5TH AND 6TH FLOOR.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
SOUTH AFRICAN MARITIME SAFETY AUTHORITY					
146 LUNON ROAD					
CNR JAN SHOBA & LUNNON ROAD, HILLCREST					
HATFIELD, 0183					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**		
CONTACT PERSON	**IVOR MOTHOANE**				
TELEPHONE NUMBER	**012 366 2600**				
FACSIMILE NUMBER	**012 366 2601**				
E-MAIL ADDRESS	**imothoane@samsa.org.za**				
SUPPLIER INFORMATION					
NAME OF BIDDER					
NAME OF CONTACT PERSON					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN		[TICK APPLICABLE BOX]

VERIFICATION CERTIFICATE	☐ Yes ☐ No	AFFIDAVIT	☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO
ES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ 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, 2017, 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: ……………………………………………

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

Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

………
………

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

………
………
………

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.

3 DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

..…………………………………………	**……………………………………**
Signature	**Date**
………………………………………………	**……………………………………**
Position	**Name of bidder**

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.

SBD 5

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 and 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. This 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 same 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 the same government institution, which in total over a 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 as 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 excess of R10 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 R10 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)

2.3 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 excess of R10 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.

1.6 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 e-mail at Elias@thedti.gov.za for further details about the programme.

3 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.

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

Bid number: ……………………………………………………………………

Closing date:…………………………………………………………………….

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);

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**
B-BBEE STATUS LEVEL OF CONTRIBUTOR	**20**
Total points for Price and B-BBEE must not exceed	**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

1.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps=80\left\{\left(1-\frac{Pt-P\ min}{P\ min}\right)\right\} = 80 \text{ points and Price} = 20 \text{ pints}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT 3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps=80\left\{\left(1-\frac{Pt-P\ max}{P\ max}\right)\right\} = 80 \text{ points and Price} = 20 \text{ pints}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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)**
Historically Disadvantaged individuals	**14**	
a) Who had no franchise in national election before the 1983 and Constitution (7 points)	7	
b) Who is a female (5 points)	5	
c) Who has disability (2 points)	2	
Youth	**3**	
Locality	**3**	
TOTAL	**20**	

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]

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 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: ……………………………………………………………………….
……………………………………………………………………………………….
……………………………………………………………………………………….
……………………………………………………………………………………….

GENERAL CONDITIONS OF CONTRACT

1 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.

2 TABLE OF CLAUSES

1. Definitions
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GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchase in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

5.3 Any document, other than the contract itself mentioned in GCC clause.

5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11 Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods.

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods.

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause

21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restrictions; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes Limitation of liability

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

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

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

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

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

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

(b) the purchaser shall pay the supplier any monies due the supplier.

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (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.

34.1 Prohibition of Restrictive practices

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

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

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