



**TENDER NO: FP 18/2021HK**

**NAME OF BIDDER:** .....

**CSD NUMBER:** .....

Prepared by:  
Freedom Park  
Cnr Koch & 17th Ave  
SALVOKOP  
PRETORIA  
0001  
Tel: 012 336 4000

<b>BID CLOSURES 11:00AM</b>	<b>DATE: 09 DECEMBER 2021</b>
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Only bidders registered on the central supplier database and with CSD Number will be considered for this tender as it is a requirement from National Treasury

**BIDS ARE HEREBY INVITED FROM SUPPLIERS FOR THE FOLLOWING BID:**

BID NO	DESCRIPTION	DEPART.	CONTACT PERSON	COMPULSORY BRIEFING SESSION	CLOSING DATE
<b>FP18/2021HK</b>	Appointment of a service provider for the Build Of the 700m <sup>2</sup> permanent exhibition space at Gallery of Leaders at Freedom Park	Heritage & Knowledge	Edward Buthelezi	24 November 2021 @10:00 am	09 December 2021 @11:00 am

BID DOCUMENTS CAN BE DOWNLOADED FROM THE FREEDOM PARK WEBSITE

www. Freedompark.co.za and e-tender portal

**SERVICE PROVIDER ARE TO COMPLY WITH FREEDOM PARK COVID 19 MEASURES BEFORE ENTERING THE SITE**

Each Tender shall be enclosed in a sealed envelope, bearing the correct identification details, and shall be placed in the tender box located at  
Freedom Park Administration Building  
Cnr Koch & 7<sup>th</sup> Avenue  
SALVOKOP  
PRETORIA, 0001

Technical enquiries must be forwarded to: Ms Lauren Marx, Tel 012 4077 4149 or e-mail to [lauren@freedompark.co.za](mailto:lauren@freedompark.co.za) or sandile@freedompark.co.za

Supply Chain enquiries: Mr Edward Buthelezi, Tel 012 336 4003, e-mail [edward@freedompark.co.za](mailto:edward@freedompark.co.za)

Bids will remain valid for a period of 120 days after the closing date

Bids received after the closing date and time will not be considered. Freedom Park does not bind itself to accept the lowest or any other bid in whole or in part

**SPECIAL CONDITION ON LOCAL CONTENT:**

Steel Value-added Products 100 %

**THIS BID IS OPEN TO ALL EME'S AND QSE'S WITH BBBEE LEVEL CONTRIBUTOR INDEX**

NO	DETAILS	DOCUMENT
	VERY IMPORTANT NOTICE OF DISQUALIFICATIONS	
	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
1	Scope of Work	
2	Pricing data	
3	Evaluation criteria	
4	Bid requirements	
5	Pricing schedules	<b>SBD3.3</b>
6	Invitation to Bids	<b>SBD 1</b>
7	Tax Clearance Certificate	<b>SDB 2</b>
8	Declaration of Interest	<b>SBD 4</b>
9	Preference points claimed form	<b>SBD 6.1</b>
10	Declaration: Local Content	<b>SBD 6.2</b>
11	Declaration of Past Supply Chain Management practice	<b>SBD 8</b>
12	Certificate of Independent Bid Determination	<b>SBD 9</b>
	LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF BID DOCUMENT (NEATLY BINDED WITH ANNEXURES)	
	Company Registration Certificate	
	Copy or original of valid tax Clearance Certificate or Unique Pin	
	BBBEE Certificate	
	CSD Report	
	Comprehensive proposal that responds to functionality	
	<i>Government Procurement General Conditions of Contract</i>	

## VERY IMPORTANT NOTICE OF DISQUALIFICATIONS

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the Freedom Park or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
  - (a) Who is in the service of the state, or;
  - (b) If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state;
  - (c) Who is an advisor or consultant contracted with the Freedom Park in respect of contract that would cause a conflict of Interest?
7. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector
8. Bid offers will be rejected if the bidder has abused the Freedom Park Supply Chain Management System.
9. Failure to complete and sign the certificate of independent determination or disclosing of wrong information.

Failure to submit the above will lead to immediate disqualification

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Bidder Signature (compulsory)

**CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Status of concern submitting tender (delete whichever is not applicable.)

COMPANY /PARTNERSHIP /ONE-PERSON BUSINESS / CLOSECORPORATION/ JOINT VENTURE

**A. COMPANIES**

If the bidder is a company, a certified copy of the resolution of the Board of Directors, personally signed by the chairperson of the board, authorizing the person to signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the board of Directors on.....20....., Mr. / Ms .....

.....has been duly authorized to sign all documents in connection with

**BID NO: FP 18/2021 HK**

SIGNED ON BEHALF OF THE COMPANY:

.....

IN HIS CAPACITY AS:

.....

DATE:

.....

SIGNATURE OF SIGNATORY: .....

WITNESSES:

1.

.....

2.

.....

**B. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as .....

Hereby authorize ..... to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid / or contract on our behalf.

..... Signature	..... Signature	..... Signature
..... Date	..... Date	..... Date

**C. ONE-PERSON BUSINESS**

I, the undersign .....hereby confirm that I am the  
sole owner of the business trading as.....

.....  
Signature

.....  
Date

**D. CLOSE CORPORATION**

If the case of a close corporation submitting a bid, a certified copy of the founding Statement of such corporation shall be included with the Bid, together with a resolution by its members authorizing a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the members at the meeting on the .....200.....at  
.....Mr. / Ms .....whose signature appear below,

has been duly authorized to sign all documents in connection with

**BID NO. FP18/2021HK**

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

.....

IN HIS / HER CAPACITY AS: .....

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES:1 . .....

2.....

## Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize

Mr. /Ms....., authorized

signatory of the company....., acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
<b>Lead Partner</b>		Signature. .... Name ..... Designation .....
		Signature. .... Name ..... Designation .....
		Signature. .... Name ..... Designation .....
		Signature. .... Name ..... Designation .....



## **Appointment of a Service Provider for the Build of the 700m<sup>2</sup> permanent exhibition space at Freedom Park, Gallery of Leaders**

### **A. Background**

The Freedom Park is a public entity legislated by the National Heritage Resources Act No. 25 of 1999, to provide a pioneering and empowering heritage destination that challenges visitors to reflect upon our past, improve our present and build on our future as a unified nation.

The Freedom Park is a dedicated precinct celebrating South Africa's heritage, a centre of knowledge aimed at creating a deeper understanding of the country and its people. Comprising many diverse elements, The Freedom Park will strive to accommodate all of the country's unfolding experience and symbols to tell one coherent story of the struggle of humanity for freedom in South Africa – the struggle for survival, land and resources and how they shaped the social, economic, political, cultural and historical landscape of the country; it will address gaps, distortions and biases to provide new perspectives on South Africa's heritage, challenging traditional narratives through a re-interpretation of the country's existing heritage site.

This key Presidential Legacy Project emanated from diverse sources including but not limited to civil society, non-governmental organizations, academics and various political interest groups. The emergency of Freedom Park was further prompted by the Truth and Reconciliation Commission who identified the need for Symbolic Reparation for victims of past atrocities.

### **B. Vision**

To be leading National and International icon for humanity and Freedom.

### **C. Mission**

To provide a pioneering and empowering heritage destination in order to mobilize for reconciliation and nation building in our country; to reflect upon our past, improving our present and building our future as a united nation; to contribute continentally and internationally to the formation of better human understanding among nations and peoples

## **Gallery of Leaders**

Purpose:

- To portray selected leaders as exemplary role models worthy of being emulated in the way they brought about qualitative leaps in the national struggle for freedom and humanity.
- These leaders have been engaged in struggles that have impacted the national, continental and global context.
- They are nominated in accordance to their contributions in national, continental and international arenas.
- Those from the continent and international arenas will specifically be nominated on the basis of their contribution to the liberation of South Africa and or the liberation of the oppressed in general.

## **Gallery of Leaders Exhibition Overall Content Summary**

- 44 Leaders as noted below, to be accommodated in the exhibition, with ability to expand and add to this list now and in the future.
  1. Abram Louis Fischer
  2. Agostino Neto
  3. Albert Luthuli
  4. Amilcar Cabral
  5. Autshumato
  6. Charlotte Maxeke
  7. che guavera
  8. Chris Hani
  9. Empress Zewditu
  10. Govan Mbeki
  11. Helen Joseph
  12. Hintsa
  13. J.B. Marks
  14. John Garang
  15. Julius Nyerere
  16. King Cetschwayo
  17. King Shaka
  18. Kwame Nkrumah
  19. Lilian Ngoyi
  20. Louverture Toussaint
  21. Manthatisi
  22. Marcus Garvey
  23. Moses Maune Kotane
  24. Moshoeshoe

25. Mzilikazi Khumalo
26. Nelson Mandela
27. Oliver Tambo
28. Queen Nandi
29. Queen Nzinga
30. Robert Sobukwe
31. Ruth First
32. Samora Machel
33. Sekhukhune
34. Sheena Duncan
35. Steve Biko
36. Thomas Sankara
37. Walter Sisulu
38. WEB Du Bois
39. Witbooi
40. Yusuf Dadoo
41. Winnie Mandela
42. Patrice Lumumba
43. Fidel Castro
44. Robert Mugabe

- The exhibition content consists of detailed and deeply researched biographies for each leader; carefully chosen portrait photographs where available; birthday and death dates; first person quotations by the leaders.
- In addition, through the development of the exhibition production phase, archival film footage will be sourced; and new interviews will be filmed to support the existing content.

The exhibition cannot only present the biographies of the 40-45 leaders in the exhibition space. The exhibition must innovatively and engagingly tell the life stories of and commemorate these great and singular leaders but in addition the exhibition space must bring something new to this. It must foster spaces for debate about something even greater than these leaders, the overarching principals – about modes of leadership, learning from the past and taking the information to debate and forge modes of leadership in various geographic and social spaces going forward. By learning about the leaders in the space, the exhibition must facilitate living spaces of dialogue and debate... enhancing the relevance of the content in the Gallery of Leaders to our everyday lives.

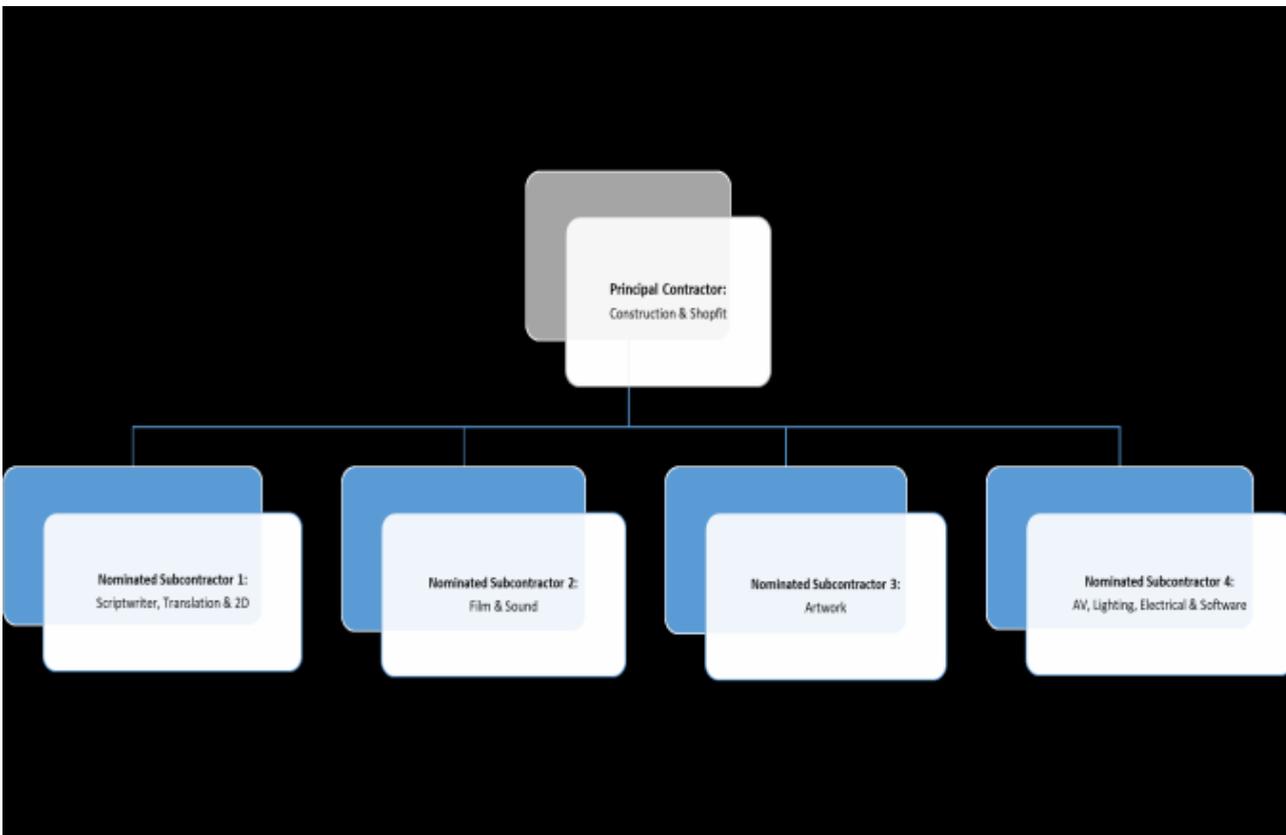
In this way, and supported by various mechanisms in the exhibition, the exhibition carries out a mandate of Freedom Park which is that it "...has the potential to play a significant role in facilitating dialogue... And that it is "... a place for others from around the world to learn from the South African example and to take away new knowledge for the betterment of people around the world."

The visitor must leave the exhibition having learned about these exemplary role models and most importantly be asking themselves how they can emulate or continue along the same path as these leaders in their own lives and in their own communities.

## SCOPE OF WORK

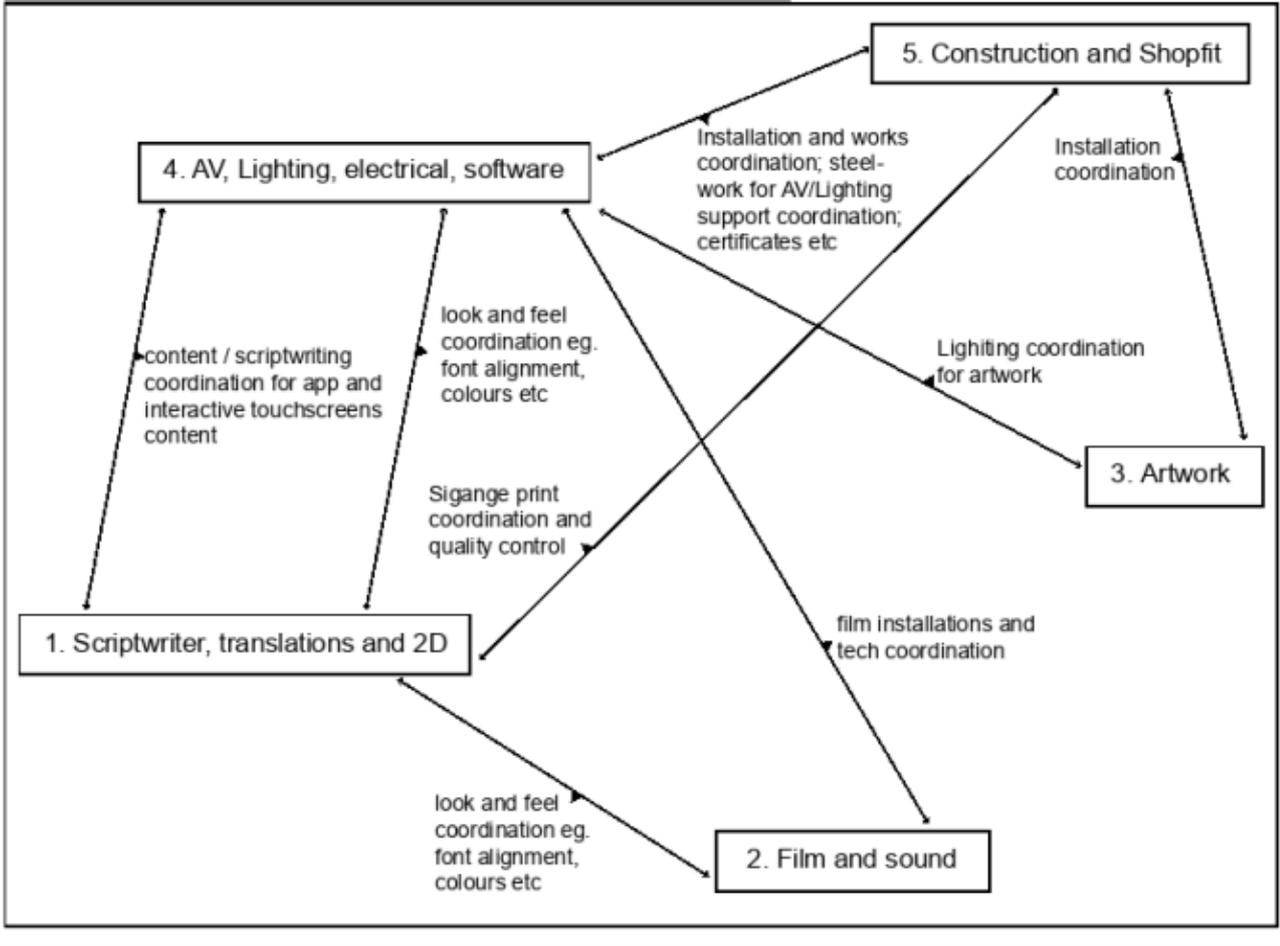
Freedom Park invites tenders from established Shopfitting, printing and installation service providers, for the Build and Implementation of the exhibits of the 700m2 Gallery of Leaders permanent exhibition space at Freedom Park. The project aims to establish the museum as an internationally acclaimed tourist and heritage destination with an unprecedented level of quality and design.

The Gallery of Leaders exhibition design has been completed and will now move into a production phase. Hence, Freedom Park is issuing 5 separate scopes of work for 5 separate Bids. Even though these scopes of work / bids are separate, it is perhaps beneficial to understand the overall scopes of work required to complete the Gallery of Leaders exhibition production, and to see how each separate successful bidder / scope of work would be required to interact with other scopes of work in order to effectively implement and complete. The Shopfit contractor will act as the Principal contractor and all the other services will be nominated subcontractors reporting directly to the Principal contractor. This is done to make shopfitting management and sharing of the work site simpler.



See 5 separate scopes of work organogram below:

OVERALL PROJECT SCOPES OF WORK AND INTERACTIONS



**PLEASE NOTE:**

**INSPECTION OF SITE AND DRAWINGS**

It is a condition that bidders shall have carried out a full and detailed inspection of the site, and inspected all drawings and all bid requirements, prior to the submissions of bid responses. By such an inspection the bidder shall be deemed to be fully informed as to the nature and degree of complexity of the project, all requirements for the works development, the conditions under which the work is to be carried out, the means of access to the site and generally all matters which may influence the bid. No claim whatsoever will be considered after the submission of bids, due to the failure on the bidder to fulfill his/her obligations.

**Drawings issued**

A drawings issue and summary table of items for costing is issued here, however there is no detailed materials measurement accompanying these drawings. It is the bidders responsibility to inspect and price the tender drawings accurately as no further variations on price will be entered into if the bidder is successfully appointed, unless an agreed change is requested in writing by the client and professional team and the variation order is priced and approved in writing. No variation orders will be entertained after the event. All related elements and requirements must be included with the costing eg. installation, on site insurances, Health and Safety, structural certificates, coordination of sub-contractors on site, client reporting etc.

Drawings and supporting detail are issued as part of the tender documentation and is for download at the following link: tbc

NOTE: No printed versions are issued with this tender pack, and only issued for download at the above url.

NOTE: It is essential that the drawings and supporting detail are downloaded and accessed, as they are essential for the pricing.

**All works to be re-measurable:**

All items are re-measurable eg. if less info panels etc are utilized in the final scope, the costing must be able to be recalculated.

**Supporting Information:**

Any supporting pieces of information will be highlighted where relevant and will be included in the downloaded documentation. It is essential that they are used in order to develop the tender responses and costings.

**Scope of Work Inventory for Costing:**

See **\_cost document scope of work 5 and Shopfitting.xlsx** in the downloaded folders for summary exhibition items for costing.

**NOTE:** No other costing matrix or document will be accepted; all costings must conform to this system and xl spreadsheet.

Note: It is the bidders responsibility to ensure all formulas in the xl document are correctly functioning so as to ensure your pricing is correct. No alterations to issued costings will be allowed.

## SCOPE OF WORK #5: SHOPFITTING

The general scope of works includes the following areas:

1. Management and co-ordination of all day-to-day works on site for all other scopes of work as well as their own eg. electrical works which is part of the AV scope of work must be coordinated by the shopfitting contractor so as to ensure smooth on site running. This includes programming and frequent reporting / communications with the exhibition designer and client.

### 2. Manufacture and Installations

Shopfitting manufacture of various exhibition installations according to exhibition design and supply drawings issued. This will include large hanging and fixed structures; metalwork, carpentry works, signage printing and installation etc. Please note that references must be provided of previous and relevant shopfitting work as well as images of exhibition work reflected, as requested in the submission requirements, in the company profile.

3. Printing and print coordination for all exhibition signage (note that a print sample has been requested as part of the bid submission)

### 4. Fit-outs and Finishes

Typical shop fitting, wall structures, acoustic and information paneling, large structural installations, large relief laser-cut and grid work metal structures, signage etc. SEE ASSOCIATED exhibition design and supply drawings (and drawings register) for scope of work and costing.

5. Structural Certificates to be provided on completed exhibition works.

- On the following pages specific detail relating to the distinct scopes of work is detailed and described.
- See *170125\_GOL\_001\_general arrangement plan revB.pdf* (in downloaded folders) for the overall exhibition areas and items.
- SEE ASSOCIATED exhibition design and supply drawings for scope of work and costing development.

## SCOPE DETAIL:

### Shopfit, Installation etc:

- Please see the downloaded folders with all design and supply drawings (no printed drawings will be issued with this tender).
- Please see associated document *\_cost document scope of work 5 Shopfit.xlsx* in downloaded folders for scope of work detail.
- In addition, some additional clarification and information is noted below specifically related to the printing and signage specs which may not be included on the drawings or cost matrix:
- The shopfitting scope of work require bespoke exhibition shopfitting and not strictly brick and mortar work.
- Due to the limitations of shopfitting methodology, use of lightweight metalwork material for the shopfitting to accommodate is recommended due to the fact that the exhibition can't be bolted to the floor and must be suspended from the ceiling.

### Signage and Printing

In addition to the shopfitting works and drawings noted above, the contractor will also be required to manufacture and install all the printed items for the exhibition. Experience in manufacturing of signage / info panels required in the Gallery of Leaders. Experience in working with large-scale graphic signage and info panel displays is essential. The museum environment necessitates that specialist functionality be employed to ensure longwearing signage and info panels of the highest print and performance.

The general scope of printing works includes:

- Printing and onsite installation of large format graphic and text panels throughout the exhibition space. Note that this does not include graphic design. Print-ready documents will be issued to the successful bidder. The successful bidder will be responsible for print management, manufacture and installation.
- Updated methodologies or print materials / techniques may be reconsidered depending on shopfit manufacturing approach and materials – this relating particularly to the Alcove Screen (170125\_GOL\_401\_Alcove Screen SOP Plan.pdf; 170125\_GOL\_402\_Alcove Screen Frame.pdf; 170125\_GOL\_403\_Alcove Screen Finished Surface.pdf) where methodology and material is as per bidders preferred method. The design and supply drawings issued note performance specs, design requirements, look and feel, but does not dictate the specific materials. This specifically to allow the bidder to propose a solution which embraces the design and performance requirements but which allows the bidder to move forward in a manner that harnesses their particular expertise for this bespoke and complicated structure. As printed surface combines with constructed surfaces it is essential both are considered for a streamlined methodology – whether stretched fabric prints onto

metal subframes, or vinyl onto drywalling structures or other innovative solutions, the bidder should propose.

Note that the signage / information panel scope of work is for the content areas of the exhibition space and does not include wayfinding signage already installed onsite.

Please see Signage / Info Panel inventory below:

Signage Scope of Works & Brief Table Shopfit scope of works is noted in the drawings in the downloaded files only and is not noted in this table)						
Panel # / Title	Size (mm)	Qty	Surface Print area	Material		
1.	Info Panels:  1 x entrance panel 6 x alcove panels 1 x conclusion panel	1200mm (w) x 1700mm	8	25.5 m2  (not including returns, installations etc)	2D Graphics to be printed onto Dibond with laminate finish. Installation methodology to ensure clean finish and edging. The dibond must be flush with the metalwork stand which supports the dibond info panel.  The dibond print must be sealed suitably so as to ensure the highest finish and functionality.	
2.	Alcove Screen signage  The printed areas, substrate (fabric, vinyl, dibond, other); print methodology etc is dependent on the Design and Supply production methodology that the contractor will propose / choose for this item. Based on the contractor's	Drawing supplied	1	182 m2 of printed area  (not including returns, installations etc)	Please provide a cost for printing and installation of printed surfaces as per the production methodology.  Some guidelines on quality for various materials are provided below:  - *Vinyl Spec: Cast Vinyl / museum grade "DPF 6000" 1220dpi Image - Print Matt finish - Clear Sealer with gloss finish  Applied to:	

**Signage Scope of Works & Brief Table Shopfit scope of works is noted in the drawings in the downloaded files only and is not noted in this table)**

Panel # / Title	Size (mm)	Qty	Surface Print area	Material
<p>manufacture methodology and associated materials, the print methodology will be defined.</p> <p>We have not stipulated fabric, vinyl etc as this will need to be decided on based on best methodology for this specialist item.</p>				<p>- drywalling or supawood boarding substrate, countersunk and screw fixed into Substructure, filled and sanded to hide fixing.</p> <p>- The costing must include installation of vinyl onto substrate.</p> <p>- Printed onto fabric and applied to metal sub-frame in a neat system.</p> <p>Print quality, application and finish are essential elements for this work.</p>
3. Printed A4 4-pg (double-sided) full colour visitor guide	A4 or smaller	1000		<p>- Colour Lytho Print onto gloss paper, 180gram or equivalent</p> <p>- Clear Sealer with matt / gloss finish</p>
4. Printed A4 4-pg (double-sided) full colour educational guide	A4 or smaller	1000		<p>- Colour Lytho Print onto gloss paper, 180gram or equivalent</p> <p>- Clear Sealer with matt / gloss finish</p>
5. Provision of print samples before final prints proceed				

\* This is a minimum vinyl and print spec. It is essential that the highest quality is achieved in print production. Any changes to this spec would need to be discussed and samples provided to justify. Written approval would need to be provided by client in order to change the spec. Innovative approaches and new technology is certainly welcomed.

**Other Scope Requirements:**

All necessary items for work on site must be included in your costing – see the last line items in the costing document. This would need to cover the necessary Health and Safety requirements for works on site; coordination of other contractors (although the successful bidder will not pay these contractors or enter into a direct contract) the bidder will be required to coordinate safety requirements on site; coordinate day to

day scheduling on site so as to ensure programmes are adhered to and works run smoothly; coordinate meetings necessary for your works to progress eg. AV and electrical meetings to ensure your shop drawings are completed timeously and with necessary contractor requirements etc.

## PROCUREMENT PROGRAMME

Tender advertised	<b>tbc</b>
Compulsory contractor briefing	<b>tbc</b>
Tender 21-Days period	<b>tbc</b>
Tender submissions close	<b>tbc</b>
Expected Tender evaluation	<b>tbc</b>
Expected Bid Adjudication	<b>tbc</b>
Expected Contractor appointment	<b>tbc</b>

## BID REQUIREMENTS

- A comprehensive company profile of the bidder shall be attached as an addendum to the response. The profile shall contain at least the following information.
  - Company size and structure
  - A list of current and previous projects with contact details of clients (listing contact name, address, contact number, fax number and e-mail address). This should include the company CV, a detailed portfolio, of not more than 20 pages, of similar projects that includes visuals of the work as well as client name, contact person and telephone number, description of the work, and value of these projects. Freedom Park reserves the right to contact or visit any of the persons on the list in order to obtain information regarding the quality of services provided by the bidder, together with a description of the services rendered to the client.
  - Completion certificates for specialist works similar to our scope of work
  - CV's of key personnel with the company that will be deployed for this project.
  - Organogram of key personnel for this project.
  - In addition to profile submission, please also provide a summary table of relevant experience and works completed in the following areas:
    - 5 x Build and Implementation Projects completed by the bidding company
    - Include 3 x references for any of the above projects
- A detailed programme must be provided showing the start and completion date for all work in relation to each phase of the project, the critical project path, and any dependencies and risks to the completion date.

Freedom Park is aiming at a 6-month programme for all works and there is some urgency to get this project completed asap, however, we are aware that there are interdependencies between contractors and some of these processes may result in variations with that programme. We would

prefer to receive a realistic programme from the start with a true reflection of time required for your scope of works. This will assist in proper coordination and proper planning. Feel free to propose any time-saving mechanisms where possible!

Note: Once the successful bidders for the 5 different scopes of work are appointed, there will be an opportunity to coordinate around a collective programme which will take detailed interdependencies into account and updated timeframes will be developed. However, the original programmes submitted as part of this bid will be utilized as a basis to develop the master programme.

Note: the project costing submitted must be a fixed project cost and not time-based ie. Freedom Park will not engage in claims around delays or time extensions.

- Project Methodology and approach. This is specialist multi-disciplinary work and this will require detailed approach and methodology information to be set out. This should include amongst other items a detailed description to situate and detail project phases; requirements; how team members coordinate; client liaison etc.
- In addition, bidders are required to provide samples of work for various scopes of work as follows:
  - Signage / Printing dibond sample: see *Freedom Park\_signage sample* folder (in downloaded folders) for artwork and sample information and requirements
  - Ensure that there are sufficient photographs documenting manufactured items completed which would reflect your ability to produce and manufacture difficult, detailed, bespoke works in a number of various materials from metalwork to timber etc.

Note: Bidders that do not submit the required samples will be deemed as being unresponsive and the submissions will not be adjudicated.

**Note: The personnel that manufacture / develop the various samples must form part of the bidders team and must be responsible for actual exhibition manufacture and development. No changes of the team will be allowed unless with written permission from the client. In the eventuality that the team needs to be changed, a new sample will be required.**

- Note: The contract with the successful bidders will be dependent on the contractor providing the following business documents:
  - Workman's Compensation valid Letter of Good Standing
  - Public Liability insurance
- 10% retention on the claims up to a maximum of 10% of the contract value, this will be the construction guarantee. 50% of the retention will be released at practical completion and the balance will be released 12 months after practical project completion date on condition that the client did not have to fix any defects within that period.
- The defects liability period shall be 12 months from the completion of the works

## BID SUBMISSION

The location for the opening of the bid offers, immediately after the closing time thereof shall be: Freedom Park, Corner Koch and 7th Avenue, Salvokop, Pretoria

## BID ACCEPTANCE

Bid offers will only be accepted if they meet the following criteria.

The bidder or any of its directors is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of corrupt Act (Act. No. 12 of 2004) as person prohibited from doing business with the public sector.

The bidder has not:

- i) Abused the Employer's Supply Chain Management system; or
- ii) Failed to perform on any previous contract and has been given a written notice to this effect

The bidder has completed, signed and submitted the SBD4: Declaration of Interest and the bid's past supply chain management practices and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interest of the employer or potentially compromise the bid process.

The bidder is registered with:

- i) The Unemployment Insurance Fund
- ii) The Workman's Compensation Fund

## CLOSING DATE

Bids shall be returned to the office of Freedom Park before 11h00am on **09<sup>th</sup> December 2021**.

No Late bids will be considered.

## COMPULSORY BRIEFING INSPECTION

A compulsory briefing will be held at **24 November 2021**.

## EVALUATION OF BIDS

Bids will be evaluated on the basis of 80/20-preference point system as follows.	
Price	80
Functionality	100
BEE	20
Evaluation Criteria for Functionality	Weighting
1. Project management: Demonstrated ability to work with and manage different teams and to coordinate different scopes of work and specialist scopes of work	
1.1. Methodology and approach: Provide a detailed methodology about how different scopes of work are to be implemented, organogrammes etc.	10
1.2. Detailed Works Programme	10
1.3 CV's, qualifications and relevant experience of the proposed team for this project	10

Profile, Previous experience and track record: detail portfolio / profile of similar projects that include visuals of the work, client name, contact person, telephone number, description of work and value of these projects. References etc. Summary Table noting projects and experience.	40
Samples and examples of work	30
<b>A bidder that scores less than 70 out of 100 in respect of “functionality” will be regarded as non-responsive bid and will be disqualified.</b>	

# BILL OF QUANTITIES

GALLERY OF LEADERS: EXHIBITION PRODUCTION ITEMS / BUDGET

5: Construction and Shopfit

NOTE: \*NO items may be excluded or altered  
 \*It is the bidders responsibility to ensure all formulas in the xl document are correctly functioning & pricing is correct.  
 \*No other costing matrix or document will be accepted; all costings must conform to this system and xl spreadsheet.  
 \*Additional items may be added where necessary to provide more detail. Please highlight any additions so that they are clear

#, AREA & ITEM		Details & Drawings etc	Quantity			
<b>1 ENTRANCE &amp; EXIT SIGNAGE (EXHIBITION TITLE)</b>						
1,1	Entrance Signage /Exhibition title & Exit Signage	170125_GOL_204_Entrance and exit signage.pdf	see drawing			
<b>2 ENTRANCE &amp; EXIT THRESHOLD</b>						
2,1	Entrance Threshold structure	170125_GOL_201_entrance threshold plan_revA.pdf	see drawing			
		170125_GOL_202_entrance threshold elevation_revB.pdf				
		170125_GOL_203_entrance threshold elevation revB.pdf				
		structural engineer certificate to be supplied				
2,2	Monitor Stands (entrance and exit thresholds)	170125_GOL_406_Monitor Stand_revB.pdf	see drawing			
2,3	Exit Threshold structure	170125_GOL_701_exit threshold plan_rev B.pdf	see drawing			
		170125_GOL_702_exit threshold elevation_revB.pdf				
		170125_GOL_703_exit threshold elevation rev B .pdf				
		structural engineer certificate to be supplied				
<b>3 MONUMENTAL PROJECTION AREA</b>						
3,1	Monumental Screen	170125_GOL_301_Monumental Screen SOP Plan.pdf	see drawing			
		170125_GOL_302_Monumental Screen Frame.pdf				

			170125_GOL_303_Monumental Screen Finished Surface.pdf			
			structural engineer certificate to be supplied			
<b>4 ALCOVE AREA</b>						
	4,1	Alcove Screen	170125_GOL_401_Alcove Screen SOP Plan.pdf	see drawing		
			170125_GOL_402_Alcove Screen Frame.pdf			
			170125_GOL_403_Alcove Screen Finished Surface.pdf			
			structural engineer certificate to be supplied			
	4,2	Alcove Screen Content Signage & Printing	see drawing for size etc: 170125_GOL_401 to 403	see drawing		
			see also 170125_GOL_004_AV Layout.pdf for general arrangements			
			See Signage Scope of Works & Brief Table, item #2 for materials spec			
	4,3	Alcove Touchscreens Stands	170125_GOL_404_Touch screen stand_revB.pdf	see drawing		
<b>5 CENTRAL AREA</b>						
	5,1	Seating	170125_GOL_501_seating detail revC.pdf	see drawing		
	5,2	AV Truss	170125_GOL_407_AV truss layout_rev A.pdf	see drawing		
			Noted on drawings additional repositioning of items & some building works			
<b>6 GENERAL ITEMS</b>						
	6,1	Information / Content Panels stands	170125_GOL_405_Content stand_revB.pdf	see drawing		
	6,2	Information / Content Signage & Printing	see drawing for size etc: 170125_GOL_405_Content stand_revB.pdf	see drawing		
			see also 170125_GOL_004_AV Layout.pdf for general arrangements			
			See Signage Scope of Works & Brief Table, item #1 for materials spec			
	6,3	General Building Works	Core drill access under floor platform to rack room	inspect site		

6,4	General Building Works	General Allocation or contingency	inspect site			
6,5	Light Dampening	170125_GOL_002_ window and skylight treatment layout_revB.pdf	see drawing			
6,6	Printed Materials	Printed Materials				
6,7	Misc Attendance, insurances, OHS etc	Necessary items for the completion and oversight of the works				
		Any items not included above for specialist works				
6,8	Other	To be specified by contractor if anything is not included above				
6,9	Principal Contractor Subcontractor coordination roles					
		<b>SUB-TOTAL</b>	excl VAT			
9	Contingency	5% Contingency to be calculated on works sub-total above				
		<b>SUB-TOTAL</b>	excl VAT			
		<b>VAT</b>	VAT			
		<b>TOTAL</b>	incl VAT			

## 6 PRICING SCHEDULE

### PRICING INSTRUCTIONS

#### 6.1 General

6.2 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

6.3 The Price Schedule shall be read with all the documents which form part of this Contract.

6.4 The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work at which the tenderer tenders to do the work.

Price: The product of the quantity and the rate tendered for an item.

Lump sum: An amount tendered for an item, the extent of which is described in the Price Schedule, the Specification and the Scope of Work, but the quantity of work of which is not measured in any units.

### Units of Measurements

The units of measurement described in the Price Schedule are metric units.

Abbreviations used in the of Quantities are as follows:

Mm	=	millimetre	h	=	hour
M	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m <sup>2</sup>	=	square metre	no.	=	number
m <sup>2</sup> .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m <sup>3</sup>	=	cubic metre	MN.m	=	meganewton-metre
m <sup>3</sup> .km	=	cubic metre-kilometre	PC sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	Per cent
MPa	=	megaspascal	kW	=	kilowatt

### Rates

This price list has columns for quantity, rate and price for the goods. Entries in these columns are made as follows:

- 6.5. If the Supplier is to be paid an amount for the goods which is a fixed price for an item or a fixed price for each of a series of items, the tendering supplier enters the amount in the price column only, the other two columns being left blank.
- 6.6. If the Supplier is to be paid an amount for the goods which is the unit rate for each item multiplied by the quantity of the item supplied, (i.e. a 'Price Schedule' arrangement) - the tendering supplier enters the rate which is then multiplied by the quantity (which has been entered either by him or by the Purchaser) to produce the price which is also entered.
- 6.7. If the Supplier is to be paid an amount for an item of the goods which is the rate multiplied by the quantity supplied -whatever that quantity turns out to be (i.e. a 'schedule of rates' arrangement) - the tendering supplier enters the rate only, the other two columns being left blank. The tendering supplier's offer cannot include a total of the prices which covers all the items which the Supplier has to supply if any of the supply is dealt with using items with a rate only.
- 6.8 Rate only entries must not be made for work covered by other items.

**CORRECTION OF ENTRIES MADE BY TENDERER**

*Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.*

***(Bidder erase or painted shall be unacceptable bidder.***

**PRICING SCHEDULE – ONLY FIRM PRICES WILL BE ACCEPTED**

Name of bidder.....	Bid number: <b>FP18/2021HK</b>
Closing Time <b>11:00AM</b>	Closing date: <b>09 December 2021</b>

**OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.**

- Required by: **FREEDOM PARK**
- At: **SALVOKOP- PRETORIA**
- Does the offer comply with the specification(s)? **\*YES/NO**
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at :-

**TOTAL BID OFFER : R.....**

Freedom Park Administration Building  
 Cnr Koch & 7<sup>th</sup> Avenue  
 SALVOKOP  
 PRETORIA  
 0001

**SBD1**

**PART A INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:	<b>FP 18/2021 HK</b>	CLOSING DATE:	<b>09 December 2021</b>	CLOSING TIME:	<b>11H00 AM</b>
-------------	----------------------	---------------	-------------------------	---------------	-----------------

DESCRIPTION	Appointment of a service provider for the build of the 700m2 permanent exhibition space at Freedom Park, Gallery of Leaders				
-------------	---	--	--	--	--

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**Freedom Park Administration Building, Cnr Koch & 7th Avenue, SALVOKOP, PRETORIA, 0001**

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>	<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>
---	--

CONTACT PERSON	<b>Edward Buthelezi</b>	CONTACT PERSON	<b>Lauren Marx</b>
----------------	-------------------------	----------------	--------------------

TELEPHONE NUMBER	<b>012 336 4003</b>	TELEPHONE NUMBER	<b>012 4077</b>
------------------	---------------------	------------------	-----------------

FACSIMILE NUMBER	<b>012336 4021</b>	FACSIMILE NUMBER	<b>012 3364021</b>
------------------	--------------------	------------------	--------------------

E-MAIL ADDRESS	<b>edward@freedompark.co.za</b>	E-MAIL ADDRESS	<b>LAUREN@FREEDOMPARK.CO.ZA</b>
----------------	---------------------------------	----------------	---------------------------------

**SUPPLIER INFORMATION**

NAME OF BIDDER			
----------------	--	--	--

POSTAL ADDRESS			
----------------	--	--	--

STREET ADDRESS			
----------------	--	--	--

TELEPHONE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

CELLPHONE NUMBER				
------------------	--	--	--	--

FACSIMILE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

E-MAIL ADDRESS				
----------------	--	--	--	--

VAT REGISTRATION NUMBER				
-------------------------	--	--	--	--

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
----------------------------	----------------------------	--	-----------	-------------------------------	------

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes	<input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
---	--	--	--

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

## PART BTERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

## **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**DECLARATION OF INTEREST**

1. 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 a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

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

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>“State” means –

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

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:.....

Name of state institution at which you or the person connected to the bidder is employed :.....

Position occupied in the state institution: .....

Any other particulars:

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

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

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

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

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

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

2.8 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**

2.8.1 If so, furnish particulars:

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

2.9 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**

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

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

2.11.1 If so, furnish particulars:  
.....  
.....  
.....

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>State Employee Number / Peral Number</b>

**4 DECLARATION**

I, \_\_\_\_\_ THE \_\_\_\_\_ UNDERSIGNED  
(NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3  
ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN  
TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT  
SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

---

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<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.



**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>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
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"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
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		
<b>OR</b>		
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:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of 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 –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) 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
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

### **1. General Conditions**

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

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

Where

x is the imported content in Rand

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

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

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

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO.** .....

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

NB

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

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

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

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

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

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now 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.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, 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

6. 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.
7. In particular, without limiting the generality of paragraphs 6 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.
8. 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.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<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 a contract.

**SBD 9**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**THE NATIONAL TREASURY**  
**Republic of South Africa**



**GOVERNMENT PROCUREMENT:**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

## **NOTES**

The purpose of this document is to:

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

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

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

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<b>1. Definitions</b>	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 “Day” means calendar day.</p> <p>1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the 5 RSA.</p> <p>1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14 “GCC” means the General Conditions of Contract.</p>
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	<p>1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.\</p> <p>1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such 6 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>
<p><b>2. Application</b></p>	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<p><b>3. General</b></p>	<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, 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>

<p><b>4. Standards</b></p>	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<p><b>5. Use of contract documents and information; inspection.</b></p>	<p>5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause</p> <p>5.1 Except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause</p> <p>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>
<p><b>6. Patent rights</b></p>	<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>
<p><b>7. Performance security</b></p>	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>(b) 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>
<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</p>

	<p>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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.9 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>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 ontract. 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>10. Delivery and documents</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>10.3</p>
<b>11. Insurance</b>	<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>

<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.
<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>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li><li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li><li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li><li>(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</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>
<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>(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</li><li>(b) in the event of termination of production of the spare parts:<ul style="list-style-type: none"><li>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li></ul></li></ul>
<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>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>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 the supplier in his bid, with the exception of any price adjustments authorized in the purchaser's request for bid validity extension, as the case may be.</p>
<b>18. Contract amendments</b>	<p>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</p>
<b>19. Assignment</b>	<p>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.</p>
<b>20. Subcontracts</b>	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
<b>21. Delays in the supplier's performan</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 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,</p>

	<p>pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause</p> <p>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>
<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>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>(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</li><li>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</li><li>(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</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>

	<p>(i) the name and address of the supplier and / or person restricted by the purchaser;  (ii) the date of commencement of the restriction (iii) the period of restriction; and  (iv) the reasons for the restriction.</p> <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>
<p><b>24. Anti-dumping and countervailing duties and rights</b></p>	<p>24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>
<p><b>25. Force Majeure</b></p>	<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>
<p><b>26. Termination for insolvency</b></p>	<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>
<p><b>27. Settlement of Disputes</b></p>	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p>

	<p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
<p><b>28. Limitation of liability</b></p>	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>(b) 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>
<p><b>29. Governing language</b></p>	<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>
<p><b>30. Applicable law</b></p>	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
<p><b>31. Notices</b></p>	<p>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</p> <p>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</p>
<p><b>32. Taxes and duties</b></p>	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
<p><b>33. National Industrial Participation (NIP) Programme</b></p>	<p>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.</p>
<p><b>34 Prohibition of Restrictive practices</b></p>	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of</p>

	<p>firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>
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