

INVITATION TO BID

| | | | | | |
|--|--|--|-------------------|----------------------|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SPORT, ARTS AND CULTURE | | | | | |
| BID NUMBER: | DSAC-002-2022 | CLOSING DATE: | 16 SEPTEMBER 2022 | CLOSING TIME: | 11:00 AM |
| DESCRIPTION | THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A FEASIBILITY STUDY TO MEMORIALISE AND COMMEMORATE LANGEBERG WAR IN A BEFITTING WAY | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT THE DEPARTMENT | | | | | |
| BID RESPONSE DOCUMENTS MUST BE SUBMITTED IN THE TENDER BOX SITUATED AT THE MAIN RECEPTION AREA: | | | | | |
| DEPARTMENT OF SPORT, ARTS AND CULTURE | | | | | |
| MERVIN J ERLANK SPORT PRECINCT (MJESP) BUILDING | | | | | |
| 24 – 28 CHURCH STREET | | | | | |
| FLORIANVILLE | | | | | |
| KIMBERLEY | | | | | |
| 8301 | | | | | |
| 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 | | | | | |
| TAX CLEARANCE CERTIFICATE AND SARS TAX STATUS PIN LETTER (GOOD STANDING) BEEN SUBMITTED | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| CSD SUPPLIER NUMBER: MAAA..... | | | | | |
| HAS AN ORIGINALLY CERTIFIED COPY OF THE BIDDER'S B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT BEEN SUBMITTED? | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| IF YES, WHO WAS THE CERTIFICATE ISSUED BY? | | | | | |
| AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX | <input type="checkbox"/> | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) | | | |
| | <input type="checkbox"/> | A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) | | | |
| | <input type="checkbox"/> | A REGISTERED AUDITOR | | | |
| | | NAME: | | | |
| [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 BELOW)] |
| SIGNATURE OF BIDDER | DATE | | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.) | | | |
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE (ALL INCLUSIVE) | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
| DEPARTMENT OF SPORT, ARTS AND CULTURE | | CONTACT PERSON | Mr. Masala Sinthumule |
| CONTACT PERSON | Mr. Heinrich Nieuwenhuizen | TELEPHONE NUMBER | 082 762 1089 |
| TELEPHONE NUMBER | 082 605 4028 | E-MAIL ADDRESS | jsinthumule@ncpg.gov.za |
| E-MAIL ADDRESS | hnieuwenhuizen@ncpg.gov.za | | |

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED AND MUST NOT TO BE RE-TYPED, FAXED OR SCANNED DOCUMENT TO SCM OFFICIALS WILL NOT BE CONSIDERED.
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

| | |
|---------------------|-------------------|
| Name of bidder..... | Bid number..... |
| Closing Time 11:00 | Closing date..... |

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

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) |
|----------|----------|-------------|---|
|----------|----------|-------------|---|

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

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

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICING SCHEDULE
(Professional Services)

| | |
|-----------------------|-------------------|
| NAME OF BIDDER: | BID NO: |
| CLOSING TIME 11:00 | CLOSING DATE..... |

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

| ITEM NO | DESCRIPTION | BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED) |
|---------|-------------|--|
|---------|-------------|--|

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

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

R.....
R.....
R.....
R.....
R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

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

R..... days
R..... days
R..... days
R..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

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

..... R.....
..... R.....
..... R.....
..... R.....

TOTAL: R.....

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Name of Bidder:

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| | | | R..... |
| | | | R..... |
| | | | R..... |
| | | | R..... |
| TOTAL: R..... | | | |

- 6. Period required for commencement with project after acceptance of bid
.....
- 7. Estimated man-days for completion of project
.....
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

*(DELETE IF NOT APPLICABLE)

Any enquiries regarding bidding procedures may be directed to the –
(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:
Or for technical information –
(INSERT NAME OF CONTACT PERSON)

Tel:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

| | |
|-----------|----------------|
| | |
| Signature | Date |
| | |
| Position | Name of bidder |

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 **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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:

| | POINTS |
|--|------------|
| PRICE | |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | |
| Total points for Price and B-BBEE must not exceed | 100 |

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

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:

| Designated Group: An EME or QSE which is at last 51% owned by: | EME √ | QSE √ |
|---|--------------------------|--------------------------|
| Black people | <input type="checkbox"/> | <input type="checkbox"/> |
| Black people who are youth | <input type="checkbox"/> | <input type="checkbox"/> |
| Black people who are women | <input type="checkbox"/> | <input type="checkbox"/> |
| Black people with disabilities | <input type="checkbox"/> | <input type="checkbox"/> |
| Black people living in rural or underdeveloped areas or townships | <input type="checkbox"/> | <input type="checkbox"/> |
| Cooperative owned by black people | <input type="checkbox"/> | <input type="checkbox"/> |

| | | |
|--|--|--|
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
 company/firm:.....

8.2 VAT registration
 number:.....

8.3 Company registration
 number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- 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.

| |
|---|
| <p>WITNESSES</p> <p>1.</p> <p>2.</p> |
|---|

| |
|--|
| <p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p> |
|--|



**DEPARTMENT OF SPORT, ARTS AND
CULTURE**

**CONDITIONS AND UNDERTAKINGS BY
BIDDERS IN RESPECT OF THIS BID**

**THE APPOINTMENT OF A SERVICE PROVIDER
TO CONDUCT A FEASIBILITY STUDY TO
MEMORIALISE AND COMMEMORATE
LANGEBERG WAR IN A BEFITTING WAY.**

BID NUMBER: DSAC-002-2022

CONDITIONS AND UNDERTAKINGS BY BIDDERS IN RESPECT OF THIS BID

1. Proprietary Information

Department of Sport, Arts and Culture (DSAC) considers this bid and all related information, either written or verbal, which is provided to the respondent, to be proprietary to DSAC. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this bid or related information to any third party without the prior written consent of DSAC.

2. You are hereby invited to submit your bid for the appointment of a service provider to conduct a feasibility study to memorialise and commemorate Langeberg War in a befitting way.

3. Service providers should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by DSAC in regard to anything arising from the fact that pages are missing or duplicated.

4. Validity Period

Responses to this bid must be valid for a period of 90 days counted from the closing date of the bid.

5. Submission for bid proposal

5.1 Request for proposal (**RFP**) should be submitted with clear reference to each document attached and all bound in a sealed envelope endorsed, "**DSAC-002-2022: THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A FEASIBILITY STUDY TO MEMORIALISE AND**

COMMEMORATE LANGE BERG WAR IN A BEFITTING WAY". The sealed envelope must be placed in the Bid Box at the Main Reception Area of the Mervin J Erlank Sport Precinct Building (MJESP) at 24-28 Church Road, Florianville, Kimberley, 8301 by no later than 11h00 on Friday, 16 September 2022. The closing date, company name and the return address must also be endorsed on the envelope.

5.2 If a courier service company is being used for delivery of the bid document, **the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the correct bid box.**

5.3 The bidder will carry the risk to ensure that his/her bid document is submitted in the bid box of the Department of Sport, Arts and Culture if services of the South African Post Office are used.

5.4 All documents attached to the bid must be submitted on the official forms provided and **MUST NOT BE RE-TYPED.**

5.5 No bids received by fax or email or similar medium will be considered.

5.6 Where a bid document is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **Late bids will not be considered.** Bidders are encouraged to ensure that bids are delivered timeously to the correct address. The bid box is generally open 24 hours a day, 7 days a week.

5.7 The bidder is responsible for all the cost that he/she shall incur related to the preparation and submission of the bid document.

5.8 An Exempted Micro Enterprise (EME) is required to submit an original certified sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by Regulation 6 and 7 of the Preferential Procurement Regulations 2017.

5.9 The Department of Sport, Arts and Culture reserves the right not to appoint a service provider and is also not obliged to provide reasons for the rejection of any proposal. The Department reserves the right to:

5.9.1 Reject all bids;

5.9.2 Not to accept the lowest bid or any bids in part or in whole;

5.9.3 Consider any bids that may not conform to any aspect of the bidding requirements;

5.9.4 Decline to consider any bids that do not conform to any aspect of the bidding requirements;

5.9.5 Request further information from any service provider after closing date;

5.9.6 Negotiate pricing with the recommended bidder due to budget constraints;

5.9.7 Cancel this bid or any part thereof at any time.

5.10 SARS "TAX CLEARANCE STATUS PIN" to validate the bidder's tax matters must be included in the bid document. Failure to do so might invalidate your bid. Bidders must ensure compliance with their Tax Obligations. The Department is unable to award a bid/contract

to a company whose tax affairs are not in order as determined by the South African Revenue Services (SARS). A contract will not be awarded to a bidder that cannot provide proof that their tax matters are in order at the time of the award of the requests for quotations. The Department will inform bidders at various stages during the request for quotation evaluation process if their tax compliance status has changed. Bidders are advised to ensure that they are tax compliant before an award is considered.

5.11 All communication (SCM & Technical Enquiries) between the bidder and the Department must be done in writing.

5.12 Any corrections on the bid document made by the bidder must be initialled.

5.13 Use of correcting fluid is prohibited.

5.14 The bid will be opened in public as soon as practicable after the closing time. No prices will be announced.

5.15 The bid document must be completed in ink. Non adherence to this condition will invalidate the bid.

5.16 The bid document should be submitted on the official bid document as advertised. Suppliers are advised to print out the whole document and complete it in pen. The document must be submitted in its' entirety, i.e. as a whole without any changes being affected. The supplier should not change the Departmental Format of the bid

document. If any other forms are used that do not form part of the bid document, DSAC may disqualify the bid of the supplier.

5.17 SUB-CONTRACTING

5.17.1 Should the appointed company use the services of any sub-contractors, the information must be supplied on the bidding document / be indicated on the NCP 6.1 form.

5.17.2 Three (3) contactable references of the sub-contractor, in terms of clients to whom projects of similar scope and complexity were successfully completed must be submitted.

5.17.3 Please take note of the following Preferential Procurement Regulations, 2017 in terms of sub-contracting:

- ✓ **A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended subcontractor is an exempted micro enterprise that has the capability and ability to execute the sub-contract.**
- ✓ **A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status than the person concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.**
- ✓ **Changing of sub-contractors after award of the bid must be pre-approved by the Department. The new**

sub-contractor must be assessed against the same quality standards as used during the bidding process by the Department.

5.18 **Bid – Compliance Evaluation.** The bidder must submit the following returnable documents for pre-qualification:

Stage 1: Compliance Evaluation

| Document that must be submitted | Non submission may result in disqualification | | Attached (To be completed by the bidder) |
|---|--|---|---|
| Non Compulsory Virtual Briefing Session | NO | Non Compulsory virtual briefing session will be held on Friday, 02 September 2022, Time: 10:00AM to 11:00 AM (Bidders should ensure that they request the link for the meeting well in advance in order to log in at least 30 minutes before the meeting to allow sufficient time for any network challenges, preferable one (1) day before the non compulsory virtual briefing session. | |
| Compulsory Onsite Briefing Sessions - To memorialise and commemorate Langeberg War in a befitting way. | YES | Tuesday, 06 September 2022, Time: 10:00 AM to 12:00 PM , Assemble point: Department of Sport, Arts and Culture, Kuruman District Office, 49 Skool Street, Kuruman, 8460. | |
| Invitation to requests for quotations – NCP 1 | YES | Complete and sign the supplied pro forma document. | |
| NCP 3.1 Pricing Schedule Firm prices (purchases) | YES | Complete and sign the supplied pro forma document. | |
| NCP 3.3 Pricing Schedule (Professional Services) | YES | Complete and sign the supplied pro forma document. | |
| SBD 4 – Bidders Disclosure | YES | Complete and sign the supplied pro forma document. | |
| Preference Points Claim Form in | NO | Non submission will lead to a zero (0) score on | |

| | | | |
|--|------------|---|--|
| terms of Preferential Procurement Regulations 2017 – NCP 6.1 | | BBBEE. | |
| Joint venture bidders must individually complete SBD 4 – Bidders Disclosure | YES | Joint venture bidders must individually complete: i. SBD 4. | |
| Signed joint venture agreement by bidders stipulating the work split and rand value. | YES | Signed joint venture agreement by both parties. | |
| Resolution of the board of directors for the establishment of the Joint Venture. | YES | Resolution of the board of directors for the establishment of the Joint Venture must be submitted and signed by both parties. | |
| Originally Certified BBBEE OR Certified/Originally Certified Sworn Affidavit | NO | Non submission will lead to a zero (0) score on BBBEE during the evaluation process. | |
| Originally Certified BBBEE Certificate/Originally Certified Sworn Affidavit (Consolidated certificate/sworn affidavit) | NO | Non submission will lead to a zero (0) score on BBBEE during the evaluation process. | |
| Registration on the Central Supplier Database (CSD). | NO | The bidder must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your requests for quotations. If not registered you cannot be appointed. Visit https://secure.csd.gov.za/ to obtain your supplier number (MAAA...). Submit proof of registration. | |
| Good standing on tax affairs | YES | <ol style="list-style-type: none"> I. SARS Tax Clearance Pin to validate the bidder's tax matters must be included in the requests for quotations document. II. Proof of registration on the Central Supplier Database (Most recent CSD Report). III. Supplier Number (MAAA...) as per your CSD Report. | |

| | | | |
|--|-----------|--|--|
| | | <p>IV. In the event where a bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.</p> <p>(NB!!) THE BIDDER MUST BE IN GOOD STANDING WITH SARS IN RESPECT OF ANY RELEVANT LEGISLATIVE TAX COMMITMENTS.</p> | |
| <p>Company Experience with regard to undertaking (similar) studies. Reference letters from clients where the service provider has undertaken such studies in Public and/or Private Sector. (Current and Previous).</p> | NO | <p>Non submission will lead to lower scores during functionality.</p> | |
| <p>Bank Guarantee Letter</p> | NO | <p>Non submission will lead to lower scores during functionality.</p> | |
| <p>Profiles of project team. Full, complete and updated CV's.</p> | NO | <p>Non submission will lead to lower scores during functionality.</p> | |
| <p>Needs Analysis is a formal, systematic process of identifying and evaluating training that should be done, or specific needs of an individual or group of employees, customers, suppliers, etc. Needs are often referred to as "gaps," or the difference between what is currently done and what should be performed.</p> | NO | <p>Non submission will lead to lower scores during functionality.</p> | |
| <p>Option analysis refers to the practice of evaluating every possible pathway that leads to a desired outcome. Options analysis is an important aspect of project</p> | NO | <p>Non submission will lead to lower scores during functionality.</p> | |

| | | | |
|---|-----------|--|--|
| management because it helps leaders ensure they have considered all possible routes before choosing the best fit for their project. | | | |
| Risk assessment | NO | Non submission will lead to lower scores during functionality. | |
| Utilization of modern technology | NO | Non submission will lead to lower scores during functionality. | |
| Investigate the linkage of a tourism route and its benefits, including other similar sites | NO | Non submission will lead to lower scores during functionality. | |
| Indicate study initiatives of the 1952 Mayibuye Uprising Precinct link to the Galeshewe Activity Routes, Monuments and other Historical Sites | NO | Non submission will lead to lower scores during functionality. | |
| Assess the signage issues to all sites and make recommendations of how to resolve/ improve them | NO | Non submission will lead to lower scores during functionality. | |
| Possible digital mapping and coordinates | NO | Non submission will lead to lower scores during functionality. | |
| Methodology to be applied | NO | Non submission will lead to lower scores during functionality. | |
| An audit/ assessment of road access conditions | NO | Non submission will lead to lower scores during functionality. | |
| Project due diligence | NO | Non submission will lead to lower scores during functionality. | |
| Financial assessment | NO | Non submission will lead to lower scores during functionality. | |
| Socio-economic development | NO | Non submission will lead to lower scores during functionality. | |
| Sensitivity analysis | NO | Non submission will lead to lower scores during | |

| | | | |
|--------------------------------|-----------|---|--|
| | | functionality. | |
| General conditions of contract | NO | Bidder to familiarised themselves with the content of this document as it entails very important information. | |

6. Kindly note that the DEPARTMENT OF SPORT, ARTS AND CULTURE is entitled to amend any requests for quotation conditions before the closing date.
7. Requests for quotations are evaluated in accordance with the Preferential Procurement Policy Framework Act, 2000 as well as the Preferential Procurement Regulations, 2017.
8. The bidder hereby offer to render all or any of the goods and or services described in the attached documents to the DEPARTMENT OF SPORT, ARTS AND CULTURE on the terms and conditions and in accordance with the specifications stipulated in this request for quotations document.
9. Bids submitted by legal persons must be signed by a person or persons duly authorised thereto by a resolution of the Board of Directors, a copy of which Resolution, duly certified, be submitted with the Requests for quotations.
10. The bidder hereby agree that the offer herein shall remain binding upon him/her and receptive for acceptance by the DEPARTMENT OF SPORT, ARTS AND CULTURE during the validity period indicated and calculated from the closing hour and date of the requests for quotations.
11. This bid and its acceptance shall be subject to the terms and conditions contained in this request for quotations document.

12. The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her request for quotation response, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the request for quotation response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
13. The bidder hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the Principal(s) liable for the due fulfilment of this contract.
14. **Legal Implications** – The successful service provider/s must be prepared to enter into a service level agreement with the Department of Sport, Arts and Culture.
15. **Counter conditions** – Bidders attention is drawn to the fact that amendments to any of the special conditions by bidders will result in invalidation of such request for quotations.
16. **Prohibition of Restrictive Practices** – In terms of Section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by firms or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder is/are or a contractor/s was/were involved in:
 - 15.1 directly or indirectly fixing a purchase or selling price or any other trading condition;
 - 15.2 dividing markets by allocating customers, suppliers, territories or specific types of goods and services; or

15.3 collusive bidding (Request for proposal).

17. If bidders or contractor(s), in the judgment of the purchaser, has/have been engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the requests for quotations(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
18. **Fronting** – The Department of Sport, Arts and Culture supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Department of Sport, Arts and Culture condemns any form of fronting.
 - 18.1 The Department of Sport, Arts and Culture in ensuring that bidders conduct themselves in an honest manner will as part of the requests for quotations evaluation processes, conduct or initiate the necessary enquiries/investigations to be determine the accuracy of the representation made in request for quotations documents.
 - 18.2 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist.

18.3 Failure to do so within a period of 14 days from the date of notification may invalidate the requests for quotations/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Department of Sport, Arts and Culture may have against the bidder/contractor concerned.

19. **Obtaining of bid document**

- ✓ RFP document will be advertised on the **Department of Sport, Arts and Culture's Website**: dsac.ncpg.gov.za/index.php/tenders
- ✓ **National Treasury E-Portal**: <https://www.etenders.gov.za>



TERMS OF REFERENCE

DSAC-002-2022

**THE APPOINTMENT OF A SERVICE PROVIDER TO
CONDUCT A FEASIBILITY STUDY TO
MEMORIALISE AND COMMEMORATE
LANGEBERG WAR IN A BEFITTING WAY.**

1. INTRODUCTION

The Northern Cape Department of Sport, Arts and Culture (DSAC) seek to appoint a service provider to conduct a Feasibility Study to memorialise and commemorate Langeberg War in a befitting way.

2. PURPOSE OF TERMS OF REFERENCE

To specify and provide description of work to be undertaken through the Feasibility Study in memorialising and commemorating Langeberg War in a befitting way.

3. BACKGROUND

The Feasibility Study to memorialise and commemorate Langeberg War is a sub-project of a larger Project led by the National Department of Arts and Culture (DAC) – the Resistance and Liberation Heritage Route (RLHR). The RLHR seeks to identify, document, conserve and manage a series of heritage elements (both tangible and intangible) that present evidence of a common narrative, memory and experiences relating to the resistance and liberation struggle in South Africa. In addition, the RLHR seeks to narrate the history of the resistance and liberation struggle and position it as a National Legacy Project with a platform for contributing to the development and transformation of the South African heritage landscape. The RLHR project recognises the widespread impact of the liberation struggle infusing national, provincial, local and trans-national initiatives and spaces that should be recognised as resistance and liberation heritage.

The RLHR has been identified and documented using a set of categories. These categories include wars of resistance, battle sites, massacre sites, memorial spaces, youth and student activism, women's activism, cross border initiatives, symbols of reconciliation and unity, early African intellectuals against oppression, unrecognised role of communities

(development of music genres, performing artists, painters, photo journalists, carvers and sculptors). These categories will transcend political affiliations as the different resistance and liberation strategies were targeting a common enemy - colonialism and apartheid.

The RLHR holds high prospects for socio-economic development through developing infrastructure including heritage tourism facilities that are anticipated to contribute to economic growth and employment opportunities in line with the National Development Plan (NDP). The proposed upgrading of the Langeberg War Monument Precinct & Interpretative Centre and the construction of a new Batswana Cultural Village museum at the farm Luka Jantjie in Olifantshoek. Is one of the many identified RLHR projects with the potential for the achievement of radical economic transformation through heritage tourism in the Province?

In 1897 the site was the monument was erected used as prison where prisoners from the Langeberg were held. After the war, the Batlhaping and the Batlhoru settled in the Kuruman area where they utilised from Kuruman Eye for their daily consumption. The site has been used as a tourist attraction. The site houses the community radio station which is using the old prison offices. Langeberg War Monument has been unveiled on 27th April 2018.

Land was the first aspect of African life that was affected by white colonists moving deeper into the interior of South Africa. In 1882 the Batlhaping possessed an area of 6.500 sq miles but by 1884 due to increased white expansion, three-quarters of their land were lost. The 1895 annexation of British Bechuanaland by the Cape Colony further intensified the Batswana's hostility and distrust. Batswana leaders feared that Cape rule would lead to more land loss as well as the loss of their tribal law and jurisdiction. Finally, rinderpest swept through the territory during the second half of 1896, killing a very high proportion of Batlhaping cattle. To combat the spread of the

disease, the Cape Government issued a decree that all infected cattle were to be shot. This was a grave blow to the Batlhaping both culturally and economically. Cattle were a very important cultural and economic commodity for the Batlhaping and they reacted strongly to this government decree.

In the mountainous, semi-arid country of the Langeberg, the Batlhaping under kgosis Galeshewe, and Luka Jantje and the Batlharo under Kgosi Toto held out against a large British force for nearly 6 months. During this period, they frequently clashed with the large colonial force twice succeeding in repulsing the expeditionary force while once even attacking their main camp while continually making daring forays in search of cattle and horses. In an attempt to end the drawn-out conflict, the colonial forces initiated a systematic burning of crops. This earth scorching policy forced thousands of people to starvation. In the process, thousands of huts were destroyed and many innocent inhabitants killed.

When the government force finally succeeded in suppressing the uprising, Kgosi Mongale and Luka Jantje were killed together with 1200 -1500 Batswana men. A further 3 800 men, women and children were taken prisoner. The old and infirm were 'let off' by being contracted to local farmers while the remainder (a little over 2000) were given the choice of accepting indentured employment among the western Cape farmers or standing trial for treason. Altogether 1896 were indentured to farmers for five years. Those prisoners believed to have incited the uprising in Phokwane were brought to trial in Kimberley in February 1898. Of the 15 charged, six were found guilty of murder and were executed, among them Galeshewe's cousin, Petlhu, and six were found guilty of sedition and received sentences totalling 28 years' imprisonment. Galeshewe was sentenced to 10 years' imprisonment in Cape Town.

Batswana's were classed as 'rebels' forfeited their land and most of the Batswana's tribal land was confiscated.

Since Langeberg War is regarded as one of the final uprising that represents the final subjugation of the Southern Batswana, it is important that the involvement of the traditional leaders in history of the liberation struggle in the Northern Cape must be told to the next generations.

As an effort to preserve this important history and to honour these chiefs who gallantly fought for the liberation of the country, DSAC has unveiled a monument in 2018 in commemoration of the Langeberg War.

4. PROBLEM STATEMENT

The development and construction of heritage sites without systematic integration of socio-economic considerations has often not yielded sustainable heritage products. The RLHR vision and method is that heritage interventions should be part of integrated and sustainable developments. Furthermore, the contribution of the Langeberg War in the resistance struggle has to date been underrepresented and the memorialisation and commemoration of the War will address this challenge.

5. OBJECTIVES

- I. The overall aim of the Feasibility Study is to promote and preserve the legacy of the Langeberg War of 1897.
- II. To undertake a systematic study to ensure a sustainable and heritage sensitive development.
- III. To create awareness about Langeberg War.
- IV. To identify and document different heritage resources associated with the Langeberg War.

6. SCOPE OF WORK

The Study involves investigating the feasibility of the following:

- I. Memorialising and commemorating Langeberg War in a befitting way.
- II. Upgrading the existing Langeberg War Monument Precinct in Kuruman including construction of an interpretative centre.
- III. Recommend suitable location for construction of an Interpretative Centre and Batswana Cultural Village Museum to commemorate Langeberg War.
- IV. The feasibility of erecting larger than life size statues of Kgosi Galeshewe, Kgosi Luka Jantje and Kgosi Toto and a plaque. Advice on the following for the larger than life size Statues of Kgosis Galeshewe, Kgosi Luka Jantje and Kgosi Toto: Development of Terms of Reference for the appointment of a sculptor to design, cast and install a larger than life size statue of Kgosi Galeshewe, Kgosi Luka Jantje and Kgosi Toto taking into consideration but not limited to the following: location within the Precinct, appropriate material in which to cast the statue (bronze etc), dimensions, propose and motivate which era of their lives to portray in physical form. The statues must fit into the larger landscaping for the site. Explore the utilisation of Green economy technology such as a 3D eluminating feature depicting the images of the Three Kgosis.
- V. Upgrading of Kgosi Galeshewe Monument in Magagaping-Magogong in North West.
- VI. Restoration of the grave of Kgosi Galashewe in Taung in the North West.
- VII. Recommend Alternative Forms of Memorialising the Langeberg War such as performing arts, short film etc. to preserve the legacy of Langeberg War.
- VIII. Renaming streets, structures and public buildings after the victims.

IX. Development of a comprehensive implementation plan for the respective sub-projects constituting the memorialisation and commemoration of the Langeberg War.

X. Development of maintenance and conservation plan.

(It must be noted that the size of statues, the specific number of graves will be the responsibility of the service provider which must form part of the nature of the work that needs to be undertaken. The Department used the all relevant information available at their disposal and included it as part of this bid document. Therefore it remains the responsibility of the service provider to determine the latest/correct and data/information about this bid proposal).

7. EXPERTISE REQUIRED

The team composition, the method used, the approach to the assignment, experience of past projects must demonstrate sensitivity to, and relevance to Heritage and Liberation Heritage; Stakeholder Relations; Sustainability, Socio-Economic Agenda and End Product.

- A Multi-Disciplinary Research team comprising but not limited to:
 - Project Management
 - Researcher/Heritage specialists
 - Historians
 - Museum experts
 - Design/ exhibition experts
 - Educationists; and
 - Anthropologist etc.

8. REPORTING

The service provider will report to the Director: Heritage and Museums at DSAC. The reporting frequencies are as follows:

- Inception meeting within 7 days of appointment;

- Inception report within 10 working days of the inception meeting;
- Monthly reporting including submission of signed reports;
- Regular site meetings with minutes; and
- Final Comprehensive Feasibility Study Report. The report must be aligned with all the provisions of the Terms of Reference.
- The Final Comprehensive Report is subject to the approval by the National Working Committee; therefore the services provider will be required to make presentations at both the Provincial Working Committee and the National Working Committee Meetings.

9. WORK PROGRAMME

The service provider must provide a Project Work Programme outlining but not limited to:

- i. Project activities;
- ii. Project timelines; and
- iii. Roles and Responsibilities.

10. NEEDS ANALYSIS

The needs analysis gives definition to the proposed project, preparing the way for the options analysis, which explores the range of possible solutions to meeting the identified needs which may include but limited to the following:

- I. Part 1: Demonstrate that the project aligns with the institution's strategic objectives.
- II. Part 2: Identify and analyse the available budget(s).
- III. Part 3: Demonstrate the institution's commitment and capacity.
- IV. Part 4: Specify the outputs.
- V. Part 5: Define the scope of the project.

11. LEGISLATIVE AND REGULATORY FRAMEWORK

The service provider will identify and determine all the applicable legislations and regulations including the following:

| |
|---|
| National Heritage Council Act, 1999 (Act No. 11 of 1999) |
| National Heritage Resources Act, 1999 (Act No. 25 of 1999) |
| Heraldry Act, 1962 (Act No. 18 of 1962) |
| Culture Promotion Amendment Act as amended, 1998 (Act No. 59 of 1998) |
| Public Finance Management, 1999 (Act No. 01 of 1999) |

12. OPTIONS ANALYSIS

The service provider is expected to **list** all the solution options that have been considered from the most viable solution options. They must also **evaluate** each solution option with the aim to identify the advantages and disadvantages of each solution option; and examine the risks and benefits for each solution option and make a final recommendation.

13. RISK ASSESSMENT

Service provider to identify potential risks and provide risk assessment and risk management plan.

14. IMPLEMENTATION METHODOLOGY TO BE APPLIED

The service provider must detail the methodology to be used at initiation, implementation and follow up stages which will include monitoring stages.

The Methodology must ensure the following:

- Demonstrate the project appropriateness to heritage context;
- Provide the framing of end product;
- Ensure the project alignment with RLHR and Heritage in General;
- Outline the project socio-economic benefits realisation plan; and
- Sustainability of the project, including but not limited to institutional arrangements, operations, maintenance (facilities management) and impact.

15. PROJECT DUE DILIGENCE

Approach to the assignment must ensure alignment to the Heritage Agenda, including:

- Sensitivity to Authenticity and Integrity of the sites;
- Sensitivity to requirements of National Heritage Resources Act 25 of 1999 & the Spatial Planning and Land Use Management Act 16 of 2013 particularly relating to the provision of Spatial and Town Planning Information, Maps and full Cadastral Information for the Site.
- Alignment to Liberation Heritage and should demonstrate the connectivity of the site(s) to other sites/events related to the Mayibuye Uprising and Nelson Mandela Precincts and provide the geographical information for those sites.
- Determination of Ownership and provision of Land Tenure Information for the site(s).
- Development of a Statement of Significance of the Site(s) and recommendations regarding its protection.
- Provide requirements for National Environmental Management Act 107 of 1998, as amended and any other permitting and Impact Assessment processes.
- Development of a Stakeholder Beneficiation and Engagement Plan.

16. FINANCIAL ASSESSMENT

Service provider to provide the project cost model detailing all capital and operating and maintenance costs associated with the project and includes a costing for all the risks associated with the project. They must also provide a sustainability plan - identify sources of revenue. Any revenue collected must reflect the institution's ability to invoice and collect revenue.

17. SOCIO-ECONOMIC ASSESSMENT

The socio-economic assessment must address the following but not be limited to:

- Job creation opportunities;
- Social transformation (capacity building/ skills development);
and
- Entrepreneurship opportunities.

18. SENSITIVITY ANALYSIS

The service provider should undertake the sensitivity analysis that includes testing the sensitivity of key variables to test their impact on affordability and risk such as the inflation rate; overall costs of the project; and service demand.

19. VERIFY INFORMATION AND SIGNING-OFF

The service provider must ensure that the reports compiled and submitted must be verified by all the professionals in the department and the Project Management Objective (PMO) teams and signed - off duly.

20. INTELLECTUAL PROPERTY AND OWNERSHIP

Ownership and copyright of all documentation developed during the period of the contract will be vested in the Department.

All intellectual property rights relating to any work produced by the service provider in relation to the performance of this contract shall belong to the Department and may not be used for any other purpose by the service provider. The service provider shall give the Department all assistance in protecting such intellectual property rights. All material, in paper, electronic or any recorded format produced by the service provider in the performance of this contract shall remain the property of the Department of Arts and Culture and must be handed over to the Department on termination of the contract.

All service providers undertake not to infringe the intellectual property of third parties. Should any action or claim be instituted against the Department emanating from an infringement of intellectual property or an alleged infringement of intellectual property, the service providers hereby indemnify the Department against such claims or actions as well as all costs (including legal costs on an attorney and client scale).

21. BID AND TECHNICAL ENQUIRIES / CLARIFICATION OF BID DOCUMENTS

21.1 SCM ENQUIRIES – NO TELEPHONIC ENQUIRIES. QUESTIONS OF CLARITY TO BE IN WRITING.

- ✓ Mr. Heinrich Nieuwenhuizen: Deputy Director – Supply Chain Management
- ✓ Cell: 082 605 4028
- ✓ Email: HNieuwenhuizen@ncpg.gov.za

- ✓ Mr. Francois Clark: Assistant Director – Supply Chain Management
- ✓ Cell: 066 288 7395
- ✓ Email: fclark@ncpg.gov.za

21.2 TECHNICAL ENQUIRIES - NO TELEPHONIC ENQUIRIES. QUESTIONS OF CLARITY MUST BE IN WRITING.

- ✓ Mr. Masala Sinthumule: Deputy Director - Manager Heritage Service
- ✓ Cell: 082 762 1089
- ✓ Email: jsinthumule@ncpg.gov.za

- ✓ Ms. Zola Mongwe: Project Leader
- ✓ Cell: 066 301 6990
- ✓ Emails: MongweZ@ncpg.gov.za

- ✓ Mr. Mninawa Ngcobo – Project Manager: National Heritage Council (NHC)
- ✓ Cell: 083 417 8436
- ✓ Email: m.ngcobo@nhc.org.za

22. NON COMPULSORY VIRTUAL BRIEFING SESSION

Non Compulsory Virtual Briefing Session will be undertaken as follows:

Friday, 02 September 2022

Time: 10:00 AM to 11:00 AM

LINK TO BE REQUESTED FROM THE FOLLOWING DEPARTMENTAL OFFICIALS:

- ✓ Mr. Heinrich Nieuwenhuizen: Deputy Director – Supply Chain Management, Cell: 082 605 4028
- ✓ Email: HNieuwenhuizen@ncpg.gov.za

- ✓ Mr. Masala Sinthumule: Deputy Director - Manager Heritage Service
- ✓ Cell: 082 762 1089, Email: jsinthumule@ncpg.gov.za

23. COMPULSORY ONSITE MEETING

Compulsory Onsite Session will be undertaken as follows:

Tuesday, 06 September 2022

Time: 10:00 AM to 12:00 PM

Assemble point: Department of Sport, Arts and Culture, Kuruman District Office, 49 Skool Street, Kuruman, 8460.

Please contact the following official for directions:

- ✓ Mr. Masala Sinthumule: Deputy Director - Manager Heritage Service
- ✓ Cell: 082 762 1089, Email: jsinthumule@ncpg.gov.za



**DEPARTMENT OF SPORT, ARTS AND
CULTURE**

EVALUATION CRITERIA

**THE APPOINTMENT OF A SERVICE
PROVIDER TO CONDUCT A FEASIBILITY
STUDY TO MEMORIALISE AND
COMMEMORATE LANGEBERG WAR IN
A BEFITTING WAY**

BID NUMBER: DSAC-002-2022

Evaluation Criteria

Bids will be evaluated in accordance with the Department's Supply Chain Management Policy and Preferential Procurement Policy Framework Regulations of 2017, issued in terms of Section 5 of the Preferential Procurement Policy Framework Act (PPPFA) No. 5 of 2000.

The evaluation of the bid will consist of the following three (3) stages:

| Stage 1 | Stage 2 | Stage 3 |
|---|--|---|
| Mandatory and other bid requirements | Functionality | Price and Preference Points |
| Compliance with mandatory and other Bid requirements. Bidders that do not comply with the compulsory requirements will be automatically eliminated. | The bid will be assessed to verify the bidder's capability and ability to execute the contract. Bidders scoring less than 65 points during this stage of the evaluation will be eliminated and shall not be considered any further. | This bid is subject to the Preferential Procurement Regulations 2017. Bidders that have migrated to this phase will be evaluated in accordance with the preference points of the attached NCP 6.1 Form. |

!!NB!! THE DEPARTMENT OF SPORT, ARTS AND CULTURE MAY INVITE BIDDERS WHOSE BID PASSED THE PHASE 2 EVALUATION TO DO A PRESENTATION TO A TASKTEAM. THE PURPOSE OF THE PRESENTATION IS TO ENSURE THAT THE BIDDER HAS A CLEAR UNDERSTANDING OF THE SCOPE OF WORK, THE COMPANY'S PROJECT APPROACH IS COMPATIBLE AND RATIONALE, AND THAT THEIR TEAM IS INDIVIDUALLY AND COLLECTIVELY COMPETENT AS REQUIRED BY THE TERMS OF REFERENCE.

BIDDERS SCORING LESS THAN 65 OUT OF A MAXIMUM OF 100 WILL NOT PROCEED TO THE 3RD STAGE.

Stage 1: Administrative Compliance Requirements

- ✓ Signed NCP 1;
- ✓ Fully filled in Pricing Schedule for firm prices (purchases) NCP 3.1;
- ✓ Fully filled in Pricing Schedule (Professional Services) NCP 3.3;
- ✓ Fully filled in and signed bidder's disclosure NCP 4;
- ✓ Fully filled in, witnessed and signed preference points claim form of the Preferential Procurement Regulations 2017 NCP 6.1;
- ✓ General Conditions of Contract (To be initialled);
- ✓ Proof of registration on the National Treasury Central Supplier Database, e.g. Latest CSD Report to be attached;
- ✓ Tax compliance Status Pin Issued by SARS;
- ✓ Companies, who are registered for VAT, should include VAT on their costing;
- ✓ Valid BBBEE Certificate (BEE Accreditation is strictly required to be obtained from a South African National Accreditation System (SANAS) Registered BEE Verification Agency only. Bidders who qualify as Exempted Micro Enterprise (EME) must submit a sworn affidavit signed by the EME Representative and attested by a Commissioner of Oaths);
- ✓ Valid contact details including email addresses;
- ✓ Company profile (including organizational structure of the company, proof of previous work undertaken in this respect contactable references, credentials/CV i.e. experience and qualifications of key personnel/project team member;
- ✓ In case of a Joint Venture the following documents must be submitted:
 - (i) Valid joint venture agreement signed by all relevant parties and witnessed;

- (ii) Consolidated BBBEE Certificate (if not consolidated, preference points will be zero (0));
- (iii) Tax compliance Status Pin Issued by SARS of all parties;
- (iv) Individually filled in and signed bidder's disclosure NCP 4 for each bidder;
- (v) Proof of registration on the National Treasury Central Supplier Database, e.g. Latest CSD Reports of all parties to be attached;
- (vi) Company profile of all parties.

Stage 2: Functionality

A total of 65 points are allocated for functionality evaluation according to the following criteria:

| Description/Criteria | Weight | Documentary Evidence/ Scoring guideline | Value |
|---|-----------|--|--|
| <p>1. Bidders experience and proven track record in successfully completing projects of a similar scope, deliverables and complexity in the last three (3) years.</p> | <p>20</p> | <p>Provide signed and authentic reference letters on the clients letterhead reflecting the following: Number of years experience in delivering similar service (duration), approximate value of goods or services, performance of the supplier (Excellent, good/average/poor), quality of Bid Proposal and adherence to the terms and conditions and specifications, and if the client will recommend this supplier to anyone without any reservations.</p> <p>Relevant experience greater than 3 years and more than 2 years.</p> <p>Relevant experience greater than 2 years and more than 1 year.</p> <p>Relevant experience less than 1 year.</p> | <p>2 = 20</p> <p>1 = 10</p> <p>0 = 0</p> |
| <p>2. Profiles of project team</p> | <p>20</p> | <p>Entire project team available for the full project period.</p> <p>75% of the project team available for the full project period.</p> | <p>2 = 20</p> <p>1 = 15</p> |

| | | | |
|---|----|---|------------------------------------|
| | | Unable to provide initial project team. | 0 = 0 |
| 3. Bidders proposal meets the requirements of the RFQ Document | 30 | Exceeds the requirements of the terms of reference. Fully addresses all the requirements as per the terms of reference for e.g. needs analysis, option analysis, project due diligence, sensitivity analysis, methodology to be applied, Socio-economic development , risk assessment, Sensitivity analysis etc. Partially addresses the requirements (does not address all the specific requirements (conditions) but the RFQ Document cannot be regarded as non-responsive. | 3 = 30 2 = 20 1 = 10 |
| 4. Bidder's project implementation plan complies with the requirements of the RFQ Document. | 10 | Fully addresses all the requirements. Partially addresses the requirements Unable to provide implementation plan. | 2 = 10 1 = 5 0 = 0 |
| 5. Financial ability to execute the contract. | 20 | The responding bidder must show financial capacity to deliver a sustainable service for the duration of the contract. To do so a Bank Guarantee Letter must be provided, and will count as follows towards the Functionality Score: | |

| | | | |
|---------------------|------------|---|---|
| | | <p>(A) Supplying a R500 000.00 financial guarantee;</p> <p>(B) Supplying a R250 000.00 financial guarantee;</p> <p>(C) Supplying a R100 000.00 financial guarantee and</p> <p>(D) Supplying a financial guarantee of less than R100 000.00</p> <p>(Any other proof of financial resources of funding which the bidder intends on utilising to fund this project can also be submitted.</p> <p>The Department requires this information to ascertain whether the bidder can carry the initial cash commitments for the duration of the contract.</p> | <p>A = 20</p> <p>B = 10</p> <p>C = 5</p> <p>D = 0</p> |
| Total points | 100 | | |

Any bidder who does not meet the minimum threshold of 65 points will be eliminated, and will not be considered. For the purposes of comparison and in order to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to functionality criteria mentioned. Compulsory verification will be conducted on points 1 to 3 of the functionality by the Department and false information provided will disqualify the bidder.

Stage 3: Price and Preference Points

- ✓ This bid is subject to the Preferential Procurement Regulations 2017.
- ✓ The bid will be evaluated and adjudicated to the bidder scoring the highest points based on price and the number of BBBEE Points allocated.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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