

**REQUEST FOR PROPOSAL  
(iThemba LABS – M2017/18:10)  
For the  
INSPECTION (INCLUDING FIRE SAFETY  
REQUIREMENT), MAINTENANCE AND  
CLEANING OF THE EXISTING COMMERCIAL  
KITCHEN EXTRACTION SYSTEM FOR A  
PERIOD OF 24 MONTHS.**

For

**iThemba Laboratory for Accelerator Based Sciences**

A National Facility of the National Research Foundation established in terms of the National Research Foundation Act (Act No 23 of 1998) (Hereinafter referred to as "iThemba LABS")

**1 INTRODUCTION TO THE NRF**

The National Research Foundation ("NRF") is a juristic person established in terms of the National Research Foundation Act, Act 23 of 1998, and a Schedule 3A Public Entity in terms of the Public Finance Management Act. The NRF is the government's national agency responsible for promoting and supporting research and human capital development through funding researchers, provision of the National Research Platforms, and science outreach platforms/programs to the broader community. The NRF provides these services in all fields of science and technology, including natural science, engineering, social science, and humanities. The NRF delivers its mandate through its internal business units which are both functional and geographical diverse. All contracts flowing from bidding only apply to iThemba LABS Cape Town.

**2 INTRODUCTION TO THE NRF BUSINESS UNIT RESPONSIBLE FOR THIS BID**

iThemba LABS (Laboratory for Accelerator-Based Sciences) is a multi-disciplinary research laboratory based at two sites in the Western Cape and Gauteng respectively, these provide facilities for:

- Basic and applied nuclear physics research using particle beams
- Research radiation biophysics
- The supply of accelerator-produced radioactive isotopes for nuclear medicine and research

iThemba LABS seeks to appoint a reputable Contractor for Inspection (including Fire Safety Requirement), Maintenance and Cleaning of the existing Commercial Kitchen Extraction System at iThemba LABS Cape Town for a period of 24 months as required by National Treasury Regulations (NTRs) and PFMA (Public Financial Management Act) through an open and competitive process so that it can realise the benefits of the strategic sourcing which includes, amongst others, the following:

- Reducing the cost of effort and administration
- Minimising price inconsistencies
- Reducing inadequate contract management and service delivery

The parties will agree, provided an agreement can be reached to the mutual satisfaction of each in regard to matters such as the specifications of the services, the price to be paid therefore, the performance required and the delivery date.

### **3 SITE LOCATION FOR DELIVERY**

iThemba LABS Cape Town  
Old Faure Road  
Faure  
Western Cape  
7131  
South Africa

### **4 PROGRAMME FOR THE SUPPLY AND DELIVERY**

The following key dates are applicable to this contract:

- Awarding of proposal: **September 2017**
- Issue an official order: **2 weeks after awarding**
- Delivery of service: **Refer to Clause 4 of the Specifications.**
- Terms of Payment: **30 days from date of acceptance of invoice or statement whichever is agreed upon.**

### **5 REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)**

The bidder must register on the National Treasury's Central Supplier Database in order to do business with an organ of state or for the NRF to award a bid or contract. Registration on the CSD ([www.csd.gov.za](http://www.csd.gov.za)) provides a bidder with an opportunity to do business with all state organisations including provincial and municipal levels. National Treasury Contact Details: 012 406 9222 or email [csd.support@treasury.gov.za](mailto:csd.support@treasury.gov.za).

## **SECTION 1: Process Description & Administrative Requirements.**

### **1 Intent of the document**

This Request for Proposal is intended to allow the successful contractor to specify and present their skills, expertise and price for the above mentioned services to iThemba LABS Cape Town. Final acceptance of any proposal is not guaranteed this being the exclusive right of iThemba LABS. The purpose of this RFP is to invite proposals for the **Inspection (including Fire Safety Requirements), Maintenance and Cleaning of the existing Commercial Kitchen Extraction System for a period of 24 months** with the right to cancellation due to non – performance.

The Contractor will supervise and exercise proper control over its personnel and shall not hold the iThemba LABS liable for any loss or injury caused to the said personnel. The Contractor will seek to resolve any problems relating to its personnel in line with the laws of the country (e.g. Labour Laws).

### **2 Background**

iThemba LABS has a dedicated kitchen that caters for meals, snacks and the catering requirements of onsite meetings and several conferences. It is operational 40 hours a week from Monday to Friday. The kitchen staff are dedicated to providing a value-added, world-class service to all its stakeholders.

### **3 Mandatory Returnable Administrative and Evaluation Document Requirements**

Pricing must be filled in on this document and can be supported by a separate proposal.

Detailed proposal and any additional information must accompany this signed Request for Proposal (RFP).

Prices supplied should be fully inclusive of all costs; value added tax, delivery charges and other taxes.

Prices must be in South African currency.

Price summary supplied in this document is firm prices.

Proposals not complying with the Technical Specifications will not be considered.

Bidders not submitting mandatory returnable administration and evaluation documents as per table 1.1 will not be considered for evaluation.

Table 1.1: Returnable Administrative and Evaluation Document Requirements

<b>ADMINISTRATIVE DOCUMENTS (M = Mandatory, O = Optional)</b> Please Tick Applicable		
Certified BBBEE Certificate	O	YES/NO
CSD (Central Supplier Database) Proof of Registration ( <a href="http://www.csd.gov.za">www.csd.gov.za</a> ).	M	YES/NO
SBD 4	M	YES/NO
SBD 6.1	M	YES/NO
SBD 8	M	YES/NO
SBD 9	M	YES/NO
Proof of address to demonstrate that primary place of business is based within 60km of iThemba LABS Cape Town has been provided.	M	YES/NO
Valid Letter of Good Standing issued by Compensation Commissioner OR COIDA certificate if a new company.	M	YES/NO
<b>EVALUATION DOCUMENTS (Go/No Go)</b> Note: Compulsory to submit all returnable documents		
Provide Comprehensive CV's with skills and experience of the personnel who will be involved in this contract.  NB: the experience of the personnel must be applicable to the relevant field of expertise required to render the service as set out in the specifications.	M	YES/NO
Letters from three (3) contactable references from current clients/ customers of the contractor where they rate the following four (4) aspects of the bidder: <ul style="list-style-type: none"> <li>• Professionalism</li> <li>• Quality of Service</li> <li>• Reporting and/or Completion Certificate Issue</li> <li>• Overall impression (would use again)</li> </ul>	M	YES/NO
A detailed Company Profile demonstrating that the company is in compliance to the legislative South African National Standard's regarding the design and manufacture of commercial kitchen extraction systems (SANS 1850:2014)	M	YES/NO
Provide a <u>template</u> of the "Certificate of Completion" for the service rendered (refer to Clause 2.2.6 of the specifications stipulated on this document)	M	YES/NO

<b>EVALUATION DOCUMENTS (Go/No Go)</b> <b>Note: Compulsory to submit all returnable documents</b>		
<b>Provide a <u>template</u> of the Service Report (refer to Clause 2.2.7 of the specifications stipulated on this document).</b>	<b>M</b>	<b>YES/NO</b>
<b>Provide Material Safety Datasheets (MSDS) stating all proposed chemicals to be utilised for this contract (refer to Clause 2.2.3 of the specifications stipulated on this document).</b>	<b>M</b>	<b>YES/NO</b>
<b>Schedule of Sub-Contractors. The schedule must include Name, Function and Experience of the sub-contractor (If Applicable). Refer SBD6.1</b>	<b>M</b>	<b>YES/NO</b>

#### **4 Proposal Submission**

Proposal must reach iThemba LABS before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFP No: iThemba LABS – M2017/18:10

Description: **ANNUAL INSPECTION (INCLUDING FIRE SAFETY REQUIREMENTS), MAINTENANCE AND CLEANING OF THE EXISTING COMMERCIAL KITCHEN EXTRACTION SYSTEM FOR A PERIOD OF 24 MONTHS**

Closing Date and Time: **Friday, 04 August 2017 at 11:00 am**

#### **4.1 Delivery Instructions for RFP.**

##### **4.1.1 Delivery by Hand:**

If delivered by hand, the envelope is to be deposited in the iThemba LABS Tender Box which is located at the Main Reception Area, Old Faure Road, Faure, Western Cape, 7131

##### **4.1.2 Despatches by Courier:**

If dispatch by courier, the envelope must be addressed as follows and delivered to the Tender Box. A signature must be obtained from the Security officer at the main gate and the Receptionist in the main reception area.

iThemba LABS Cape Town  
Main Reception Area  
Tender Box  
Old Faure Road  
Faure  
Western Cape  
7131

- 4.1.3 Please note that this RFP closes punctually at 11:00 am on 04 August 2017. No late bids will be accepted.
- 4.1.4 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as “UNRESPONSIVE.” This included bids that are delivered late.
- 4.1.5 No email or facsimile responses will be considered, unless otherwise stated herein.
- 4.1.6 The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 4.1.7 iThemba LABS shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other respondents upon request.
- 4.1.8 Envelopes must not contain documents relating to any RFP other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.

## **5 Awarding of Request for Proposal and Appointment of Contractor.**

- 5.1 Awarding of contractor will be published on iThemba LABS tender website. Regret letters will be sent out to unsuccessful bidders.
- 5.2 iThemba LABS will award the contract to qualified bidder(s) whose proposal is determined to be the most advantageous to iThemba LABS, taking into consideration the technical (functional) solution, price and B-BBEE.
- 5.3 Appointment as a successful contractor shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement iThemba LABS reserves the right to appoint an alternative supplier.

## **6 Evaluation Process.**

### **6.1 Preference points system:**

The 80/20 preference point system will be used where 80 points will be dedicated to price and 20 points to B-BBEE status. If all bids received are more than R500 000, the proposal will be cancelled and re-issued.

### **6.2 Pricing Proposal:**

6.2.1 Price needs to be provided in South African Rand (incl. VAT), with details on price elements that are subject to escalation and exchange rate fluctuations clearly indicated.

6.2.2 Only firm prices\* will be accepted during the bid validity period. Non-firm prices\*\* (including prices subject to rates of exchange variations) will not be considered.

### **6.3 Validity Period of the Proposal:**

Each proposal shall be valid for a minimum period of three (3) months calculated from the closing date.

## **7 Communication.**

7.1 Bidders are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of iThemba LABS in respect of this RFP between the closing date and the date of the award of the business.

7.2 For specific queries relating to this RFP, Respondents must contact SCM Office in writing. In the interest of fairness and transparency iThemba LABS response to such a query will then be made available to the other Respondents who have attended the compulsory site clarification meeting.

7.3 After the closing date of the RFP, a Respondent may communicate with iThemba LABS Supply Chain Management Section, at [scm@tlabs.ac.za](mailto:scm@tlabs.ac.za) on any matter relating to its RFP proposal.

7.4 Respondents found to be in collusion with one another will be automatically disqualified and blacklisted from doing business with iThemba LABS in future.

## **8 RFP Documentation Availability.**

The RFP documents are available from the iThemba LABS website – [www.tlabs.ac.za/supply](http://www.tlabs.ac.za/supply) chain/bids.

## **9 Compulsory Site Meeting**

- Attendance of the site meeting is compulsory.
- Bidding documentation will be provided at the site meeting.
- The site meeting will take place on **Friday, 28 July 2017 at 11:30** at the iThemba LABS Cape Town.

## **SECTION 2: GENERAL SPECIFICATION**

The successful contractor is expected to conduct inspection, cleaning and maintenance of the existing commercial kitchen extraction system at iThemba LABS. This must include the services of qualified staff to execute the work on time; no compromise for poor workmanship will be tolerated.

The Inspection, Cleaning and Maintenance process will be conducted within strict accordance with OHS Act requirements and iThemba LABS Safety Requirements. The contractor must avail themselves for Safety Induction and must provide a Safety Plan outlining how they will conduct their operations. Contractor will also be required to complete the Contractual Obligation Form which will be provided.

The contractor must ensure that all work performed and/or equipment used on site complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations). The successful bidder must submit an Occupational Health and Safety File after site establishment.

## **DESCRIPTION OF WORKS**

### **2.1 Inspection**

- 2.1.1 The fire extinguishing system and exhaust canopy that contains a constant or fire-actuated system shall be inspected and serviced in accordance with the SANS Standards by properly trained personnel.
- 2.1.2 All actuation components, including remote manual pull stations, mechanical or electrical devices, detectors, actuators, and fire-actuated dampers, shall be checked for proper operation during the inspection in accordance with the SANS Standards. Fan motors shall be inspected for bearing wear or blade imbalance.



- 2.1.3 Fusible links (including fusible links on fire-actuated damper assemblies) and automatic sprinkler heads shall be replaced at least annually, or more frequently if necessary, to ensure proper operation of the system.
- 2.1.4 Other detection devices shall be serviced or replaced in accordance with the SANS Standards.

## 2.2 Cleaning and Maintenance

2.2.1 The Kitchen Extraction system cleaning is made up of the following components:

- Canopy clean,
- Grease removal devices,
- Filter Cleaning and repairs when necessary,
- Fans clean,
- Extraction ducting (vertical and horizontal),
- and other appurtenances

2.2.2 The Kitchen Extraction system shall be cleaned to bare metal at minimum intervals of six (6) months, as follows

- Canopy shall be cleaned internally and externally. Stainless Steel surfaces of canopy to be polished.
- Baffle filters and drip trays shall be deep cleaned.
- Extraction fans to be degreased, including impeller blades, housings and discharge units.
- Ducts where necessary shall be sealed at the duct joints to prevent any possible or further leakages.
- Access panels will be installed as needed to provide points of entry for source removal and visual inspections.
- Decontaminate all ductwork using a SABS approved disinfectant as per requirements of SANS 1853:2009.

2.2.3 Prior to cleaning of the extraction system, the Material Safety Datasheets (MSDS) with a list of the materials and chemical products to be used must be submitted to iThemba LABS for approval. Should there be amendments to the MDDS, iThemba LABS must be notified immediately prior the cleaning takes place.

**NB:** The chemicals to be used in the description of works must comply with the requirements of SANS 1828:2005 and SANS 1853:2009.

2.2.4 All contaminants removed from the ductwork shall be placed in sealed containers and/or in appropriate disposal bags and be disposed of away from the site at an approved City of Cape Town Waste Disposal facility by the contractor. The contractor must provide iThemba LABS with proof of such disposal within 5 working days.

2.2.5 After the extraction system has been cleaned to bare metal, it shall not be coated with powder or other substances.

2.2.6 On completion of the service, the contractor shall provide a certificate that indicates the date on which the inspection, cleaning and maintenance was done and the name of the servicing company. It shall also indicate areas that were not cleaned. This certificate will be displayed within the kitchen area.

2.2.7 **Service Report**—The Service report must be provided on completion of the service. Any faults/parts which require additional repairs/replacement must be reported in writing by the service team on completion.

The service report must contain the following:

- The system(s) cleaned
  - Pre-clean measurements (as per System Testing)
  - Post-clean measurements
  - Photographic records
  - Additional works carried out (if any)
  - Material Safety Datasheets (MSDS) for any chemicals used
  - Recommendations for future cleaning requirements
  - Observations on the condition of the ductwork system
  - A sketch or schematic of the system indicating access panel and testing locations and highlighting any uncleaned areas with a written explanation as to why the area could not be accessed/cleaned
- Components of the fire extinguishing system shall not be rendered inoperable during the cleaning process.
  - Care shall be taken not to apply cleaning chemicals on fusible links or other detection devices of the automatic extinguishing system.
  - When cleaning procedures have been completed, all electrical switches and system components shall be returned to an operable state.
  - All access panels (doors) and cover plates shall be replaced.
  - Air flow dampers and diffusers shall be positioned for proper air flow.
  - No flammable solvents or other flammable cleaning aids shall be used.

### **2.3 Additional Maintenance (*Requirements outside the scope of the description of works of point 2.1 and 2.2 above*).**

- 2.3.1 In the event of emergency repairs having to be carried out, the need for such repairs shall be reported immediately to iThemba LABS for further instructions.
- 2.3.2 The Contractor shall furnish a report to iThemba LABS detailing the date and time of the failure, the reason for the failure, date and time when corrective action was completed, details of corrective action taken, and results of any post maintenance testing performed to ensure satisfactory operation.
- 2.3.3 A separate quotation shall be requested for such repairs/replacements.

### **2.4 Call Outs**

- 2.4.1 The Contractors shall have 24/365 callout out facility.
- 2.4.2 The maximum period within which the contractor must respond to an emergency call is 2 hours from notification.
- 2.4.3 The Contractor shall ensure that standby arrangements for emergency call outs are at all times in place.
- 2.4.4 A call-out list with technician's names and numbers must be provided to iThemba LABS as soon as contractor starts work on site.
- 2.4.5 The call-out fee and labour cost per hour however shall be fixed as per Part B of pricing schedule in Part 3 of this document.
- 2.4.6 Such work shall only commence on issue of an additional official order approved by the delegated authority.

### **2.5 On-site Attendance**

- 2.5.1 **The service will be conducted once (1) every six (6) months (twice annually)**, the performance of the service and date(s) will mutually be agreed by both parties
- 2.5.2 iThemba LABS kitchen is categorized as a moderate-volume cooking operation, however it is only operational Monday to Friday for 40 hours a week.
- 2.5.3 All work will take place with the minimum disruption to the kitchen operations at a **time to be mutually agreed upon** by the kitchen management and the contractor.

### SECTION 3 - PRICING SCHEDULE

**NOTE:** Only Firm prices will be accepted. The price quoted is fully inclusive of all costs and taxes. No charges or extensions or additional ad hoc costs are accepted once the contract has been awarded.

Detailed information is optional and is provided as annexure to the details provided below.

Pricing is in South African currency, foreign exchange risk is for the account of the contractor.

Pricing is subject to the addition of Preference Points as stipulated in the SBD6.1, Preference Claim form below.

#### PART A : FIXED COST FOR ANNUAL INSPECTION, MAINTENANCE AND CLEANING OF COMMERCIAL KITCHEN EXTRACTION SYSTEM

ITEM NO.	DESCRIPTION OF SUPPLIES OR SERVICE	UNIT	Price (Including VAT)
1	<b>1<sup>st</sup> service:</b> Inspection, Maintenance and Cleaning of Commercial Kitchen Extraction System.	Twice Annually (2 services per year)	R
2	<b>2<sup>nd</sup> service :</b> Inspection, Maintenance and Cleaning of Commercial Kitchen Extraction System after 6 months		R
3	<b>3<sup>rd</sup> service ;</b> Inspection, Maintenance and Cleaning of Commercial Kitchen Extraction System after 6 months		R
4	<b>4<sup>th</sup> service:</b> Inspection, Maintenance and Cleaning of Commercial Kitchen Extraction System after 6 months		R
	<b>24 months contract period OVERALL COST</b>		R

#### PART B : RATES FOR CALLS OUTS AND EMERGENCY WORKS OF COMMERCIAL KITCHEN EXTRACTION SYSTEM

ITEM NO.	DESCRIPTION OF SUPPLIES OR SERVICE	UNIT	Year 1 (Incl. VAT)	Year 2 (Incl. VAT)
1	Normal Hours	p/h	R	R
2	After Hours and Saturdays	p/h	R	R
3	Sundays and Public Holidays	p/h	R	R

<b>EVALUATION CRITERIA FOR EVALUATING BIDDERS RESPONSES</b>			
	<b>Selection Element</b>	<b>Weight</b>	<b>Evaluation</b>
1	Evaluate Administrative Compliance	Go/No Go	Evaluate that all required documents in the returnable document list (Table 1.1) have been provided.
2	Evaluate Track Record and Previous Experience	60%	<p><b>Minimum Specification:</b> The bidder must provide documentation to demonstrate the relevant track record and <u>experience in the inspection, maintenance and cleaning of commercial kitchen extraction system</u> as specified in this RFP.</p> <p><b>30:</b> Between Two and Five Years' Experience on the above mentioned.</p> <p><b>40:</b> Between Six and Nine Years' Experience on the above mentioned.</p> <p><b>60:</b> Ten Years and above Experience on the above mentioned.</p>
3	Evaluation Support Capacity	20%	<p>The bidder must demonstrate if they have the necessary capacity to provide the required service, this may include but not limited to the following resources:</p> <p><b>20:</b> List of equipment and assets owned by bidder to be utilised for this contract.</p>

<b>EVALUATION CRITERIA FOR EVALUATING BIDDERS RESPONSES</b>			
	<b>Selection Element</b>	<b>Weight</b>	<b>Evaluation</b>
4	Service Report	20%	<p>The bidder must provide a Service report, which they have supplied to a recent project/ client after completion of the service. The points will be allocated as follows:</p> <p><b>2:</b> The system(s) cleaned  <b>2:</b> Pre-clean measurements (as per System Testing)  <b>2:</b> Post-clean measurements  <b>2:</b> Photographic records  <b>2:</b> Additional works carried out (if any)  <b>2:</b> Material Safety Datasheets (MSDS) for any chemicals used  <b>3:</b> Recommendations for future cleaning requirements  <b>2:</b> Observations on the condition of the ductwork system  <b>3:</b> A sketch or schematic of the system indicating access panel and testing locations and highlighting any uncleaned areas with a written explanation as to why the area could not be accessed/cleaned.</p>

- The minimum qualifying score for is **70** out of a maximum of **100**.
- The RFP that has achieved the minimum qualifying score shall be evaluated further in terms of the preference point systems.

**PREFERENCE POINTS CLAIMED (SBD 6.1)**

**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:

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

1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2.

1.2.1. The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable;

1.3. Points for this bid shall be awarded for:

1.3.1. Price; and

1.3.2. B-BBEE Status Level of Contributor.

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

<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor 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

- 2.1. “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2. “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3. “**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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- 2.4. “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5. “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.6. “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7. “**prices**” includes all applicable taxes less all unconditional discounts;
- 2.8. “**proof of B-BBEE status level of contributor**” means:
  - 2.8.1. B-BBEE Status level certificate issued by an authorized body or person;
  - 2.8.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;



2.9. “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

2.10. “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$80/20 \qquad \qquad \qquad \text{or} \qquad \qquad 90/10$$

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1. In terms of Regulation 6 (2) and 7 (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	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

5.1. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1. B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1. Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1. If yes, indicate:

7.1.1.1. What percentage of the contract will be subcontracted.....%

7.1.1.2. The name of the sub-contractor.....

7.1.1.3. The B-BBEE status level of the sub-contractor.....

7.1.1.4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1.5. 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 least 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		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1. Name of company/firm:

.....

8.2. VAT registration number:

.....

8.3. Company registration number

:.....

8.4. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....  
.....  
.....

8.6. COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

.....

8.8. 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 contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

8.8.1. The information furnished is true and correct;

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

8.8.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

8.8.4. If the B-BBEE status level of contributor 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

–

8.8.4.1. disqualify the person from the bidding process;

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

8.8.4.3. 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;

8.8.4.4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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

8.8.4.5. forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

**SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by the NRF, do hereby make the following statements that I certify to be true and complete in every respect:

I have read and I understand the contents of this Certificate;

I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;

Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;

For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

- a) Has been requested to submit a Bid in response to this Bid invitation;
- b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder

The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium <sup>3</sup> will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) Prices;
- b) Geographical area where product or service will be rendered (market allocation);
- c) Methods, factors or formulas used to calculate prices;
- d) The intention or decision to submit or not to submit, a Bid;
- e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or
- f) Bidding with the intention not to win the Bid.

In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.

The terms of this 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 the bid or to the signing of the contract.

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

<p>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</p>	
<p><sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of</p>	
<p><b>SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES</b></p>	
<p>Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:</p>	<p>YES / NO</p>
<p>Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:</p>	<p>YES / NO</p>
<p>Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:</p>	<p>YES / NO</p>
<p>Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:</p>	<p>YES / NO</p>
<p>The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	
<p><b>SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT</b></p>	
<p>Any legal person, including persons employed by the STATE <sup>1</sup>, 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</p>	

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/s person who is/are 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.

In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:

	Full Name of Bidder or his/her representative:
	Identity Number:
	Position occupied in the Company (director, trustee, shareholder, member):
	Registration number of company, enterprise, close corporation, partnership agreement:
	Tax Reference Number:
	VAT Registration Number:
	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 a separate schedule including the following questions:

Schedule attached with the above details for all directors/members/shareholders



Are you or any person connected with the Bidder presently employed by the STATE? If so, furnish the following particulars in an attached schedule		YES / NO
	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:	
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
	If Yes, did you attach proof of such authority to the Bid document?	
	If No, furnish reasons for non-submission of such proof as an attached schedule	
	(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	
Did 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
	If so, furnish particulars as an attached schedule:	
Do 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
	If so, furnish particulars as an attached schedule.	

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
	If so, furnish particulars as an attached schedule:

## National Research Foundation

### 1. Contract Management

1.1. The NRF manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.

### 2. Contract Manager

2.1. The NRF appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.

### 3. Contract Communication

3.1. The NRF communicates all communications in writing as well as through email.

3.2. The NRF maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection.

3.3. The NRF states the contract number with secondary reference numbers i.e. purchase numbers on all communication, documentation such as purchase orders issued, etc. The NRF will consider any communication without the contract number on as not being legal communication between the parties and not enacted on by either party as a protection against fraud.

### 4. Communicating “As and When” in terms of the specific contract clauses

4.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued and the Project Leader must complete a B52 (Request for Order). The detailed quotation together with the signed B52 must be submitted to Supply Chain Management Office for processing;

4.2. Where specific procurement items as specified in the contract are required, the NRF issues a purchase order stating the contract number for the requirement.

4.3. Such purchase order has the following detail (where this is not provided, the purchase order is not a valid communication in terms of this contract):

4.3.1. Purchase Order Number

4.3.2. Contract Number

4.3.3. Quantity

4.3.4. Description of the required procurement. Where detailed, reference must be made to the relevant technical document attached;

4.3.5. Catalogue number if applicable;

4.3.6. Unit price per this contract;

4.3.7. Delivery Date;

4.3.8. Business unit code; and

4.3.9. The specific delivery site.

**5. Communicating where incidental services are required as listed in this document**

5.1. Incidental services are specified in the incidental services clause.

5.2. Incidental services are priced in accordance with the incidental clause where such prices have not been set in the SBD form.

**6. Communicating where spare parts are required as listed in this document**

6.1. The spare parts services are specified in the spare parts clause.

**7. Performance Management**

7.1. The NRF measures performance throughout the contract life.

7.2. The NRF has regular performance review with the contractor.

7.3. Where severe non-performance occurs will terminate the contract earlier in consultation with the contractor.

<b>PERFORMANCE LEVELS</b>		
<b>Service being Measured</b>	<b>Measurement</b>	<b>Minimum level</b>
The Certificates of Completion in compliance with the SANS 1850:2014 shall be forwarded to iThemba LABS	within 5 days after rendering the service.	Written Notice and submission of the report within agreed timeframe.
Photographs- All work shall be digitally photographed before and after to be provided on CD to iThemba LABS	within 5 days after rendering the service.	Written Notice and submission of the report within agreed timeframe.
Service Report–The Service report must be provided on completion of the service.	Immediately after detection	Written Notice and immediate submission of the report with any faults/parts which require additional repairs/replacement. must be reported in writing by the service team on completion..
The Contractor shall report any trends detected that reflect system or equipment degradation, loss of performance, or frequency of failure to iThemba LABS.	Immediately after detection	Written Notice and immediate submission of the report with any trend detection.
A list with the personnel names and ID numbers to iThemba LABS as soon as contractor starts work on site.	On site arrival before commencing with work.	Contractor must remove the worker on site immediately, and place the workers on the list within one hour.
Workers intoxicated or under the influence of alcohol/drugs.	Worker(s) reported for duty.	Contractor must remove the worker immediately, and replace him/her within one hour.
Refusal to comply with lawful instruction from iThemba LABS Guards.	Contractor and/or Worker(s) reported for duty.	Contractor must remove the worker immediately, and replace him/her within one hour.
Emergency Call Out	Hours	1 hour after agreed response time
Negligence in the performance of workers duties.	Immediately	Written Notice for Non-Compliance and rectification within agreed timeframe.

Safety and Health Administration.	A Contractors' Obligation Form must be completed and forwarded to our SHE Department. A Compensation for Injuries and Diseases Act 130 of 1993 (COID Act) Registration number must be furnished to the SHE Department. All Contractor staff must avail themselves as a single group to be inducted by the SHE Department during the week prior to commencement of work.	Induction attended not later than 1 day of agreed date.
Personal Protective Equipment and Clothing.	Contractors employees must wear the correct Personal Protective Equipment and Clothing (PPE&C) at all times during Building works. Such PPE&C should be open to be inspected by the SHE Department at any time.	Workers cannot commence duty. Clothing to be made available within 1 hour of identifying this non-compliance

**CONTRACTED BIDDER**

**1. Managing the Contract**

- 1.1. The contracted party manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.
- 1.2. The Contractor will supervise and exercise proper control over its personnel and shall not hold the iThemba LABS liable for any loss or injury caused to the said personnel. The Contractor will seek to resolve any problems relating to its personnel in line with the laws of the country (e.g. Labour Laws).
- 1.3. The contractor shall employ and manage his Maintenance Staff to ensure timely, efficient execution of the Works with minimum interruption to the Employer.

1.4. Maintenance staff and any other staff member working at iThemba LABS must be issued with safety clothing with the company's name clearly visible.

1.5. Maintenance Staff must be fully trained to:

- Perform the maintenance services.
- Do fault finding.
- Capable of doing repairs on all the equipment.

1.6 All Nominated, Selected and Direct Sub-contractors shall be deemed to be employees of the Contractor.

1.7 The Contractor must provide the following document **PRIOR** rendering the service:

1.7.1 Photographs of the systems before rendering the service - All systems shall be digitally photographed and provided on CD to iThemba LABS within 5 working days after rendering the service.

1.7.2 A Material Safety Datasheets (MSDS) for basic information on a materials and chemical products to be used

1.7.3 A list with the personnel names and ID numbers to iThemba LABS as soon as contractor starts work on site.

1.8 The Contractor must provide the following document **AFTER** rendering the service:

1.8.1 The Contractor must provide a Certificate of Completion in compliance with the SANS 1850:2014 to iThemba LABS within 5 working days after rendering the service.

1.8.2 Photographs of the system after rendering the service - All work completed shall be digitally photographed and provided on CD to iThemba LABS within 5 working days after rendering the service.

1.8.3 A Disposal Certificate as proof that All contaminates removed from the ductwork was disposed of away from the site at an approved City of Cape Town Waste Disposal facilities.

1.8.4 A Service Report must be provided on completion of the service. Any faults/parts which require additional repairs/replacement must be reported in writing by the service team on completion.

1.8.5 In the event of emergency repairs having to be carried out, the need for such repairs shall be reported immediately to iThemba LABS for further instructions.

1.8.6 The Contractor shall furnish a report to iThemba LABS detailing the date and time of the failure, the reason for the failure, date and time when corrective action was completed, details of corrective action taken, and results of any post maintenance testing performed to ensure satisfactory operation.

1.8.7 The Contractor shall report any trends detected that reflect system or equipment degradation, loss of performance, or frequency of failure to iThemba LABS within 24 hours after detection.

## **2. Contract Manager**

2.1. The contracted party appoints a contract manager and notifies the NRF in writing of the name and contact details of the appointed contract manager.

## **3. Communication**

3.1. The contracted party communicates in writing and through email.

3.2. The contracted party always state the contract number on communication, documentation such as correspondence, purchase orders issued, etc. and will not act upon any communication without the contract number or must verify such communication with the NRF prior to acting upon it.

## **4. Managing Stages (if applicable), Delivery Scheduling (if applicable), Milestones (if applicable)**

4.1. Where different stages apply, the contracted party communicates in writing the commencement of the stage to the NRF.

## **5. Health and Safety Requirements**

5.1. In terms of the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations), the contracted supplier is responsible for the health and safety of its employees and those other people affected by the operations of the supplier.

	<p>5.2. The contracted supplier ensures all work performed and/or equipment used on site complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations).</p> <p>5.3. To this end, the contracted supplier shall make available to NRF the valid letter of good conduct and shall ensure that its validity does not expire while executing this bid.</p> <p>Prior to commencement of any work the contractor needs to complete an Indemnity form, the iThemba LABS Contractual obligations form and will be required to attend a Contractors Health and Safety induction prior to commencement of any works.</p>
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**GENERAL CONDITIONS OF CONTRACT**

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, and words such as “will/should” mean “must”.

The NRF cannot amend the National Treasury’s General Conditions of Contract (GCC). The NRF appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause directly below the specific GCC clause and where the NRF requires a SCC that is not part of the GCC, the NRF appends the SCC clause after all the GCC clauses. No clause in this document shall be in conflict with another clause.

GCC1	<p><b>1. Definitions - The following terms shall be interpreted as indicated:</b></p>
	<p>1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2. “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p>



- 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.

	<p>1.16. “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17. “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18. “Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21. “Purchaser” means the organization purchasing the goods.</p> <p>1.22. “Republic” means the Republic of South Africa.</p> <p>1.23. “SCC” means the Special Conditions of Contract.</p> <p>1.24. “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
GCC2	<b>2. Application</b>
	<p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding</p>

	<p>immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract are also laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>GCC3</b>	<b>3. General</b>
	<p>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.</p> <p>3.2. With certain exceptions (National Treasury's eTender website), 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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
<b>GCC3 SCC</b>	The RFP will also be published on iThemba LABS website.
<b>GCC4</b>	<b>4. Standards</b>
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<b>GCC4 SCC</b>	The service provided should comply with the SANS Standards regarding the design and manufacture of commercial kitchen extraction systems which can be obtained from the SABS Standards division.
<b>GCC5</b>	<b>5. Use of contract documents and information</b>
	<p>5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in</p>

	<p>confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
<b>GCC6</b>	<b>6. Patent rights</b>
	<p>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.</p>
<b>GCC7</b>	<b>7. Performance security</b>
	<p>7.1. Within thirty days (30) of receipt of the notification of contract award, the successful contractor shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>7.3.2. a cashier's or certified cheque</p>

	<p>7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
GCC8	<p><b>8. Inspections, tests and analyses</b></p>
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests, or analyses shall be defrayed by the supplier.</p> <p>8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the</p>

	<p>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.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
<b>GCC8 SCC</b>	All inspections to the extraction system for this contract must comply with the SANS Standards regarding the design and manufacture of commercial kitchen extraction systems. The cost for inspection of the systems must be including to the contractors' rate.
<b>GCC9</b>	<b>9. Packing</b>
	<p>9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
<b>GCC10</b>	<b>10. Delivery and Documentation</b>
	<p>10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2. Documents to be submitted by the supplier are specified in SCC.</p>

<p><b>GCC10 SCC</b></p>	<p>The Contractor must provide the following document <b><u>PRIOR</u></b> rendering the service:</p> <ul style="list-style-type: none"> <li>• Photographs of the systems before rendering the service - All systems shall be digitally photographed and provided on CD to iThemba LABS within 5 working days after rendering the service.</li> <li>• A Material Safety Datasheets (MSDS) with a list of the materials and chemical products to be used must be submitted to iThemba LABS for approval 5 working days prior rendering the service.</li> <li>• A list with the personnel names and ID numbers to iThemba LABS as soon as contractor starts work on site.</li> </ul> <p>The Contractor must provide the following document <b><u>AFTER</u></b> rendering the service:</p> <ul style="list-style-type: none"> <li>• A Certificate of Completion in compliance with the SANS 1850:2014 to iThemba LABS within 5 working days after rendering the service.</li> <li>• Photographs of the system after rendering the service - All work completed shall be digitally photographed and provided on CD to iThemba LABS within 5 working days after rendering the service.</li> <li>• A Disposal Certificate/ Documentation as proof that all contaminates removed from the ductwork was disposed of away from the site at an approved City of Cape Town Waste Disposal facility within 5 working days of rendering the service.</li> <li>• A Service Report must be provided on completion of the service within 5 working days of rendering the service.</li> </ul>
<p>GCC11</p>	<p><b>11. Insurance</b></p>
	<p>11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
<p><b>GCC11 SCC</b></p>	<p>The supplier shall make available a public liability insurance equal to the value of the contract.</p>

GCC12	<b>12. Transportation</b>
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	<b>13. Incidental services</b>
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>13.1.4. 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</li> <li>13.1.5. 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.</li> </ul> <p>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.</p>
GCC14	<b>14. Spare parts</b>
	<p>14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> <li>14.1.1. 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</li> </ul>



	<p>14.1.2. in the event of termination of production of the spare parts:</p> <p>14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>GCC14 SCC</b>	Should the contractor detect that spare parts are required, a quotation shall be requested for such repairs/replacements from them the contractor to supply and install the spare part.
<b>GCC15</b>	<b>15. Warranty</b>
	<p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p>

	<p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
<b>GCC16</b>	<b>16. Payment</b>
	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC.</p>
<b>GCC16 SCC</b>	<p>Schedule of payments are as follows:</p> <p>30 days from receipt of invoice. The invoice must be accompanied by signed and approved timesheet. NRF Project manager to approve the timesheet.</p>
<b>GCC16 SCC</b>	<p>Method and conditions of payment are as follows:</p> <p>The NRF only accepts invoices supported by signed delivery documents in accordance with this contract as valid payment requests.</p> <p>The other party submits the above invoices to the appointed contract manager for submission to the respective finance unit.</p> <p>The NRF does not settle invoices for outstanding goods or services.</p> <p>Payment is made in the South African Rands or any other currency as per the invoice.</p>
<b>GCC17</b>	<b>17. Prices</b>
	<p>17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by</p>

	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.
<b>GCC18</b>	<b>18. Contract amendment</b>
	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.
<b>GCC19</b>	<b>19. Assignment</b>
	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.
<b>GCC20</b>	<b>20. Subcontract</b>
	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.
<b>GGC20 SSC</b>	<p>The supplier shall notify the purchaser in writing of all subcontracts under this contract inclusive of termination of such sub-contracts and the replacement of sub-contracts previously notified in writing.</p> <p>The supplier cannot sub-contract more than 30% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the supplier, unless the supplier sub-contracts to an EME that has the capability and ability to execute the sub-contract.</p> <p>The supplier provides proof, in the legislated formats, of the sub-contractor's B-BBEE status for each sub-contract to this contract to the NRF.</p>
<b>GCC21</b>	<b>21. Delays in supplier's performance</b>
	<p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its</p>

	<p>subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled 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.</p>
GCC22	<b>22. Penalties</b>
	<p>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.</p>

<b>GCC22 SSC</b>	<b>PENALTIES FOR NOT MEETING THE MINIMUM LEVELS SET OUT IN THE SERVICE PERFORMANCE LEVELS EARLIER IN THIS DOCUMENT</b>	
	<b>Situation Requiring Penalty</b>	<b>Penalty where below minimum</b>
	The Certificates of Completion in compliance with the SANS 1850:2014 shall be forwarded to iThemba LABS	As stipulated on GCC 22.1
	Photographs- All work shall be digitally photographed before and after to be provided on CD to iThemba LABS	As stipulated on GCC 22.1
	Service Report–The Service report must be provided on completion of the service. Any faults/parts which require additional repairs/replacement must be reported in writing by the service team on completion.	As stipulated on GCC 22.1
	The Contractor shall report any trends detected that reflect system or equipment degradation, loss of performance, or frequency of failure to iThemba LABS.	As stipulated on GCC 22.1
	A list with the personnel names and ID numbers to iThemba LABS as soon as contractor starts work on site.	Contractor must remove the worker on site immediately, and place the workers on the list within one hour.
	Workers intoxicated or under the influence of alcohol/drugs	Contractor must replace the worker within an hour
	Refusal to comply with lawful instructions from iThemba LABS Security Personnel	Contractor must remove the worker immediately, and replace him/her within one hour
	Emergency Call Out	As stipulated on GCC 22.1
Negligence in the performance of workers duties	Refusal to comply with lawful instructions from iThemba LABS Security Personnel	

	Safety and Health Administration.	Worker(s) who did not attend the Induction Session will not be allowed on-site. Worker(s) who does not wear proper PPE& C will not be allowed on-site.
	Personal Protective Equipment and Clothing.	As stipulated on GCC 22.1
GCC23	<b>23. Termination for default</b>	
	<p>23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> <li>23.1.1. 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;</li> <li>23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or</li> <li>23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</li> </ul> <p>23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier 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.</p>	

	<p>23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ul style="list-style-type: none"> <li>23.6.1. the name and address of the supplier and / or person restricted by the purchaser;</li> <li>23.6.2. the date of commencement of the restriction</li> <li>23.6.3. the period of restriction; and</li> <li>23.6.4. the reasons for the restriction.</li> </ul> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
GCC24	<b>24. Anti-dumping and countervailing duties</b>
	<p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is</p>

	<p>not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>
GCC25	<b>25. Force Majeure</b>
	<p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
GCC26	<b>26. Termination for insolvency</b>
	<p>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.</p>
GCC27	<b>27. Settlement of disputes</b>
	<p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to</p>



	<p>commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p style="padding-left: 40px;">27.5.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p style="padding-left: 40px;">27.5.2. the purchaser shall pay the supplier any monies due the supplier.</p>
<b>GCC28</b>	<b>28. Limitation of liability</b>
	<p>28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p style="padding-left: 40px;">28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p style="padding-left: 40px;">28.1.2. 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.</p>
<b>GCC29</b>	<b>29. Governing language</b>
	<p>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.</p>

GCC30	<b>30. Applicable law</b>
	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	<b>31. Notices</b>
	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
GCC32	<b>32. Taxes and duties</b>
	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
GCC33	<b>33. National Industrial Participation Programme</b>
	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.
GCC34	<b>34. Prohibition of restrictive practices</b>
	34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

	<p>34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.1. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>
<b>BID SCC</b>	<p><b>Intellectual property provided in the bid invitation</b></p> <p>The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by the NRF to the Bidder, both successful and unsuccessful, remain the property of the NRF</p>
<b>BID SCC</b>	<p><b>Intellectual property contained in the deliverables</b></p> <p>The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to the NRF reside with the NRF.</p>
<b>BID SCC</b>	<p><b>Third Party Warranty</b></p> <p>Where the contracted party sources goods or services from a third party, the contracted party warrants that all financial and supply arrangements are agreed between the contracted party and the third party.</p>
<b>BID SCC</b>	<p><b>Third Party Agreements</b></p> <p>No agreement between the contracted party and the third party is binding on the NRF.</p>
<b>BID SCC</b>	<p><b>Contracted Party Due Diligence</b></p> <p>The NRF reserves the right to conduct supply chain due diligence at any time during the contract period including site visits.</p>

**NATIONAL RESEARCH FOUNDATION ANNEXURES**

**Reference Letter Template**

Bidder's Letterhead

We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing on your letterhead the reference as set out below on your experience with us.

<b>Referee Letterhead</b>	<b><u>Referee Legal Name</u></b>		
<b><u>REFERENCE ON COMPANY:</u></b>			
<b>Bid Number:</b>	<b>iThemba LABS – M2017/18:10</b>		
<b>Bid Description: INSPECTION (INCLUDING FIRE SAFETY REQUIREMENT), MAINTENANCE AND CLEANING OF THE EXISTING COMMERCIAL KITCHEN EXTRACTION SYSTEM FOR A PERIOD OF 24 MONTHS.</b>			
Describe the service/work the above bidder provide to you below			
<b>Criteria</b>	<b>Needs improvement</b>	<b>Meets requirements</b>	<b>Exceeds requirements</b>
Professionalism in the discharging of the tasks and documentation such as invoicing and providing of certification			
Reporting and/or Completion Certificate Issue			
Satisfaction with work quality Overall Overall Impression (would use again)			
No. of times used in past year		Would you use the provider again?	YES/NO

Completed by:	
Signature:	
Company Name:	
Contact Telephone Number:	
Date:	
Company Stamp:	

NAME (PRINT)	
CAPACITY	
SIGNATURE	
Witness 1	
NAME	
SIGNATURE	
Witness 2	
NAME	
SIGNATURE	
DATE	