

BID DESCRIPTION:**BID NUMBER: HSRC/13/2022/23**

Appointment of a service provider to undertake renovations to existing buildings and additional office space through modular prefabricated units for the HSRC Sweetwaters.

1. BACKGROUND OF THE HSRC

The HSRC is looking for a suitable service provider to renovate existing office space (conventional brick and mortar buildings) and additional space through modular prefabricated units to accommodate the Sweetwaters Office, Edendale, Pietermaritzburg, for approximately 120 staff members.

The HSRC was established in 1968 as South Africa's statutory research agency and has grown to become the largest dedicated research institute in the social sciences and humanities on the African continent, doing cutting-edge public research in areas that are crucial to development.

Our mandate is to inform the effective formulation and monitoring of government policy; to evaluate policy implementation; to stimulate public debate through the effective dissemination of research-based data and fact-based research results; to foster research collaboration; and to help build research capacity and infrastructure for the human sciences.

2. SPECIAL INSTRUCTIONS TO BIDDERS

- 2.1. Bidders shall provide full and accurate answers to the mandatory questions posed in this document. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional requirements. All required documents must be supplied as part of the submission.
- 2.2. Bidders must be registered on the National Treasury Central Supplier database (CSD) prior to submitting a bid. Note: Bidders registration on CSD will be verified.
- 2.3. Tax clearance and other registration compliance are the responsibility of the bidder.
- 2.4. Bidders who do not comply with the mandatory requirements will not be considered.
- 2.5. The bid must be valid for 90 days after tender closing date, bidders may withdraw from the bid with written notice without penalty.

3. Requirements

- | | |
|------------------------------|--|
| 3.1. Renovations | Provide proposal to renovate existing space and add new modular/prefab units as described. |
| 3.2. Location | See paragraph 5.2 below. |
| 3.3. Deposit | None. |
| 3.4. Bid Closing Date | See closing date under Submissions section 7. |
| 3.5. Project Completion Date | 15 November 2023. |
| 3.6. Commencement Date | 15 March 2023 |
| 3.7. Award of contract date | 28 February 2023 |

4. MANDATORY REQUIREMENTS

Failure to comply with any of the mandatory requirements will immediately disqualify the bid.

No.	Mandatory documents to be provided by bidder	Provided YES or NO
Compulsory Meeting		
4.1	Did a representative attend the compulsory on-site briefing session?	
Registration with the CIBD		
4.2	Provider must provide proof of current registration with CIBD minimum Grade 7	
Building Requirement		
4.3	Ensure that all requirements specified in the concept drawings and deliverables detailed in the TOR are met.	
Bidder agrees to provide the following certificates on completion of installation.		
4.4	Occupancy Certificate	
4.5	Electrical certificate of compliance.	
4.6	Structural engineer certificate where required.	
Insurance		
4.7	Submit evidence of professional cover/liability cover.	
Completed Provider Agreement		
4.8	Submit a completed provider agreement for the HSRC (Not only a template).	
Floor Plan and Detailed Schedules of Renovated Offices, Lavatory Facilities and Modular Buildings		
4.9	Submit proposed architectural drawings of the floor plan of the built office layout and detailed schedule for implementation.	
4.10	The bidder agrees to complete the fit out for the HSRC according to the submitted plans and schedules	
4.11	Proposal must be itemized with costs broken down per section as per the diagram/sectional index provided.	
Preparation and earthworks		
4.12	Provider to scope, cost and complete the required earthworks required for the placement of the prefabricated modular units.	
4.13	Provider to ensure connected utilities (water, electricity and sewerage) for all renovated spaces and modular buildings.	
4.14	Provider must possess the capacity to re-site existing modular units as per the referenced concept drawings, and facilitate connection thereof to main utilities.	
Confirmation of Manufacturing Capacity		
4.15	Confirm that modular/prefabricated units will be manufactured to the required standard off-site, and installed at the HSRC Sweetwaters premises per the submitted proposal.	

Schedule of guarantees/warrantees.		
4.16	Provide a schedule detailing guarantees or warranties covering (but not limited to): decking and awnings, electrical components, air conditioning units, modular/prefabricated units and renovations.	
Local production and content declaration		
4.17	Provider confirms and declares that cement, electrical cables; and steel products and components for construction will be produced and/or procured locally	

5. FUNCTIONAL SPECIFICATION

5.1. DETAILS PROPOSAL AND SCHEDULES

- 5.1.1. Bid must be for both renovation of existing offices and the construction/installation/connection to utility services of the required modular/prefabricated units.
- 5.1.2. The provider must undertake all refurbishments, construction and installation on behalf of the HSRC as per the submitted proposal in line with the Pricing Schedule.
- 5.1.3. A snag list shall be prepared and submitted within 30 days of occupation to the provider, who will attend to the defects within 30 days of receipt thereof, or a longer period agreed by both parties.
- 5.1.4. All certificates and compliance documents should be provided by the provider within three (3) months after completion of contracted scope of work.

5.2. **BUILDING LOCATION:**



5.2.1. The HSRC Sweetwaters offices are located at Portion 19 of farm Zwartkop Number 4699, Sweetwaters, Mpumza Traditional Authority Area, Pietermaritzburg.

- 5.3.2.5.1. Paint external walls, window and door frames
- 5.3.2.5.2. Refurbish and/or paint existing doors
- 5.3.2.5.3. Paint internal walls and ceilings
- 5.3.2.5.4. Paint exposed rafters and purlines under eaves

5.3.2.6. Utilities and Civils

5.3.2.6.1. Water

- 5.3.2.6.1.1. Prepare and move existing jojo tanks as per details below.

5.3.2.6.2. Electrical

- 5.3.2.6.2.1. Remove existing fluorescent light and replace with LED fittings within main buildings

5.3.2.7. Walkways/Awnings

- 5.3.2.7.1. Install as per manufacturers instructions
- 5.3.2.7.2. Provide minimum 2 year warranty
- 5.3.2.7.3. Allow for IBR sheets 0.5mm.
- 5.3.2.7.4. Spans between purlins not to exceed 2.8m
- 5.3.2.7.5. 150x100x75mm fascia box gutters
- 5.3.2.7.6. 150x50mm box beams for spans up to 6.0m
- 5.3.2.7.7. 76x2mm square galvanized and powdercoated uprights
- 5.3.2.7.8. 80mm PVC downpipe per 30m²
- 5.3.2.7.9. Aluminium rivets to fix sheets 4.815mm
- 5.3.2.7.10. M8 HDG nuts and bolts
- 5.3.2.7.11. Mastic and silicone to sealwater

5.3.2.8. Decking

- 5.3.2.8.1. Minimum 22mm x 110mm decking is attached to joists using manufacturer specified clips that fit into the side slots of the planks.
- 5.3.2.8.2. Clips to be fastened to decking with 75mm stainless steel/hot dip galvanized/copper/cadmium coated/brass/aluminum alloy screws.
- 5.3.2.8.3. Clip fitment system only – no nails/screws through planks.
- 5.3.2.8.4. If deck boards are not of sufficient length to cover the entire span of the deck, joints must be staggered to ensure greater strength and all joints must butt on a joist.
- 5.3.2.8.5. Double joisting should be used per plank end.
- 5.3.2.8.6. Deck planks should always end on a joist. No suspended decking.
- 5.3.2.8.7. Planks to be spaced 5mm apart to facilitate ease of cleaning.
- 5.3.2.8.8. Ensure appropriate support for walkway areas over 1m over ground as per manufacturer and safety regulations.

5.3.3. Modular Units

Modular prefabricated buildings must be manufactured off-site and delivered to the HSRC premises at the cost of the service provider in compliance with the applicable traffic, health and safety regulations;

- 5.3.3.1. Modular units must arrive internally fully fitted with utilities (water, electrical, network conduiting/wiring and sewer where applicable) or assembly and connection to main utilities.
- 5.3.3.2. Connection to main utilities are the responsibility of the service provider;
- 5.3.3.3. Maximum 7 working days after delivery to HSRC premises to assemble and connect to main utilities unless otherwise agreed to in writing by the HSRC;

5.3.3.4. Modular units to be built to the specifications below:

5.3.3.4.1. Chassis:

- 5.3.3.4.1.1. Chassis are constructed to run the full length and width of the building,
- 5.3.3.4.1.2. Chassis to be supported on adjustable levelling jacks placed on and including precast and precast concrete pads.
- 5.3.3.4.1.3. Levelling jacks to be fixed to concrete pads and chassis.
- 5.3.3.4.1.4. No member of the portal framework, except the ridge beam, shall project beyond face of any surfaces.
- 5.3.3.4.1.5. Minimum 200x75x20x3mm cold formed lip channel longitudinal main members run centrally the length of the building at 1640mm centres.
- 5.3.3.4.1.6. Minimum 75x50x20x2.5mm cold formed lip channel cross members are structurally welded at minimum 600mm centres spanning the width of the building.
- 5.3.3.4.1.7. All cross members are supported by minimum 40x40x3mm angle iron which span between the edge of the cross member and welded to the main member.
- 5.3.3.4.1.8. All single and double wide units to be fitted with screw jacks for easy levelling as standard, but tripod stands can be used where ground is uneven.
- 5.3.3.4.1.9. All steelwork is protected with pre painted red oxide primer and sprayed with industry standard black latex paint or epoxy coating

5.3.3.4.2. Floors

- 5.3.3.4.2.1. Minimum 18mm exterior hardwood (WBP) ply floorboard is fixed onto the cross members with minimum 12x45mm counter sunk galvanised screws.
- 5.3.3.4.2.2. The floorboard minimum 7 ply layers bonded under heat and hydraulic pressure using exterior grade adhesive as stipulated under SANS 929:2008.
- 5.3.3.4.2.3. Carpet tiles to be provided in office/meeting room units as indicated, adhesive bonded to the floor using industry standard materials.
- 5.3.3.4.2.4. Clinical areas and high traffic zones to be covered with industry grade vinyl flooring plastic welded at any joins to present a continuous floored surface.

5.3.3.4.3. Walls

- 5.3.3.4.3.1. Panel construction should be two part fire resistant substrate between two cladding layers in a heated moulding system compliant with SANS 10177-2
- 5.3.3.4.3.2. Claddings to be frost white 0.5mm ISQ230 (Z100) pre-painted hot-dip galvanised steel Chromadek .
- 5.3.3.4.3.3. Where framing is utilised, all timber is treated in accordance with SANS 1288.

- 5.3.3.4.3.4.The timber is treated using a vacuum pressure system of impregnation to a minimum dry salt retention of 6kg/m³.
- 5.3.3.4.3.5.Panels should be compliant with SANS 10177-2 and resistant to insects and rodents.
- 5.3.3.4.3.6.Wall system to be tongue and groove in concept providing a weather tight seal between panels with a lateral coverage of minimum 1179mm per panel.
- 5.3.3.4.3.7.Minimum panel thickness is 100mm, smooth finish.

5.3.3.4.4. Roofing

- 5.3.3.4.4.1.Double-pitch conventional roof required on all modular units.
- 5.3.3.4.4.2.Timber trusses permitted for single and double wide units. Steel trusses to be used for larger multi span units.
- 5.3.3.4.4.3.a. The eaves overhang to the one side of the building shall be 350mm measured horizontally from the external face of the external wall to the end of the eaves overhang.
- 5.3.3.4.4.4.The eaves overhang to the other side of the building shall be 1500mm measured horizontally from the external face of the external wall to the end of the of the eaves overhang.
- 5.3.3.4.4.5.The minimum height from the finished ground level to underside of lowest eaves overhang component is 2100mm.
- 5.3.3.4.4.6.All timber used to be treated in accordance with SANS 1288.
- 5.3.3.4.4.7.Ceiling finish to be white wallpaper
- 5.3.3.4.4.8.Panels to be placed on top of walls, fixed into place using screws on all panels and partitions.
- 5.3.3.4.4.9.Electrics are then run on top of the ceiling panel as necessary.
- 5.3.3.4.4.10. Minimum 38x38mm battens are run across trusses at minimum 500mm centres.
- 5.3.3.4.4.11. Minimum 0.58mm corrugated ISQ300 (Z200) roofsheets required with rubber polyclosures under roofsheets and ridge capping to ensure weather proofing.
- 5.3.3.4.4.12. All trim and fittings to match existing unless specified in writing by the HSRC.

5.3.3.4.5. Electrics, Networking and Plumbing

- 5.3.3.4.5.1.All units to be wired for connecting to a 220v single phase supply.
- 5.3.3.4.5.2.All electrics to be in accordance with SANS 10142-1 with earth leakage protection within the distribution board
- 5.3.3.4.5.3.Electrics to be run within the ceiling void and cored into the panels with PVC boxes inserted into panels and front plates are screwed over.
- 5.3.3.4.5.4.All electrics to be countersunk and linked through to network compatible powerstrip trunking.
- 5.3.3.4.5.5.All plumbing works to be fitted in line with the necessary building regulation codes and all fittings are SABS approved; using copper and Speedfit type pipes and fittings.
- 5.3.3.4.5.6.All units are require 22mm mains stop tap and waste outlets should be appropriately designed per use and location.

5.3.3.4.5.7.All renovated spaced and modular units to include network compatible power trunkings where power outlets are specified.

5.3.3.4.6. Windows

5.3.3.4.6.1.Windows to be manufactured from aluminium extrusions and naturally anodised as standard. Windows to be fitted with 4mm clear safety glass with obscure glass being fitted in ablution areas. All windows to be manufactured in accordance with SANS 10400 Part N.

5.3.3.4.7. Doors

5.3.3.4.7.1.Exterior doors to be manufactured from fully glazed aluminium and fitted with 4mm toughened clear glass or aluminium kick plate.

5.3.3.4.7.2.Interior doors to be manufactured as a composite door, frost white 0.5mm ISQ230 (Z100) pre-painted hot-dip galvanised steel.

5.3.3.4.7.3.Chromadek smooth sheets to be fixed either side of a timber frame and injected with polyurethane insulation.

5.3.3.4.7.4.Timber to be treated in accordance with SANS 1228:1994.

5.3.3.4.7.5.Each door leave to be fitted with three aluminium naturally anodised sinkless door hinges which is fixed into an aluminium naturally anodised door frame.

5.3.3.4.7.6.Union 3 lever locksets with zinc back plates to be fitted as standard

5.3.3.4.8. Skirting

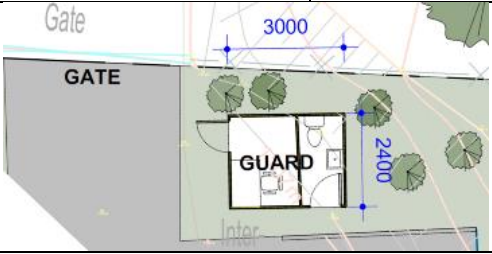
5.3.3.4.8.1.Install chromadek skirting all around each modular unit with 500mm spacing to close off access to basement of each unit.

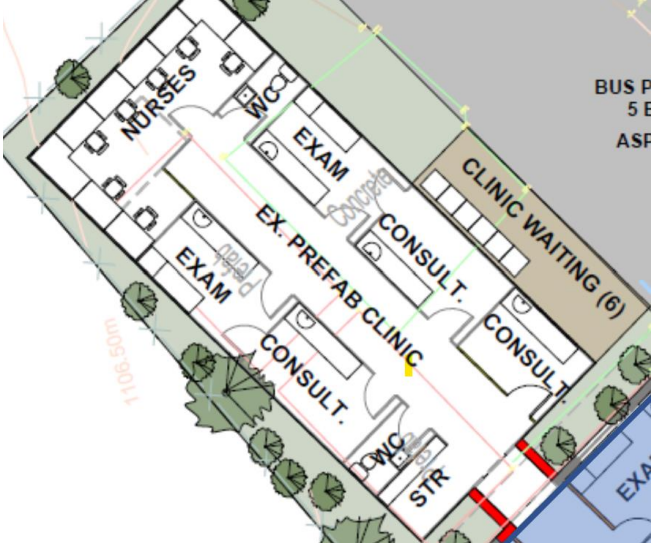
5.4. SPACE PLANNING


The bidder must provide a draft drawings detailing their proposed implementation as part of their bid proposal outlining the proposed office layout to fit the HSRC office requirements prior to the commencement of works for discussion. Bidder must allow for 2 review and feedback iterations where the HSRC commits to providing written feedback within 5 working days of receipt.

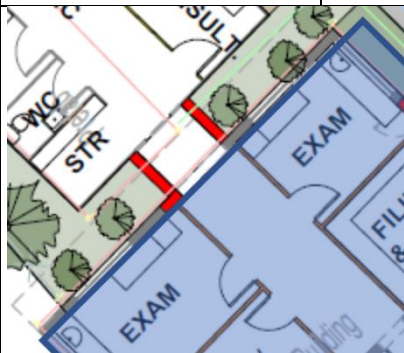

5.5. THE OFFICE AREAS

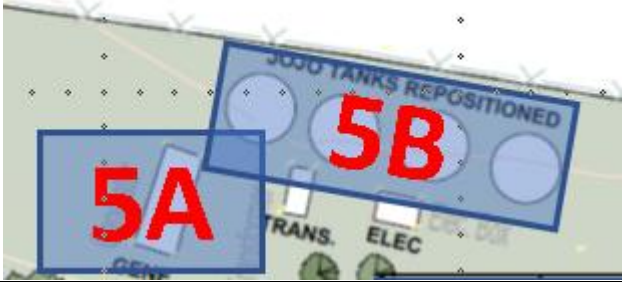


Section and Description	1. Security Unit	Utilities
		
<p>Modular unit, build off-site, install on-site in accordance with relevant specifications as detailed for modular units:</p> <p>Security Office:</p> <ul style="list-style-type: none"> • 3,0m x 2,4m modular unit • Network compatible powerstrip trunking with plug point x 2 • Install 1 x LED fluorescent light fitting • Sliding Style Window (approx W: 600mm x H: 900mm) x 1 • 1.2m wide awning (x2) over window and door • Burglar bars, blinds • Aluminium frame single glazed door • 4mm obscure glass panels • 9000 BTU airconditioner hot/cold <p>Security Ablutions:</p> <ul style="list-style-type: none"> • Porcelain closet (SABS approved residential type: closed couple) • Plumbing (Basin Set-Porcelain with pillar tap) • Windows: 500 X 500mm (Natural Anodised) 4mm Float Glass • Burglar bars/Blinds • Standard chromadek door 		<p>Electrical, Network, Water, Sewerage</p>

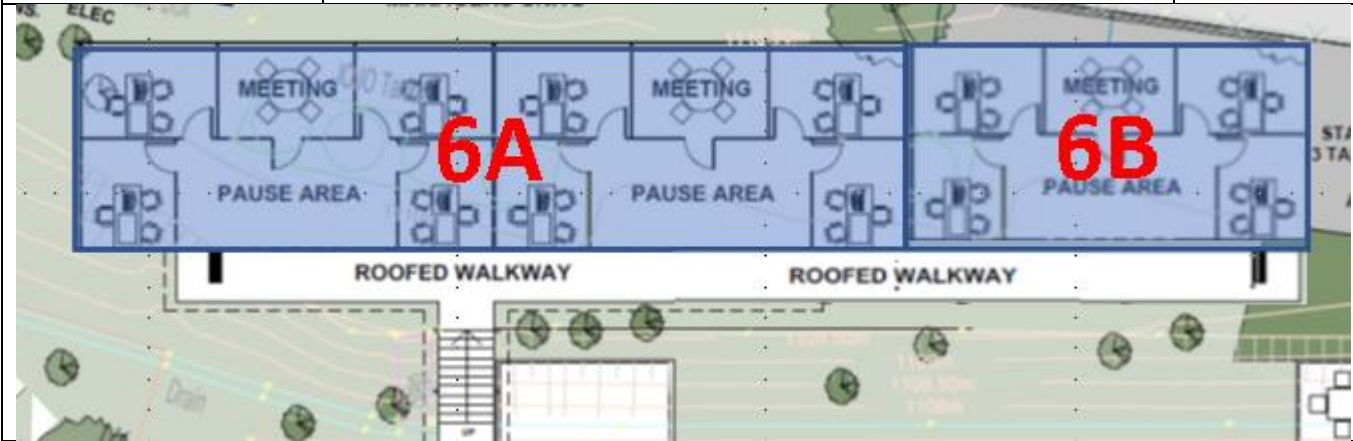
Section and Description	2. Modular clinic section	Utilities
		
<ul style="list-style-type: none"> • Dis-assemble existing unit, re-site to current location, re-assemble, connect utilities, connect to Clinic Extension (Section 4) via interleading door. • Minimum 1m wide wheelchair friendly ramp (maximum gradient 1:12) for access to clinic with handrails. • Ramp and access apron to ramp to be enclosed with minimum 350mm overhang beyond ramp edge. • Install exterior awning over aluminum framed glazed fixed sections enclosing ramp and waiting area. • Install 4mm glazed double framed aluminum doors beyond ramp and waiting area at entrance. 		<p>Water, Electrical, Network, Sewerage</p>

Section and Description	3. Site reception	Utilities
		
<ul style="list-style-type: none"> • Dis-assemble existing units (x 2), re-site to current location, • Re-assemble, connect utilities • Build awning connecting both units to create waiting area, • Install composite decking connecting reception units per manufacturers guidelines • Enclose decked area between modular units with aluminum framed fixed glazed sections (4mm glazing) accessible through folding/stackable aluminum framed (minimum 2500mm wide x 2100 height, panels 650 wide) doors to enclose waiting area where indicated. • Connect relocated modular buildings to utilities. <p>Include additional modular unit 6m x 3m subdivided into two offices:</p> <ul style="list-style-type: none"> • Network compatible powerstrip trunking with plug point x 2 • Install 1 x LED fluorescent light fitting • Awning style Window (13 approx. W: 600mm x H: 900mm) x 1 • Burglar bars, blinds • Aluminum frame single glazed door • 4mm obscure glass panels • 9000 BTU split airconditioning unit x 2 		<p>Water, Electrical, Network</p>

Section and Description	4. Clinic Extension	Utilities
		
<p>1. Interleading door to Modular Clinic (Section 2).</p> <p>2. Cut door opening to pharmacy</p> <ul style="list-style-type: none"> - Include installation of lintel install at 2,1m high - Plaster edges and make good <p>3. Allow to remove temporary boarding and restore doorway between passages</p> <p>4. Allow to remove window on side of building and install link to park home</p> <ul style="list-style-type: none"> - Build 1,5m x 1,5m raised platform - Build box with 9" walls 4,5m² - Fill, compact, cast concrete slab 1,5m² 25mpa concrete - Brick balance window opening and plaster 2 sides - Panel wall by others <p>Renovate current unisex toilets as below:</p> <p>BLOCK 1 FEMALE/MALE TOILETS</p> <p>1. Move existing geyser into ceiling void Includes supply of geyser tray</p> <ul style="list-style-type: none"> - Include electrical and plumbing connection <p>2. Remove existing floor and wall tiles and render good ±90m²</p> <ul style="list-style-type: none"> - Include shower step, floor and shower door <p>3. Remove 2 x existing external door frames and doors and brick opening</p> <ul style="list-style-type: none"> - 9" including plaster both sides <p>4. Install door opening from pharmacy</p> <ul style="list-style-type: none"> - Include 4,5" door frame and door <p>5. Build 2 x screen walls in female toilets ±5m²</p> <ul style="list-style-type: none"> - Include plaster both sides <p>6. Install door frame and door to male toilet</p> <p>7. Install 3 x wash hand basins with pedestal</p> <p>8. Install 4 x top flush closed couple toilets</p> <p>9. Recess all plumbing pipes (include connections to toilets and basins)</p> <p>10. Install 6 x 20watt LED round bulkhead</p> <p>11. Install 1 x 2 lever switch</p> <ul style="list-style-type: none"> - New position outside entrance door to switch both male and female toilets separately <p>12. Tile floor and walls up to 1,5m high ±120m²</p> <p>13. Prepare and paint ceilings and walls ±120m²</p>		<p>Water, Electrical, Network</p>

Section and Description	5. Back-up utilities: Generator and water storage tanks	Utilities
 <p>The image is a site plan or map showing the repositioning of JoJo tanks. Two blue rectangular callouts are overlaid on the map. The first callout, labeled '5A', points to a specific location. The second callout, labeled '5B', points to another location and contains the text 'JOJO TANKS REPOSITIONED'. Below the callouts, there are labels for 'TRANS.' and 'ELEC'. The map background shows a grid of points and some faint lines.</p>		
<ol style="list-style-type: none"> 1. Backup Generator Unit (5A) <ul style="list-style-type: none"> - Re-site generator to preferred location - reconnect electricals for full functionality. 2. Backup Water Tanks (5B) <ul style="list-style-type: none"> - Construct concrete platform, re-site tanks, reconnect for full functionality. 3. Cast a concrete slab ±20m² at 200mm thick 25mpa. Slab to be re-enforced (Ref 193 mesh) <ul style="list-style-type: none"> - Include ground prep, remove existing grass, rip and compact - Supply, lay and compact 200mm G5 material - Cast tie downs for JoJo tanks in concrete 4. Relocate current JoJo tanks and install on newly cast concrete <ul style="list-style-type: none"> - Reuse existing pipe link between tanks 5. Remove existing pump and install in new position next to JoJo tanks <ul style="list-style-type: none"> - Include new plumbing fittings to suite position 6. Install new power supply for water pump <ul style="list-style-type: none"> - ±20m 2,5mm 2 core armoured cable supply from meter box - Weather proof isolator and 20amp circuit breaker 7. Extend water mainline to JoJo tanks (±20m) 8. Allow for connection from water pump to water supply line to infrastructure <ul style="list-style-type: none"> - 22mm polycop pipe as per existing ±20m 		Water, Electrical

Section and Description	6. Manager office block	Utilities
-------------------------	-------------------------	-----------



1. Modular unit, build off-site, install on-site.

Install 18m x 6m modular prefabricated unit per modular unit specifications as applicable.
 Roofed walkway to extend across external sliding doors providing access to the stairs to the main office block.

Each 9m x 6m (total 3) unit to be sub-divided to allow for:

4 x individual offices

- Network compatible powerstrip trunking with plug point x 2
- Install 1 x LED fluorescent light fitting
- Awning style Window (16approx. W: 600mm x H: 900mm) x 1
- Burglar bars, blinds
- Aluminum frame single glazed door
- 4mm obscure glass panels
- 9000 BTU split airconditioning unit

1 x meeting room

- Network compatible powerstrip trunking with plug point x 4
- Install 1 x LED fluorescent light fitting
- Awning style Window (16approx. W: 600mm x H: 900mm) x 1
- Burglar bars, blinds
- Aluminum frame single glazed door
- 4mm obscure glass panels
- 9000 BTU split airconditioning unit

1 x entryway/pause area

- Access through double aluminum framed glazed 4mm obscure glass sliding doors

27m x 1.5m roofed walkway extending across unit

- Minimum 2.1m from eaves to ground
- Composite wood decking walkway minimum 1.5m wide per manufacturer instructions
- Connected to stairs to main office block
- Awning over walkway and connecting stairs to main block

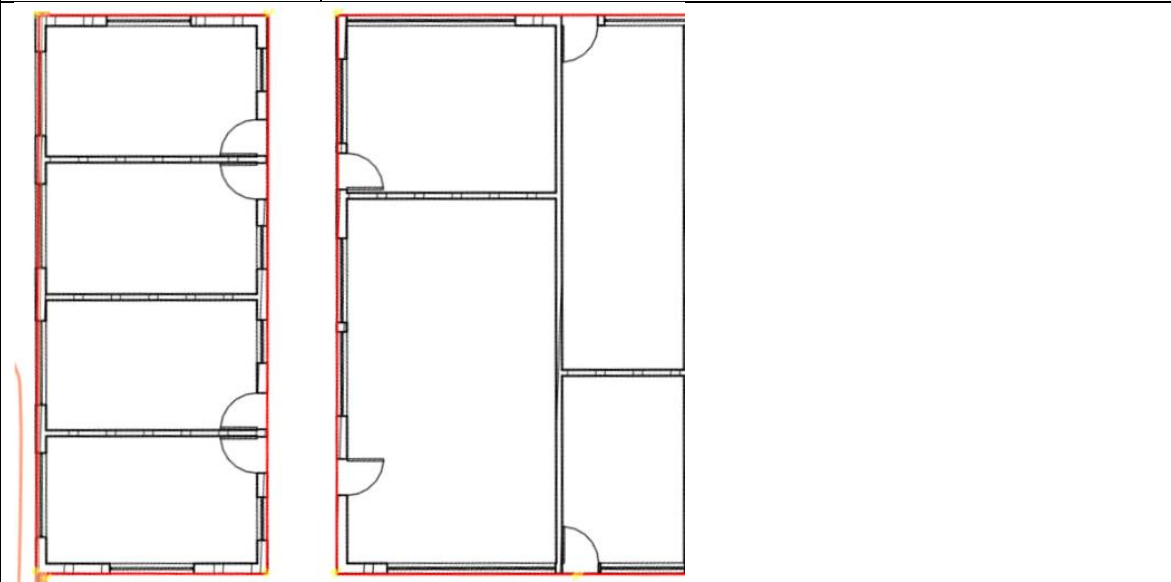
2. Ground preparation

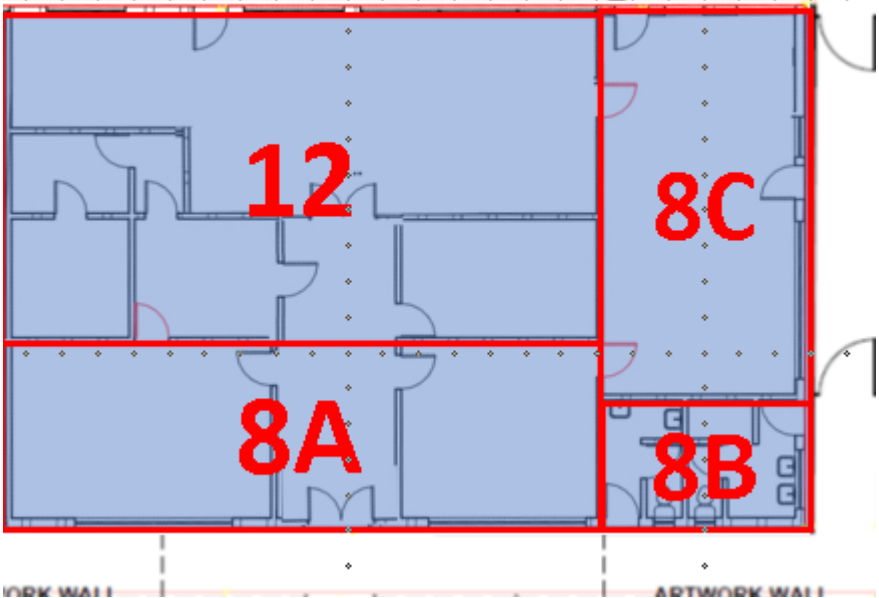
- Include 3 rows L13 Loffelstein retainer blocks
- Lay retainer blocks on concrete foundation 25mpa
- Remove existing earth ±60m3, rip and compact surface

- Fill and compact from fence to Loffelstein retainers $\pm 150\text{m}^3$ G5 material

3. Electrical connection from meter box to park home

- 60amp 3phase supply 16mm 4core ecc cable x 40m

Section and Description	7. Office Block 1	Utilities
		
<p>No structural renovations, ensure electricity supply to Section 7 is fully functional, ensure networking conduits are fully functional.</p> <ol style="list-style-type: none"> 1. Prepare and paint external walls 2. Prepare and paint window and door frames 3. Prepare and paint existing doors 4. Prepare and paint internal walls and ceilings 5. Prepare and paint exposed rafters and purlines under eaves 6. Replace existing fluorescent light fittings with LED light fittings x 12 		<p>Electrical, Network</p>

Section and Description	8. Office Block 2	Utilities
		
<p>Section 8A: No structural renovations, ensure electricity and network connections are fully functional.</p> <ol style="list-style-type: none"> 1. Prepare and paint external walls 2. Prepare and paint window and door frames 3. Prepare and paint existing doors 4. Prepare and paint internal walls and ceilings 5. Prepare and paint exposed rafters and purlines under eaves 6. Replace existing fluorescent light fittings with LED light fittings x 4 <p>Section 8B: Renovate current ablution facilities as below:</p> <p><u>MALE TOILET (CONVERT TO FEMALE TOILET)</u></p> <ol style="list-style-type: none"> 1. Remove urinal and existing toilets and render wall good 2. Demolish internal walls and steps from existing urinals and render floor good $\pm 8m^2$ 3. Build 4,5" partition walls for toilets $\pm 10m^2$ <ul style="list-style-type: none"> - Include 2 door frames and doors - Plaster walls both sides 4. Remove floor and wall tiles 5. Install 2 x close couple top flush toilets 6. Install 2 x wash hand basins with pedestals 7. Recess plumbing water pipes <ul style="list-style-type: none"> - Include new toilets and wash hand basins 8. Supply and install new tiles to floor and walls 1,5m high $\pm 45m^2$ 9. Paint ceiling and walls $\pm 45m^2$ 10. Replace light fitting in toilet + add 2 more <ul style="list-style-type: none"> - 20watt LED round bulkhead x 3 11. Supply and install extractor fan include wiring and isolator 12. Supply and install stainless steel soap dispenser, toilet roll holders and mirrors <p><u>FEMALE TOILET (CONVERT TO MALE)</u></p>	<p>Electrical, Network</p>	

1. Remove toilet and wash hand basins
2. Install urinal
3. Install top flush closed couple toilet
4. Install 1 x wash hand
5. Recess existing plumbing pipe including connection to toilet, urinal and wash basin
6. Remove existing floor and wall tiles and install new $\pm 30\text{m}^2$
7. Prepare and paint ceiling and walls $\pm 30\text{m}^2$
8. Recess electrical light switch + install new
9. Replace existing light fitting with 20watt LED round bulkhead
10. Supply and install soap dispenser, toilet roll holder and mirror

Section 8C

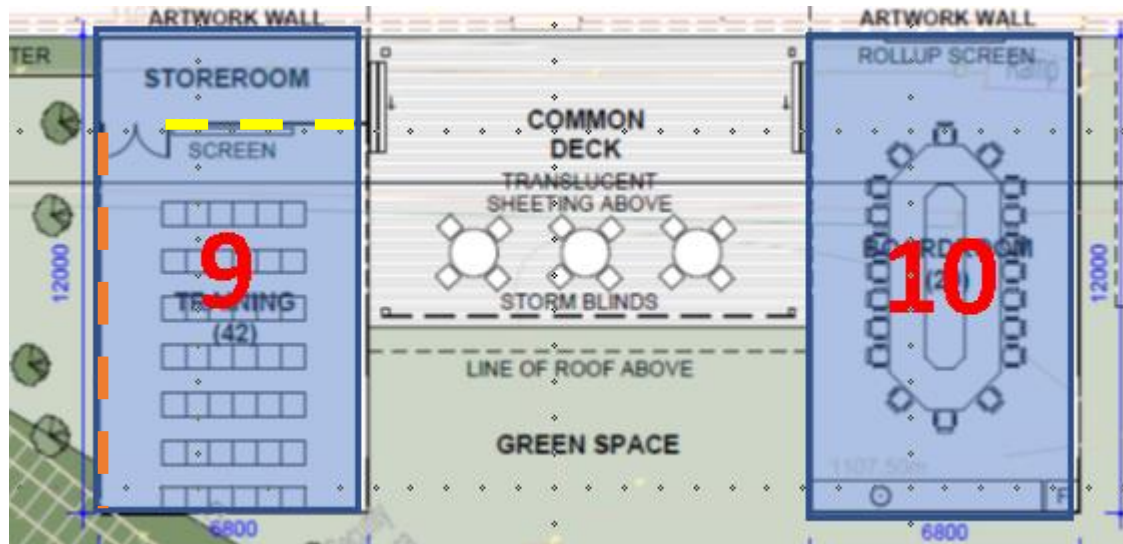
Renovate current kitchen and joint project manager office to merge into one meeting room space with kitchenette.

1. Demolish internal walls
2. Remove existing kitchen cabinets, fittings
3. Move existing geyser and reconnect to mini-kitchenette
4. Allow to install postform top with single sink and undercounter cabinets (2m)
5. Allow to install mixer tap
6. Allow to recess all plumbing pipes (include connections to geyser and sink)
7. Prepare and paint window and door frames
8. Prepare and paint existing doors
9. Prepare and paint internal walls and ceilings
10. Replace existing fluorescent light fittings with LED light fittings x 4

Section and Description

9. Training Room with Adjunct Storeroom

Utilities



Modular unit, build off-site, assembly and installation on-site only, connection to main utilities.

9 Water, Electrical, Network

Unit 9 – Training room and storeroom modular unit, build off-site, install on-site.

Install 12m x 6.8m modular prefabricated unit per modular unit specifications as applicable. Translucent awning to extend between Unit 9 and Unit 10 creating continuous space over the decking connecting the two units.

- Double aluminum door with 4mm glazing
- Aluminum stackable folding minimum 7 panel (5990mm wide x 2390mm high, 847 minimum panel width) doors installed aligned to same entry way on Unit 10.
- Network compatible powerstrip trunking with plug point x 10 along 12m length (orange dotted line)
- Network compatible powerstrip trunking with plug points x 4 along 6m length (yellow dotted line)
- Install 6 x LED fluorescent light fittings
- Minimum 4000m x 2390 aluminum fixed framed windows opposite screen-end
- Burglar bars, blinds
- Aluminum frame single glazed interleading door to storeroom
- 4mm obscure glass panels
- 3 x 18000 BTU split airconditioning units

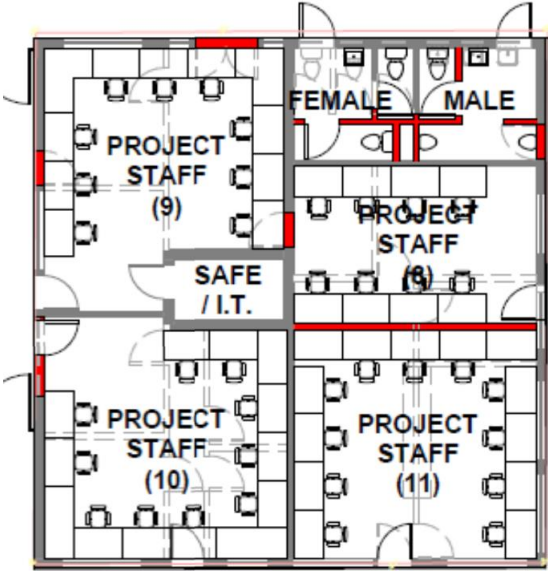
Common deck with overhead translucent awning

- Install composite wood deck per manufacturers standards connecting Unit 9 and Unit 10, approx. 6,8m x 9m.
- Install overhead translucent awning, minimum overhang over modular roof by 500mm
- Install storm blinds within roof line
- Ensure alignment of stackable folding aluminum doors between Unit 9 and unit 10 to allow extended meeting area

2. Ground preparation

- Remove existing earth, rip and compact surface
- Prepare preformed concrete slabs for modular unit chassis jacks

Section and Description	10. Main Meeting Room	Utilities
<p>Modular unit, build off-site, install on-site.</p> <p>Modular unit, build off-site, assembly and installation on-site only, connection to main utilities.</p> <p>Unit 10 – Main meeting room modular unit, build off-site, install on-site. Install 12m x 6.8m modular prefabricated unit per modular unit specifications as applicable. Translucent awning to extend between Unit 9 and Unit 10 creating continuous space over the decking connecting the two units.</p> <ul style="list-style-type: none"> • Double aluminum door with 4mm glazed panels • Aluminum stackable folding minimum 7 panel (5990mm wide x 2390mm high, 847 minimum panel width) doors installed aligned to same entry way on Unit 9. • Network compatible powerstrip trunking with plug point x 10 along 12m length (orange dotted line) • Network compatible powerstrip trunking with plug points x 4 along 6m length (yellow dotted line) • Install 6 x LED fluorescent light fittings • Minimum 4000mm x 2390 aluminum fixed framed windows opposite screen end • Burglar bars, blinds • Aluminum frame single glazed interleading door to storeroom • 4mm obscure glass panels • 3 x 18000 BTU split airconditioning units <p>2. Ground preparation</p> <ul style="list-style-type: none"> - Remove existing earth, rip and compact surface - Prepare preformed concrete slabs for modular unit chassis jacks 		<p>Water, Electrical, Network</p>

Section and Description	11. Office Block 4	Utilities
		
<p>MALE TOILET</p> <ol style="list-style-type: none"> 1. Remove entrance door and frame - Close opening with 9" brickwork (face external/plaster internal) 2. New entrance door opening - Removal of existing window - Installation of 9" steel door frame and door 3. Build toilet wall - 4,5" brick wall plastered 2 sides ±6m² 4. Build 2 x urinal screen walls ±8m² - 4,5" brick walls and plaster x 2 5. Install 2 x urinals complete 6. Install door frame and door to toilet 7. Supply and install 1 x toilet - Close couple top flush 8. Install 1 x wash hand basin with pedestal 9. Recess all plumbing pipes - New to toilets and wash hand basins 10. Supply and tile toilet floor and walls up to 1,5m high ±30m² 11. Prepare and paint walls and ceiling ±30m² 12. Additional cornice to new walls ±15m² 13. Move light switch to new position next to door opening - Includes new 1 lever light switch 14. Replace 2 x ceiling light fittings with 20watt LED round bulkheads 15. Install 1 x extractor fan - Include wiring and isolator 16. Allow to install toilet roll holders, soap dispensers and mirror above basin <p>FEMALE TOILET</p> <ol style="list-style-type: none"> 17. Remove window and install door opening - Includes installation of 9" steel door frame and door 18. Remove 3 x toilets 19. Demolish existing 4,5" partition walls ±11m² 20. Allow to brick new partition walls for toilet ±4m² 		<p>Water, Electrical, Network</p>

- 4,5" brick wall including plaster both sides
- 21. Install 2 x door frames and doors for toilets**
- 22. Install 2 x toilets**
 - Close couple top flush
- 23. Install 1 x wash hand basin with pedestal**
- 24. Recess all plumbing pipes**
 - New to toilet and wash hand basin
- 25. Tile floor and walls up to 1,5m high ±35m²**
- 26. Prepare and paint walls and ceiling ±35m²**
- 27. Additional cornice to new walls ±10m²**
- 28. Move light switch position next to new entrance door**
 - Includes new light switch
- 29. Replace light fitting with 20watt LED round bulkheads**
 - Include reposition where necessary
- 30. Install 1 x extractor fan**
 - Include wiring and isolator
- 31. Install toilet roll holders, soap dispensers and mirror above basin**

PROJECT STAFF 8

- 32. Demolish wall 4,5" 10m²**
- 33. Install new door opening**
 - Includes supply and fitting 9" door frame and door
- 34. Patch and skim ceiling**
- 35. Prepare and paint walls and ceiling ±65m²**
- 36. Carpet floor ±18m²**

PROJECT STAFF 9

- 37. Remove external double door and frame and brick opening**
 - 9" brickwork (face brick external, plaster internal)
- 38. Remove external single door and frame and brick opening**
 - 9" brickwork (face brick external, plaster internal)
- 39. Remove internal door and frame and brick opening**
 - 4,5" wall and plaster
- 40. Demolish internal walls ±25m²**
- 41. Patch and skim ceilings where walls are to be removed**
- 42. Replace ceiling board with water damage 3m x 900**
- 43. Replace carpet ±36m²**
- 44. Install double plug points x 6**
- 45. Remove existing light points and install 4 x LED fluorescent lights in new position**
- 46. Remove 3 x light switches**
- 47. Install 1 x 2 lever switch in new position for safe and project room**
- 48. Prepare and paint ceiling and walls ±110m²**

PROJECT STAFF 10

- 49. Remove window 2m x 900**
 - Install external door frame 9" and door
 - Brick balance of opening (face brick external, plaster internal)
- 50. Remove existing door and frame and brick opening (face brick external, plaster internal)**
- 51. Demolish internal walls ±45m²**
- 52. Remove existing floor tiles ±6m²**
 - Includes floor screed prep for carpet
- 53. Carpet floor area ±36m²**

54. Install 6 x double plug points

55. Remove existing light switches and install 1 x new next to new door opening

56. To remove existing light fittings and install 4 x LED fluorescent lights in new position

57. Replace damaged ceiling boards ±36m²

- Includes cornice ±25m

58. Paint ceiling and walls ±110m²

PROJECT STAFF 11

59. Demolish existing internal walls ±35m²

60. Build 4,5" wall (between Project staff 8 and 11) ±16m²

- Include plaster both sides

61. Remove existing floor tiles and replace with carpet ±42m²

62. Replace ceiling 42m²

- Include cornice 24m

63. Install 6 x double plug points

64. Remove existing lights and install 4 x LED fluorescent light fittings in new position

65. Remove existing light switches and install 1 in new position

66. Paint ceiling ±42m²

67. Prepare and paint walls ±70m²

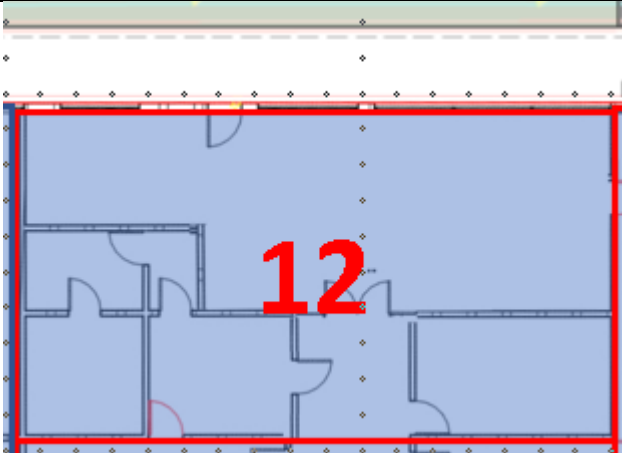
- Includes mesh preparation to cracks on wall ±15m²

Airconditioner Units:

4 x 12000 BTU units

4 x isolators and electricals as required

Section and Description	12. Office Block 3	Utilities
-------------------------	--------------------	-----------



Office Block 3

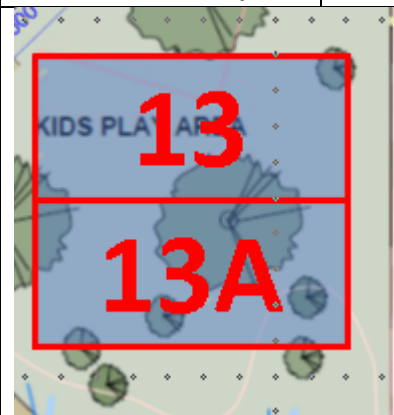
Improve access to current Project Managers/Qualitative Team spaces. Align current office manager demolishing current entryway and wall to create double door access to renovated area. Build internal wall per new position and new door-way. Create access from office manager office to store room and safe room.


Through the new double door entry way, renovate to remove internal walls and create open plan office as depicted.

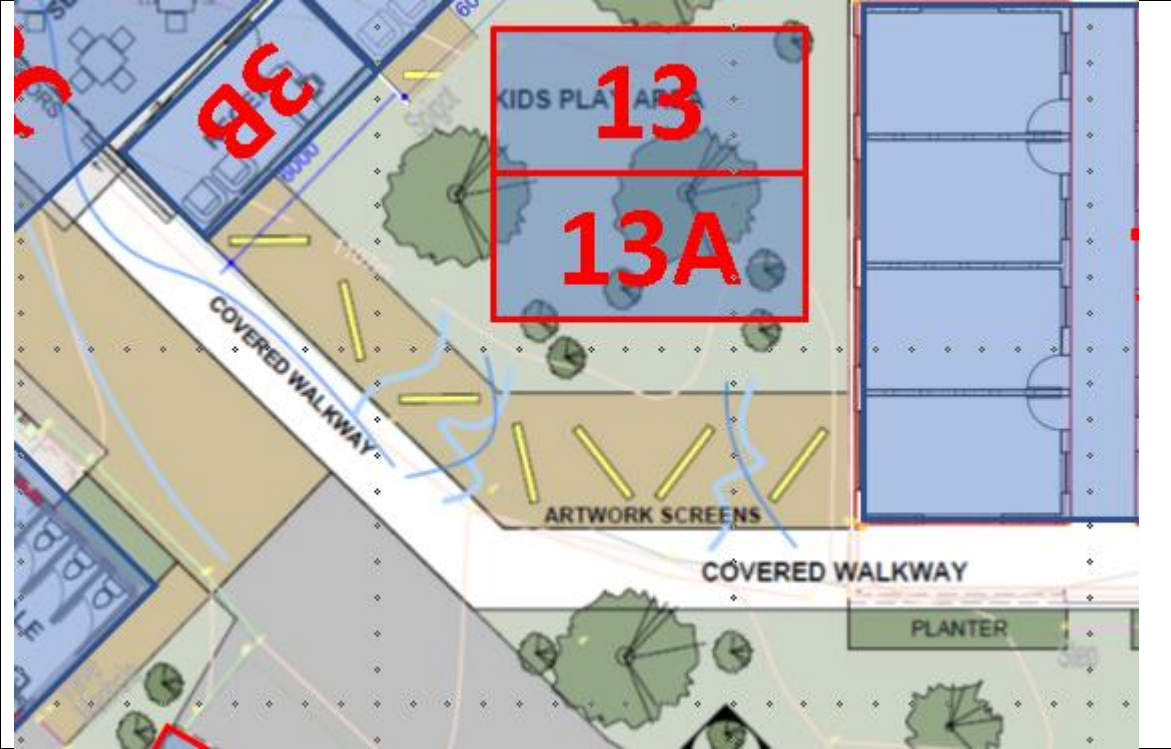
OFFICE NEXT TO RECEPTION

- **Demolish internal walls ±6m²**
- **Build 4,5" wall in new position ±6m²**
 - Include door frame and door
 - Include plaster both sides
- **Move light switch to new position**
- **Move aircon to new position**
- **Install double door frame and door leading to permanent staff room**
- **Remove drywall partition ±15m²**
- **Demolish 4,5" brick wall ±40m²**
- **Install door way from existing office to store/strong room**
 - Include door frame and door
- **Remove door to storeroom and wall to door height ±5m²**
 - Include installation of 2,5m lintel support for wall
- **Build wall to close entrance to new storeroom ±7m²**
 - Include plaster both sides
- **Remove existing external door frame and door and brick opening**
 - 9" brick work (face brick external and plaster internal)
- **Remove door and partition in existing printer room**
- **Install 6 x power poles**
 - Each power pole to have 4 x plug points
 - Networking points to be wired by others
- **Install 10 x LED fluorescent light fittings**
- **Prepare and paint ceiling and walls ±400m²**
- **Includes patching of ceiling where walls are to be removed ±10m²**
- **Replace carpets where walls are to be removed**

- Add 12000 BTU airconditioner unit with isolator

Section and Description	13. Staff canteen	Utilities
		
<p>Staff Canteen Modular unit, build off-site, install on-site. Canteen modular unit, build off-site, install on-site. Install Unit 13: 9m x 6.8m modular prefabricated unit per modular unit specifications as applicable. Translucent awning over composite decking (13A: 9m x 6.8m) extending canteen into open-air seating area.</p> <ul style="list-style-type: none"> • Aluminum stackable folding minimum 6 panel (minimum 4790mm x2100mm, 788mm single panel) doors leading onto 13A composite deck with roof awning. • Awning style Window (approx W: 600mm x H: 900mm) x 2 along 9m length • 600mm Chromadek counter along 9m length with 2 x drop-in sinks with hot/cold mixer (x2) and 2 x prep bowl with hot/cold mixer (x2) • Lockable undercounter cabinets along length for storage. • 2 x 25l instant water heater • Install 4 x LED fluorescent light fittings • 2 x 9000 BTU airconditioner units with isolator • Industrial vinyl flooring per spec described above. 	<p>13 Water, Electrical, Network</p>	

Section and Description	14. Storage Unit	Utilities
		
<p>Storage Unit Install 12m x 6.8m modular prefabricated unit per modular unit specifications as applicable.</p> <ul style="list-style-type: none"> • Double aluminum door with 4mm glazing. • Awning style Window (approx W: 600mm x H: 900mm) x 2 along 9m length facing site • Network compatible powerstrip trunking with 4 x plug points • Install 4 x LED fluorescent light fittings • Install adjustable shelving along 9m and 6m lengths, minimum 5 shelves • Include 12000 BTU airconditioner and isolator where required. 	<p>14 Electrical, Network</p>	

Section and Description	15. Walkway from Main Block to Reception	Utilities
		
<ol style="list-style-type: none"> 1. Deck and roofing extending main block walkway through to reception area. 2. Composite decking with polycarbonate roofing per manufacturers specifications (allow for approximately 50m x 1.5m walkway) 3. 7 x A0 size outdoor weatherproof anodised aluminum framed display units for content dissemination (2100mm x 1800mm) on suitably sunk frame/poles. 		
Section and Description	16. General preparation, utilities, services and project deliverables	Utilities
<p>Civils</p> <ol style="list-style-type: none"> 1. Bring through main electrics for new modular units: <ol style="list-style-type: none"> i. Install electricity supply to training and boardroom <ol style="list-style-type: none"> 1. Install 3 phase weather proof DB to side of training park home 2. 60m x 25mm 4 core ECC cable bury in ground 600mm deep 3. Supply from meter box 4. 1 phase for training, 1 phase for boardroom, 1 phase spare for future use 5. Include 60amp 3 phase MCB 5ka rating 6. Include 60amp 3 phase isolator 5ka rating ii. Make electrical connection to training room <ol style="list-style-type: none"> 1. 16mm 2 core ECC cable x 20m 2. Include supply MCB 60amp 1 pole 5ka rating 3. Earth park home (Install earth spike) 		

- iii. Make electrical connection to boardroom
 - 1. 16mm 2 core ECC cable x 40m
 - 2. Include supply MCB 60amp 1 pole 5ka rating
 - 3. Earth park home (Install earth spike)
- iv. Disconnect and make safe existing electricity supply to internet cafe, reception, and ex clinic
- v. Make electrical connection to internet cafe, reception, 2nd reception unit, managers unit, canteen, storage unit and ex clinic.
- vi. Re-route cable to suite new positions of park homes
 - 1. Allow for cable joints
 - 2. Allow for additional cable
 - 3. Allow for cable markers
 - 4. Allow for earthing per unit

2. Earthworks

- 1. Prepare the grounds for placement of new modular park homes, levelling and compacting as needed.
- 2. Prepare access areas to reception and clinical areas, leveling, laying gravel and compacting as needed for all-weather access during implementation.

3. Bring through water connections, sewerage and storm water drainage:

- i. Disconnect and close-off existing water supply to internet cafe, reception, and ex clinic
- ii. Provide water supply to internet cafe, reception, 2nd reception unit, managers unit, canteen, storage unit and ex clinic.
- iii. Ensure storm water lead off from modular units to existing storm water drainage

5. **EVALUATION CRITERIA**

Bid will be evaluated stages:

STAGE 0: PRE-QUALIFICATION

Without limiting the generality of HSRC’s other critical requirements for this Bid, bidder(s) must submit the documents listed in the Table below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase bidders’ response will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission may result in disqualification	
Invitation to Bid – SBD 1	Yes	Complete and sign the supplied pro forma document.
Tax Status Tax Clearance Certificate – SBD 2	Yes	Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder’s tax compliance status. (Refer Section 4.1.4) Proof of Registration on the Central Supplier Database (Refer Section 4.1.5) Vendor number Valid Tax Clearance Certificate pin.
Pricing Schedule - SBD 3.1	Yes	Complete and sign the supplied pro forma document.
Declaration of Interest – SBD 4	Yes	Complete and sign the supplied pro forma document.
HSRC Preference Claim Form – SBD6.1	Yes	Non-submission will lead to a zero (0) score on B-BBEE
Declaration Certificate for Local Production and Content for Designated Sectors	Yes	Complete and sign the supplied pro forma document.
Registration on Central Supplier Database (CSD)	No	The Bidder must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.

<ul style="list-style-type: none"> Failure to submit CV's or incomplete CV's of the personnel listed in the scoring below will be scored zero. <p>CVs of the construction team of not more than 2 pages in addition to the relevant certification/qualification for each team member should be attached to this schedule.</p> <p>0= No response; 4= Tenderer has submitted 1 resource with minimum 5 years relevant experience 6= Tenderer has submitted 1 resource with minimum 5 years relevant experience and NQF6 or higher 8= Tenderer has submitted 2 resources with minimum 5 years relevant experience; 12= Tenderer has submitted 2 resources with minimum 5 years relevant experience and NQF6 or higher; 14= Tenderer has submitted 3 resources with minimum 5 years relevant experience; 16= Tenderer has submitted 3 resources with minimum 5 years relevant experience and NQF6 or higher; 18= Tenderer has submitted 4 resources with minimum 5 years relevant experience; 20= Tenderer has submitted 4 resources with minimum 5 years relevant experience and NQF6 or higher;</p>		
<p>3. Implementation methodology</p> <p>a) The Tenderer is discouraged from producing a generic method statement. The method statement must be concise and clearly demonstrate how this project will be implemented as per the contents and details in the index below.)</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <ol style="list-style-type: none"> 1. Introduction: Description of the project, location and the client 2. Scope: Demonstrate understanding of the scope of work. Must be itemised and detailed according to the modular/renovation areas detailed and costed in this scope of work as below: <ol style="list-style-type: none"> a. Security unit (1) b. Modular Clinic Unit (2) c. Site reception area and auxiliary prefab unit (3) d. Clinic Extension (4) e. Back-up utilities: generator and water storage tanks relocation/reconnection (5) f. Manager office block (6) g. Office Block 1 (7) h. Office Block 2 (8) i. Training room with adjunct storeroom j. Main meeting room k. Office Block 3 (11) l. Office Block (12) m. Staff Canteen and Enclosed Awning Area (13) n. Storage Unit (14) o. Walkway (15) p. General civils, preparatory utiitiies (16) 3. Working Access: Site access, working hours, and details of site establishment area 4. Plant & Equipment: List of Plant and equipment to be used and maintenance plan during construction 5. Materials: Ordering, delivery and storage of materials 6. Method of Work Describe the sequence of work, activities and programme 7. Risk management Risk and controls in place, programme and time management 8. Communication Organogram, communication plan indicating roles and responsibilities 9. Quality Control: Supervision, quality and document control plan 10. Health and safety: Health and safety plan, safe working, dust control, protective wears, medical reports, etc 11. Project Close-out Remedial works, COCs, As-built drawings, manuals and guarantees, etc </div> <p>0= No information provided; OR irrelevant information provided, 1= The Method statement is generic and include at least any four (4) of the requirements indicated in the table above. 5= The Method statement is generic and include at least any six (6) of the requirements indicated in the table above.</p>	20	

<p>10= The Method statement is generic and include at least any eight (8) of the requirements indicated in the table above.</p> <p>15= The method statement is not generic and includes all of the requirements indicated in the table above but is not adequately detailed.</p> <p>20= The method statement is not generic and includes all of the requirements indicated in the table above and is satisfactory.</p>		
<p style="text-align: center;">4 Proposed timeline for project execution:</p> <p>Submit a detailed programme clearly decomposing the construction activities by indicating the hierarchy of activities. The activities shall indicate the duration and the dependencies between the tasks. In addition to construction activities, the programme is to allow and include for the following:</p> <ul style="list-style-type: none"> • Any anticipated delays implementing the project • 15 working days for project delays such as but not limited to inclement and exceptionally inclement weather and an extension of time shall only be considered for inclement and exceptionally inclement weather beyond this Fifteen (15) working day period. <p>The overall project duration is 8 Months including any anticipated breaks. For the purpose of evaluating this Tender, the start date is 15 March 2023.The successful tenderer will be requested to revise the programme to accommodate any shift in the start date if amended by the HSRC on award.</p> <p>NOTE: Should the tender programme exceed the project duration of 8 months (8 months including the any anticipated breaks, and provision for project delays), the tenderer shall be scored zero points for this section.</p> <p>0= No Response or exceed project duration;</p> <p>1= The programme/ implementation plan only shows main activities with no dependencies between them and the project duration is within the project period;</p> <p>5= The programme/ implementation plan DOES NOT clearly show all activities, the dependencies between them are NOT in a logical sequence and project duration is within the project period;</p> <p>10= The programme/ implementation plan clearly shows all activities, the dependencies between them are in a logical sequence and project duration is within the project period;</p> <p>15= The programme/ implementation plan clearly shows all activities, the dependencies between them are in a logical sequence and project duration is within the project period. In addition, the durations of each activity are clear indicated and is appropriate and realistic.</p> <p>20= The programme/ implementation plan clearly shows all activities, the dependencies between them are in a logical sequence and project duration is within the project period. In addition, the durations of each activity are clear indicated and is appropriate and realistic and the programme clearly indicates the project's critical path.</p>	20	
<p>TOTAL POINTS OF FUNCTIONALITY =</p>	100	

Bidders who fail to obtain a minimum threshold score of 70% on functionality will not be considered for further evaluation on price and B-BBEE.

TENDERERS EXPERIENCE SCHEDULE AND CLIENT REFERENCE SHEET

#	Client (Please provide name, contact person and telephone number)	Brief Project Title	Project Summary (Not exceeding 2-3 lines)	Modular/Prefab components provided (Yes/No)	Mod. Unit manufacture Off-site (Yes/No)	Delivery/assembly site (Yes/No)	Fixed building renovation/new build involved (Yes/No)	Earthworks/Utilities connection involved (Yes/No)	Project Contract Value	Project Duration	Year Completed	Project Technical Contact Person and Telephone Number
	XYZ PTY LTD Ms A Client EG 033 123 1234	Additional space and existing building renovations, Pretoria CBD Office, Tshwane, Gauteng.	Provided 220 sqm additional modular offices (10). Renovations to existing bathrooms and meeting rooms. Upgrade of gate/driveways.	Yes	Yes	Yes	Yes	Yes	RS Million	6 months	2021	ABC Technical Consulting Ms A Technical 033 123 1234
1												
2												
3												
4												
5												

STAGE: PRICE AND PREFERENCE POINTS

30. PRICE AND B-BBEE EVALUATION (80+20) = 100 POINTS

Only Bidders that have met the 70-points threshold the functional evaluation will be evaluated in for Price and B-BBEE.

Price and B-BBEE will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be evaluated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of

The bid price (maximum 80 points)

B-BBEE status level of contributor (maximum 20 points)

Price Evaluation (80 Points)

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

The following formula will be used to calculate the points for price:

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

BBEE Evaluation (20 Points) – BBEE Points allocation

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

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

- a) Failure to submit a fully complete B-BBEE certificates/ sworn affidavit will lead to no award of points for preference.
- b) The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- c) Bidders are requested to complete the various preference claim forms in order to claim preference points.
- d) Only a bidder who completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- e) HSRC may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made with regard to their B-BBEE status.
- f) Points scored will be rounded off to the nearest 2 decimals.
- g) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- h) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
- i) Joint ventures, consortiums and trusts.
 - i. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
 - ii. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- iii. Bidders must submit concrete proof of the existence of joint venture and/ or consortium arrangements. HSRC will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- j) The joint venture and/ or consortium arrangements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/ parties in respect of matters pertaining to the joint venture and/ or consortium arrangement.
- k) Subcontracting after award of tender
 - i. A person awarded a contract may only enter into a subcontracting arrangement with the approval of HSRC
 - ii. A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below stipulated minimum threshold.
 - iii. A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

5. **SUBMISSIONS**

- a) Bid documents may either be posted to HSRC Building, 134 Pretorius Street Pretoria (preferably registered mail) OR placed in the tender box OR couriered **to HSRC Building, 134 Pretorius Street Pretoria before the closing date and time.**
- b) **NB:** The HSRC shares the building with the Department of Social Development (DSD). Bidders are requested to ensure that their bid documents are deposited in the correct tender box. Bid documents deposited in the wrong tender box and received from DSD after the closing date will not be considered.
- c) Bid documents will only be considered if received by the HSRC before the closing date and time, regardless of the method used to send or deliver such documents to the HSRC.
- d) The bidder(s) are required to submit **two (2)** copies. One Original (hardcopy) and 1 electronic copy on a **USB** by the Closing date stated below. Each file and the **USB** must be labelled and marked correctly and sealed separately for ease of reference during the evaluation process.

Table 1: Bid timelines

Activity	Due Date
Advertisement of bid on Government e-tender portal / print media / HSRC website	02 December 2022
Compulsory on-site briefing and clarification session. No attendance will lead to automatic disqualification.	Date: 12 December 2022 Venue: HSRC Sweetwaters offices, Pietermaritzburg. Here are the coordinates and Google Maps reference:

	https://goo.gl/maps/JgodRTS22AbHzL3o8 -29.602581642038885, 30.28392785606042 Time: 11:00
Closing date for bid-related enquiries	15 December 2022
Publication of questions and answers on HSRC website	18 January 2023
Bid validity	The bid must be valid for a period of 90 days from the closing date
Bid closing date	03 February 2023
Notice to bidder(s)	HSRC will endeavor to inform bidders of the progress until conclusion of the tender.

- e) All dates and times in this bid are South African standard time.
- f) Any time or date in this bid is subject to change at the HSRC's discretion.
- g) The establishment of a time or date in this bid does not create an obligation on the part of the HSRC to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the HSRC extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

6. **SUPPLIER DUE DILIGENCE**

The HSRC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

7. **GENERAL CONDITION OF CONTRACT**

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a) The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which the HSRC is prepared to enter into a contract with the successful Bidder(s).
- b) The bidder submitting the General Conditions of Contract to the HSRC together with its bid, duly signed by an authorised representative of the bidder.

8. **CONTRACT PRICE ADJUSTMENT**

No contract price are anticipated in this procurement contract start date.

9. **SERVICE LEVEL AGREEMENT**

- a) Upon award the HSRC and the successful bidder/s will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the HSRC more or less in the format of the draft Service Level Indicators included in this tender pack.

- b) The HSRC reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder/s by amending or adding thereto.

Bidder(s) are requested to:

- a) Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
- b) Explain each comment and/or amendment; and
- c) Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- d) The HSRC reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the HSRC or pose a risk to the organisation.

10. **SPECIAL CONDITIONS OF THIS BID**

The HSRC reserves the right:

- a) To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- b) To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- c) To accept part of a tender rather than the whole tender
- d) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- e) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- f) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- g) Award to multiple bidders based either on size or geographic considerations.

11. **HSRC REQUIRES BIDDER(S) TO DECLARE**

In the Bidder's Technical response, bidder(s) are required to declare the following:

Confirm that the bidder(s) is to: –

- a) Act honestly, fairly, and with due skill, care and diligence, in the interests of the HSRC
- b) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c) Act with circumspection and treat the HSRC fairly in a situation of conflicting interests;
- d) Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e) Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the HSRC
- f) Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g) To conduct their business activities with transparency and consistently uphold the interests and needs of the HSRC as a client before any other consideration; and
- h) To ensure that any information acquired by the bidder(s) from the HSRC will not be used or disclosed unless the written consent of the client has been obtained to do so.

12. **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

The HSRC reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of HSRC or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a) Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b) Seeks any assistance, other than assistance officially provided by a government entity, from any employee, advisor or other representative of a government entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a government entity;
- c) Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the HSRC's officers, directors, employees, advisors or other representatives;
- d) Makes or offers any gift, gratuity, anything of any value or other inducement, to any government entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a government entity;
- e) accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f) pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g) has in the past engaged in any matter referred to above; or
- h) has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

13. **MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that the HSRC relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

- a) It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the HSRC against the bidder notwithstanding the conclusion of the Service Level Agreement between the HSRC and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

14. **PREPARATION COSTS**

- a) The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process.
- b) Furthermore, no statement in this bid will be construed as placing the HSRC, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

15. **INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, the HSRC incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the HSRC harmless from any and all such costs which the HSRC may incur and for any damages or losses the HSRC may suffer.

16. **PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

17. **LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. The HSRC shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

18. **TAX COMPLIANCE**

- a) No tender shall be awarded to a bidder who is not tax compliant. The HSRC reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance
- b) Certificate to the HSRC, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The HSRC further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

19. **TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The HSRC reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

20. **AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the HSRC may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

21. **PAYMENT SCHEDULE AND CERTIFICATION OF COMPLETED WORKS**

- a. No advance payments will be made in respect of this scope of work.
- b. Payments will be made for completed work or material procured for this scope of work as certified by a qualified and professionally registered quantity surveyor appointed to this contract.

- c. Invoices for payment supported by the duly certified supporting documents may be submitted monthly.
- d. A retention amount of 10% of the total contract value will be held by the HSRC until all matters identified on the final rectification snag list are attended and resolved in line with the agreed scope of work.

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	BID NUMBER: HSRC/13/2022/23	CLOSING DATE:	03 February 2023	CLOSING TIME:	11:00am
DESCRIPTION	Appointment of a service provider to undertake renovations to existing buildings and additional office space through modular prefabricated units for the HSRC Sweetwaters.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
HSRC Building					
134 Pretorius Street					
Pretoria					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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]					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	

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
- DOES 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 IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

1. PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED. IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder	Bid number:
Closing Time: 11:00	Closing date:

OFFER TO BE VALID FOR...**90**.....DAYS FROM THE CLOSING DATE OF BID.

This Annexure should be completed and signed by the bidder's authorized personnel as indicated below. Note: Final price must be VAT Inclusive and must be quoted in South African Rand (ZAR). The bidder will be required to price on the following per the sections in the scope of work to be detailed in the final service level agreement :

Cost Breakdown:			
Item	Unit	Price per unit	Total Cost Exc VAT
1. Security unit (1)			
2. Modular Clinic Unit (2)			
3. Site reception area and auxiliary prefab unit (3)			
4. Clinic Extension (4)			
5. Back-up utilities: generator and water storage tanks relocation/reconnection (5)			
6. Manager office block(6)			
7. Office Block 1 (7)			
8. Office Block 2 (8)			
9. Training room with adjunct storeroom (9)			
10. Main meeting room (10)			
11. Office Block 3 (11)			
12. Office Block (12)			
13. Staff Canteen and Enclosed Awning Area (13)			
14. Storage Unit (14)			

15. Walkway (15)			
16. General civils, preparatory utiltiies (16)			
Total			
VAT @15%			
Total Bid Cost Including VAT			

Important: It is mandatory to indicate your total bid price as requested above. NOTE: All prices must be VAT inclusive and must be quoted in South African Rand. -** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

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

.....

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 consortium² 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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated not to exceed R50 million or exceed R50 million (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80 or 90
B-BBEE STATUS LEVEL OF CONTRIBUTION	20 or 10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the service provider and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate as well as the consolidated B-BBEE certificate for the trust, consortium or joint venture (should the entity wish to claim preference points)
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete 7 below:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

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

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor
- iii) The B-BBEE status level of the sub-contractor
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT registration number

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transportation, etc.
- [TICK APPLICABLE BOX]

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

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

- 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 paragraph 7, the service provider may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to

make less favourable arrangements due to such cancellation;

- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS:

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____Cement_____	__100__%
_____Electrical cables_____	90__%
_____Steel products and components for construction_	__100__%

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

(Tick applicable box)

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

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

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

.....

NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

General Conditions of Contract

THE GENERAL CONDITIONS OF THE CONTRACT WILL FORM PART OF ALL BID DOCUMENTS AND MAY NOT BE AMENDED

THE NATIONAL TREASURY
Republic of South Africa



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 purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods
- 1.22 "Republic" means the Republic of South Africa
- 1.23 "SCC" means the Special Conditions of Contract
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid 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 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms.
- (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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (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 fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the

- exception of any price adjustments 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties** 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default** 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part.
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

24. Anti-dumping and countervailing duties and rights

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

contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or wilful 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. 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.

.....
Signature

.....

Date

.....
Position

.....

Name of Bidder