3233 Nokukhanya Luthuli Street
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website: www.luthulimuseum.org.za

RFQ NUMBER	**RFQ LM 2026/0088**
RFQ DESCRIPTION	**APPOINTMENT OF PROFESSIONAL ENGINEERING CONSULTANTS TO CONDUCT A SEWER SYSTEM CONDITIONAL ASSESSMENT AT LUTHULI MUSEUM**
RFQ ISSUE DATE	**18 NOVEMBER 2026**
COMPULSORY BRIEFING SESSION	**25 NOVEMBER 2026 AT 11H00** **(PERSONS ARRIVING AFTER 11H15 WILL NOT BE CONSIDERED AS HAVING ATTENDED THE COMPULSORY BRIEFING SESSION)**
CLOSING DATE & TIME	**02 DECEMBER 2026 AT 11H00**
LOCATION FOR SUBMISSIONS	scmofficer@luthulimuseum.org.za **PLEASE E-MAIL ALL REQUESTED DOCUMENTS COMBINED IN 1 PDF ATTACHMENT PLEASE NOTE THAT THE LUTHULI MUSEUM WILL NOT BE ACCEPTING HAND DELIVERED PROPOSALS**
NUMBER OF DOCUMENTS	**1 SOFT COPY**

For enquiries, please contact scmofficer@luthulimuseum.org.za **before closing date of the RFQ**.

The Luthuli Museum request your quotation on the services listed above. Please furnish us with all the information as requested and return your quotation on the date and time stipulated above. **Late and incomplete submissions will invalidate the quotation submitted.**

SUPPLIER NAME: ……..

NATIONAL TREASURY (CSD) SUPPLIER NUMBER: ……

POSTAL ADDRESS: ……

CELL/ TELEPHONE NO: ……

EMAIL ADDRESS: ……

CONTACT PERSON: ……

SIGNATURE OF BIDDER: ……

BID PRICE: ……

SUPPLIER REGISTRATION ON CSD

Prospective suppliers must register on the National Treasury Central database in terms of National Treasury circular no 4A of 2016/17. The bidder must register prior to submitting a proposal/bid.

RETURNABLE DOCUMENTS CHECKLIST

Quotation invitation document must be completed, signed and submitted by the authorised Company representative. All forms must be properly completed; list below serve as a checklist of your RFQ submission.

(Tick in the relevant block below)

	DESCRIPTION	YES	NO
1.	Central Supplier Database **Full Registration Report**		
2.	Pricing Schedule / Quotation		
3.	**Valid** SARS Tax Pin		
4.	**Valid** BBBEE Affidavit/ Certificate		
5.	CIPC Registration Documents		
6.	Director (s) **Certified** ID Copy		
7.	Proof of **Business Address**		
8.	Company Profile		
9.	At least 3 Traceable Reference Letters on Company Letterhead (Not older than 5 Years)		
10.	CVs and Education Qualifications of Key Personnel		
11.	Methodology/ Project Approach		
12.	Professional Engineering Registration/ accreditation to Engineering Body (ECSA, SACQSP, SACPCMP, etc)		
13.	Public Liability Insurance		
14.	COIDA Certificate/ Letter of Good Standing		
15.	SBD 4 – Bidder Declaration		
16.	SBD 6.1 – Preferential Procurement Claim Form		
17.	General Conditions of Contract (GCC) **(To initial all pages)**		

Note: This RFQ must be completed and signed by the authorised company representative.

LUTHULI MUSEUM RFQ CONDITIONS

1. **QUOTATION CONDITIONS**

a) **Luthuli Museum** does not bind itself to accept the lowest or any RFQ, nor shall it be responsible for or pay any expenses or losses which may be incurred by the bidder in the preparation and delivery of the RFQ.
b) No RFQ shall be deemed to have been accepted unless and until a formal contract/letter of intent is prepared and executed.

c) **Luthuli Museum** reserves the right to:

I. Not evaluate and award RFQ that do not comply strictly with the requirements of this RFQ.
II. Select solely on the information received in the RFQs and Enter into negotiations with any one or more of the preferred bidders(s) based on the criteria specified in the evaluation of this RFQ.
III. Contact any bidder during the evaluation process, to clarify any information, without informing any other bidders, and no change in the content of the RFQ shall be sought, offered, or permitted.
IV. Award a contract to one or more bidder(s).
V. Withdraw the RFQ at any stage
VI. Accept a separate RFQ or any RFQ in part or full at its own discretion.
VII. Cancel this RFQ or any part thereof at any stage as prescribed in the PPPFA regulation.
VIII. Select the bidder(s) for further negotiations based on the greatest benefit to **Luthuli Museum** and not necessarily based on the lowest costs

2. COST OF BIDDING

The bidder shall bear all costs and expenses associated with the preparation and submission of its RFQ, and the **Luthuli Museum** shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection processes.

INTRODUCTION

The Luthuli Museum intends procuring professional engineering services from qualifying and experienced engineering consultants to conduct a conditional assessment of the museum's conservancy sewer system and provide solutions in terms of the (1) repair work where damage is identified and (2) upgrading of the system to meeting growing needs of the organization. The project aims to establish an efficient, durable and environmentally complaint waste management system.

In the instance where repair work needs to be undertaken, the service provider will be requested to provide a risk-based intervention plan that includes the scope of works; costing and timeline for the implementation of the works.

The consultant's responsibility will therefore include overseeing the project implementation to ensure quality and project compliance, and finalize the project with inspections, approvals, completion reports, and as-built drawings.

SPECIAL CONDITIONS

1. No sub-contracting will be permitted without the approval and consent of the Project Officer due to knowledge and experience required in order to render an effective service towards the required work.
2. Once appointed, no additional costs incurred by consultant will be accepted by the Museum.
3. Therefore, all anticipated costs should be included in this quotation.
4. The successful consultant will be required to submit a Letter of Good Standing in terms of COIDA; or his/her latest assessment and proof of payment thereof; or proof of registration with the Compensation Commissioner (only in cases of a new registration), prior to commencement of work.
5. The consultant must take all necessary precautions to ensure that he/she complies in all respects with the environmental safety legislation and the Occupational Health and Safety Act (OHSA) aimed at protecting the health and safety of workers and others in the workplace.

TERMS OF REFERENCE

APPOINTMENT OF PROFESSIONAL ENGINEERING CONSULTANTS TO CONDUCT A SEWER SYSTEM CONDITIONAL ASSESSMENT AT LUTHULI MUSEUM

1. BACKGROUND AND DISCUSSION

1.1 The Luthuli Museum has identified and prioritized the need to appoint a suitably qualifying and experienced engineering consultants to perform professional conditional assessment and oversee project implementation of the museum's sewer system.

1.2 The museum sewer system consists of 3x 8000L conservancy tanks buried at the front of the Nokukhanya Luthuli Resource Centre building.

1.3 The construction of the tanks was conducted in 2018 together the with the Resource Centre building.

1.4 The museum has been experiencing blockages and rapid filling up of the conservancy tanks and therefore wishes to address all sewer related challenges on site.

2. PROJECT DESCRIPTION

2.1 The appointed consultant will be expected to implement the 6 stages of the project. Namely,

Stage 1: Project inception and briefing
Stage 2: Concept (feasibility) and viability (cost estimates)
Stage 3: Design development and approval
Stage 4: Tender document and procurement
Stage 5: Execution (Construction and contract administration)
Stage 6: Close out (as-built)

The consultant might also be requested for ADHOC Services (As-and-When) for instances where the museum requires additional and unforeseen time/services from the consultant. These services will be billed separately, as and when required.

The professional needs to be in a position (whenever required) to sign off the relevant design drawings for submission and approval by the local municipality for compliance purposes. Therefore, only relevant and professionally registered individuals should be appointed in the team.

3. PURPOSE OF PROJECT

The sewer conservancy tanks are showing signs of active structural failure and therefore, the conditional assessment is critical to ensure structural integrity, environmental compliance, and operational safety.

The appointed consultant will be expected to conduct the following activities as part of the conditional assessment. This list is not exhaustive of the tests and studies that might be required for the project. Therefore, the consultant needs to include all anticipated, relevant and necessary tests/studies.

- Review existing sewer system historic records and reports
- Pre-inspection safety and preparation
- Physical & structural integrity assessment
- Hydraulic & functional assessment
- Olfactive signs
- Environmental & siting compliance
- Condition scoring matrix (reporting standard).

4. SCOPE OF WORK

The required scope of services includes conducting all relevant and necessary tests to determine the extent of damage and the required repair and/or upgrade work.

Some of the key steps for the required conditional assessment include but is not limited to:

- **Visual & Physical Inspection:** Determine potential risks and external loading in relation to the surface and underground loads, existing underground services, structural displacement/collapse, CCTV, geotechnical investigation, survey, etc.
- **Watertightness & Leak Testing:** Testing for exfiltration (leaking sewage out) or infiltration (groundwater leaking in) to prevent environmental contamination.
- **Compliance Verification:** Assessing adherence to SANS 10400 Part P standards, boundary clearances, and proper manhole/ventilation access.
- **Environmental & Site Review:** Evaluating surrounding soil/groundwater conditions and ensuring adequate vehicle access for honey-sucker removal trucks.
- **Reporting & Remediation:** Submission of a detailed engineering report with finding, risk ratings (e.g., scale of 1 to 5) and recommendations for repair, refurbishment, upgrade or replacement which will offer a permanent solution to the sewer system crisis. Develop an intervention plan for the repair work on the identified damage in the sewer system; including the scope of works, drawings; timeline; costs and specifications for the appointment of a contractor to implement the repairs to the current system.
- **Project Implementation:** Prepare specifications and bid documentation for the procurement of a qualified contractor to implement the repair work project.
- **Project Monitoring:** Project monitoring and reporting
- **As-built and Close-Out:** Prepare as-built design drawings and a comprehensive close-out report.

The scope of work for the engineering consultants will require expertise of the following professionals in accordance with the activities and studies that will need to be undertaken to achieve the required scope. The mentioned disciplines are not exhaustive of the professionals that might be required; therefore, the consultant may include all anticipated and relevant professionals. Once appointed, the museum will not cover any costs incurred for the inclusion of omitted professionals. The consultant must include professional documentation and fees for all professionals anticipated will be required to form part of the project team.

1. Professional Civil/Structural Engineer/ Quantity Surveyor/Project Manager	**PHASE 1:** **Investigation and Feasibility Study** • Review existing geotechnical & material investigation reports • Review construction and as-built drawings • Conditional assessment of existing sewer system • Tests and calculations (CCTV, Geotechnical Investigation, survey, capacity, consumption, current and future demand, etc.) • Compilation of comprehensive report with findings, recommendations with options. • Concept and preliminary civil/structural design drawings • Detailed designs drawings and specifications **Bill of Quantities and Project Expenditure** • Review and recommend the existing analysis and the total project costs and BOQ. • Produce the final consolidated BOQ • Monthly Cost Reports and Cash Flow Forecasts • Interim Payment Certificates • Variation/Claims Assessment Reports • Final Account Statement

	PHASE 2: **Procurement Support:** • Assist museum with preparations of the bid document, advertisement, briefing meeting, tender closing) • Provide technical support during tender evaluation and contractor appointment. **Construction Management and Supervision:** • Oversee rehabilitation/construction to ensure compliance with design specifications, and standards. • Conduct quality control inspections and material approval • Monthly progress and compliance reports • Ensure quality control and workmanship • Certify payment claims and provide progress reporting • OHS specification and compliance. **Project close-out and handover** • Conditional assessment and investigation report • Tender documentation and inspection reports during construction • As-built drawings and final project completion report **Duration of assignment** • The appointed consultant to indicate required duration of assignment including tests, report, etc. **Reporting Requirements:** The consultant will report to the museum Project Officer and will be expected to provide: • Weekly/bi-weekly progress updates during design and construction • Monthly site supervision reports • Minutes of site meetings and any incident or deviation reports

5. REQUIREMENTS FROM PREFERRED BIDDER

The following Professionals are required as part of the consultants to conduct the required conditional assessment, draft project specifications, and costing:

- Civil/Structural Engineer
- Quantity Surveyor
- Project Management expertise

Professional registration with the Engineering Council of South Africa (ECSA), South African Council for the Quantity Surveying Profession, South Africa is the South African Council for the Project and Construction Management Professions (SACPCMP)and all other relevant and recognised professional bodies.

- Minimum 5 years of experience in sewerage and wastewater infrastructure design.
- Proven expertise in construction supervision and contract administration
- Knowledge of relevant environmental and government regulations.

The above list of services may not be exhaustive regarding services required for the above project, where other disciplines may be required to undertake specialist studies or investigations in addition and including those listed above.

6. EXPERIENCE AND COMPETENCY

Bidders are required to demonstrate in their RFQs the following:

(a) Demonstrate previous experience of in providing similar work or services and must attach a minimum of 3 letters of referral from previous client.

(b) Demonstrate the capacity to handle a project of this magnitude in terms of the human resource, skills, financials and equipment.

(c) Demonstrate that they are familiar with all regulatory framework that relates to this project including but not limited to Occupational Health and Safety Act.

NB: All professionals should be registered with their respective professional bodies e.g. Engineering Council of South Africa (ECSA); South African Institution of Civil Engineering (SAICE); and any other relevant professional body

Civil/Structural Engineer - Engineering Council of South Africa (ECSA)
Quantity Surveyor - South African Council for the Quantity Surveying Profession (SACQSP)
Project Manager - South African Council for the Project and Construction Management Professions (SACPCMP)

7. EXPECTED DELIVERABLES FROM PREFERRED BIDDER/S

a) Conduct conditional assessment.
b) Conduct relevant tests.
c) Interpret the requirements specified by the museum.
d) Compile a comprehensive report with findings, recommendations and options and cost estimate for each option.
e) Compile detailed project specifications.
f) Compile a comprehensive Bill of Quantities (BOQ) for a fully functional, interactive and integrated sewer system.
g) Oversee project stages from initial through to project completion.
h) Ensure that pricing is based on recent gazetted fees and includes stages (1-6).
i) Produce comprehensive design drawings.
j) Compile a bid document using the CIDB standards and incorporating the terms and condition of the GCC, and all relevant contract on the tender document.
k) Conduct site briefing meeting.
l) Assess and approve tests and completed work in stages (i.e. foundations, concrete cube tests, etc.)
m) Assists guide the Museum during Bid Evaluation of bid documents.
n) Prepare the signing of contract between the Museum and appointed contractor.
o) Assist Project Officer with Project Management of the project during construction.
p) Conduct biweekly/monthly site inspections and progress meetings.
q) Assist measure work and prepare payment certificates for the contractor.
r) Issue site instructions.
s) Assists to monitor the project programme and budget.
t) Implement all professional practice design stages of all listed consultants and monitor construction stage according to SACPCMP.
u) Assist in ensuring all the design, material, and construction work comply with SABS, SANS, etc.
v) Ensure all relevant documentation, including equipment warrantees, workmanship, compliance certification, etc is timeously submitted by the appointed contractor.
w) Produce and sign off as-built drawings in accordance with the installations, design drawings, Occupational Health and Safety Act (OHSA), South African National Standards (SANS), payment certificate(s) and the handover the completed installation.
x) Supervision and monitoring the appointed contractor during installation and approval of work including
y) Provide a comprehensive close out report.
z) Testing and commissioning of work.
aa) Submit close-out report and as-built drawings.

NB: The engineering professionals will be required to submit a detailed proposed methodology of how they will conduct and complete the project. The methodology must be attached and submitted together with the price quotation.

PRICING SCHEDULE

Name of Bidder: …… RFQ Number: ……

Closing Date: ……

RFQ shall remain valid for acceptance for a period of **120 days** counted from closing date.

PRICING SCHEDULE

The professional's price must include all expenses and costs (e.g. assessment, design equipment, relevant tests, monitoring, professional fees, etc.) that may be required in and for the execution of the work described in the specification. The Service Provider must ensure that they submit costs for all general risks, liabilities and obligations set forth or implied in the contract as well as overhead charges and profit (in the event that the submission is successful). The tendered price will be fixed, final and binding.

The appointed professionals will be required to carry out the scope of work as per the approved proposal and the professional services will be expected to be carried from the initial stage to the project completion after receipt of appointment letter.

PRICING SCHEDULE

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1.	Review of desktop information and reports. Conduct conditional assessment and all relevant tests (e.g. CCTV, geotechnical investigation, survey, etc), and compile a comprehensive report with findings, recommendations and viable options and cost estimate each for option.	sum	1		
2.	Based on the conditional assessment reports, propose a long-term solution for the museum sewer system within context of the identified environmental limitations or constraints of the museum. Develop an intervention plan for the repair work on the identified damage in the sewer system; including the scope of works, design drawings; timeline; costs and specifications for the appointment of a contractor to implement the repairs to the current system.	sum	1		
3.	Prepare specifications and bid documentation for the procurement of a qualified contractor to implement the repair work project.	sum	1		
4.	Oversee project implementation, monitoring progress quality control, compliance, testing, commissioning and reporting	month			
5.	As-built documentation and project close-out report	sum	1		
				SUB-TOTAL	
				15% VAT	
				TOTAL	

SCHEDULE OF PROPOSED TEAM

NAME OF THE FIRM/SPECIALIST	PROFESSIONAL STATUS	% BREAKDOWN
	Total Percentage	**%**

The Bidder warrants that the pricing quoted above is free of any errors and omissions and that he/she can deliver the service on the price Quoted.

SIGNATURE : .....

NAME OF DELEGATED SIGNATORY : .....

(PRINT)

in his capacity of

DESIGNATION OF SIGNATORY : .....

(PRINT)

who warrants his authority to sign on behalf of

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

SUBMISSION OF DOCUMENTS

The following is required for submission:

a) Submit together with the RFQ, a cost breakdown for the execution of the services as outlined on a fixed % fee for the individual professional discipline service costs. The service provider should also indicate the list of professionals to be involved in the project, their CVs, qualifications, experience, registration in applicable professional bodies and responsibility in the project. The quoted price should also include all the standard disbursements valid for the project duration.
b) A detailed proposed methodology of how the project will be conducted and implemented and the relevant timeframes.
c) Provide a schedule of estimated standard disbursements (clearly stated) anticipated, including rate/km for travelling costs. Disbursement would be paid for on a proven cost basis and will remain valid for the project duration.

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

THE SPECIALISTS ARE REQUIRED TO ATTEND A COMPULSORY SITE INSPECTION MEETING AT THE LUTHULI MUSEUM AT THE ADDRESS BELOW TO ASCERTAIN THE SPECIFIED WORK IN ORDER TO QUOTE APPROPRIATELY.

SITE INSPECTION MEETING

Date: 25 November 2026 (Wednesday)
Time: 11h00 (Persons arriving after 11h15 will not be considered as having attended the compulsory briefing session)
Venue: The Luthuli Museum,
3233 Nokukhanya Luthuli Street,
Groutville,
KwaDukuza
4450.

Complete below:

1. Delivery Address: **Luthuli Museum**
3233 Nokukhanya Luthuli Street,
Groutville, KwaDukuza, 4450

2. Indicate Delivery period after order receipt ……
3. Is delivery period fixed? **Yes/No**
4. Is the price(s) fixed? **Yes/No**
5. Is the quote strictly to specification? **Yes/No**

I/We, the undersigned, agree that this bidding price shall remain binding on me/us and open for acceptance for the period stipulated above.

Authorised Company Representative: ……

Capacity under which this quote is signed: ……

Signature: ……

Date: ……

EVALUATION CRITERIA

RFQs received will be evaluated on mandatory criteria, and Price & specific goals comparison.

STAGE:1 MANDATORY CRITERIA

a) Central Supplier Database **Full Registration Report**
b) **Valid** SARS Tax Pin
c) **Valid** BBBEE Affidavit/ Certificate
d) CIDB Registration – Contractor Grading 1EB or Higher
e) CIPC Registration Documents
f) Director (s) **Certified** ID Copy
g) Company Profile
h) Proof of **Business Address**
i) At least 3 Traceable Reference Letters on Company Letterhead (Not older than 5 Years)
j) CVs and Education Qualifications of Key Personnel
k) Methodology/ Project Approach
l) Professional Engineering Registration/ accreditation to Engineering Body (ECSA, SACQSP, SACPCMP, etc)
m) Public Liability Insurance
n) COIDA Certificate/ Letter of Good Standing
o) SBD 4 – Bidder Declaration
p) SBD 6.1 – Preferential Procurement Claim Form
q) General Conditions of Contract (GCC) **(To initial all pages)**

Note: Bidders that do not meet the set mandatory criteria will be eliminated from further evaluation process.

STAGE 2: FUNCTIONALITY EVALUATION

The Functional Criteria that will be used to test the capability of Bidders are as follows: The technical proposal will be evaluated according to the following criteria and scoring system. The technical score will be calculated out of **100 points,** and only those bids that achieve a threshold of **70 points** for the technical proposal will move to the next level of evaluation where a score for **price**.

The evaluation of the functional/technical detail of the proposal will be based on the following criteria:

Functional Factor	Criteria Description	Weight (%)
Company Profile	• Bidder must submit a company profile indicating their core function, age, resources, and capability.	20
Company Experience	• Bidders must demonstrate the company's relevant experience by submitting **a list of similar projects executed between 2020 and 2025**. • **The list of projects must be relevant to the project**. • A minimum of three (3) projects must be submitted.	20
Reference Letters	• Bidder must submit **reference letters or completion certificates for work / projects completed between 2020 and 2025 from previous clients**. • **The reference letters must be relevant to the project.** • A minimum of three (3) reference letters or completion certificate must be submitted.	30
Curriculum Vitae	• Bidders must submit CVs of Key Engineers that will be deployed in the project. A **minimum of five (5) years' experience in managing similar projects is required**. • CV of Quantity Surveyor (QS) • CV of Civil Engineer • CV of Project Manager • CV of Structural Engineer	40
TOTAL POINTS FOR FUNCTIONALITY		**100**

SCORING SHEET

No.	Criteria	Proof required	Points allocation	Weight
1.	Company profile	Bidder must submit a company profile indicating their core function, age, resources, and capability.	No submission - 0 point 1 to 3 years of operation - 5 points 4 to 6 years of operation - 10 points 7 to 10 years of operation - 15 points > 10 years of operation - 20 points	20%
2.	Company Experience	Bidders must submit a list of similar relevant projects executed between 2020 and 2025. The list of projects must be relevant to the project	No submission - 0 point 1-3 relevant projects submitted - 5 points 4-6 relevant projects submitted - 10 points 7-9 relevant projects submitted - 15 points >10 relevant projects submitted - 20 points	20%
3.	Reference Letters or Completion Certificates	Bidders must submit reference letters or completion certificates for work / projects completed between 2020 to 2025 from previous clients. (Reference letters must be written by the clients where the work was done. Reference letter from other team members or professional service providers will not be accepted).	No submission - 0 point 1-3 relevant projects submitted - 5 points 4-6 relevant projects submitted - 10 points 7-9 relevant projects submitted - 15 points >10 relevant projects submitted - 20 points	20%

4.	Curriculum Vitae	Bidder must submit a detailed CV of the QS to be assigned to the project. A minimum of 5 year' experience in the built environment is required.	No submission of CV - 0 point 1 to 6 years' experience - 3 points 7 to 8 years' experience - 5 points 9 to 10 years' experience - 7 points > 10 years' experience - 10 points	10	40
		Bidder must submit a detailed CV of the Civil Engineer to be assigned to the project. A minimum of 5 year' experience in the built environment is required.	No submission of CV - 0 point 1 to 6 years' experience - 3 points 7 to 8 years' experience - 5 points 9 to 10 years' experience - 7 points > 10 years' experience -10 points	10	
		Bidder must submit a detailed CV of the Project Manager to be assigned to the project. A minimum of 5 year' experience in the built environment is required.	No submission of CV - 0 point 1 to 6 years' experience - 3 points 7 to 8 years' experience - 5 points 9 to 10 years' experience - 7 points > 10 years' experience -10 points	10	
		Bidder must submit a detailed CV of the Structural Engineer to be assigned to the project. A minimum of 5 year' experience in the built environment is required.	No submission of CV - 0 point 1 to 6 years' experience - 3 points 7 to 8 years' experience - 5 points 9 to 10 years' experience - 7 points > 10 years' experience - 10 points	10	
				TOTAL	**100**

STAGE:3. PRICE AND SPECIFIC GOALS EVALUATION

Evaluation of the quotations received is based on the 80/20 preference point system as per PFMA regulation of 2022.

Specific Goal to be evaluated out of 20 Points:

SPECIFIC GOAL CRITERIA	POINTS
Race HDP (100% Black Equity Ownership)	10
Gender HDP (Women Equity Ownership is 51% or more)	4
Youth Equity Ownership (Youth Equity Ownership is 100%)	4
People with Disability	2
TOTAL	**20**

***** Enterprises that are not owned by historically disadvantaged person will be allocated 0 points.**

Claim for Specific Goals for 20 Points Allocation

The 20 points will be applied as follow:

a) If a Bidder is a Black company with a minimum of 100% Black Equity Ownership, 10 Points must be allocated. (If Black Equity Ownership is less than 100%, no points may be allocated)
b) If HDP Women Equity Ownership is 51% or more, 4 Points must be allocated. (If Women Equity Ownership is less than 51%, no Points may be allocated).
c) If Youth Equity Ownership is 100%, 4 Points must be allocated. (If Youth Equity Ownership is less than 100%, no Points may be allocated).

d) If an entity has a Disabled Ownership 2 Points must be allocated. Proof must be submitted, in the form of Doctor's Notification of Disability. (If there is no Disabled Equity Ownership, no Points may be allocated).
e) Points may be allocated cumulatively in respect of the above Four Groups under relevant circumstances, as set above.

Bidders must submit the following documents to claim points:

- Certified ID copies of the company's directors as per the CIPC documents. (Certified copies must not be older than 3 months)
- CIPC Documents and or shareholder Certificate
- Medical Doctor certificate, for Disability confirmation.

Failure on the part of a service provider to submit proof or documentation required in terms of this RFQ to claim points for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

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

2.1 Full Name of bidder or his or her representative: ……

2.2 Identity Number:……...

2.3 Position occupied in the Company (director, trustee, shareholder[2], member): …….

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: ……

2.5 Tax Reference Number: ……

2.6 VAT Registration Number: ……....

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

[1]"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ……..……
Name of state institution at which you or the person connected to the bidder is employed : ……
Position occupied in the state institution: ……

Any other particulars:
……
……
……

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

……
……
……

2.8Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
……..
……..
……...

2.9Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
……..

……..…
……

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars**.**

……
……
……

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

……
……
……

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

3233 Nokukhanya Luthuli Street
Groutville KwaZulu - Natal
South Africa
PO Box 1868
KWADUKUZA 4450
tel: (032) 559 8822
fax: (032) 559 8808
email: luthulimuseum@luthulimuseum.org.za
website: www.luthulimuseum.org.za

4 DECLARATION

I, THE UNDERSIGNED (NAME)……

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

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

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

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1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once Bids are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a Bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a Bidder, either before a tender is adjudicated

or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

"tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the Bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the Bid Documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

***Note to Bidders: The Bidder must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the Bidder)
Race HDP (Black Equity Ownership) (100% Black Equity Ownership)	10	
Gender HDP (Women Equity Ownership) (Women Equity Ownership is 51% or more)	4	
Youth Equity Ownership (Youth Equity Ownership is 100%)	4	
People with Disability	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……
DATE: ……

ADDRESS: ……

……

……

……

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
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28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping 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 willful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.