

REQUEST FOR QUOTATIONS
TERMS OF REFERENCE: SUPPLY, DELIVERY AND INSTALLATION OF DIGITAL SOUND
CONSOLES, BACKLINE, FOH P.A. SYSTEM, ON STAGE MONITORING & ACCESSORIES
REF NO. MBTC-SCM/168/22



TERMS OF REFERENCE

**SUPPLY, DELIVERY AND INSTALLATION OF DIGITAL SOUND
CONSOLES, BACKLINE, FOH P.A. SYSTEM, ON STAGE
MONITORING & ACCESSORIES FOR THE MANDELA BAY
THEATRE COMPLEX**

REQUEST FOR QUOTATIONS
TERMS OF REFERENCE: SUPPLY, DELIVERY AND INSTALLATION OF DIGITAL SOUND CONSOLES, BACKLINE, FOH P.A. SYSTEM, ON STAGE MONITORING & ACCESSORIES
REF NO. MBTC-SCM/168/22

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENT OF MANDELA BAY THEATRE COMPLEX

RFP NUMBER:	MBTC-SCM/168/22
DESCRIPTION:	SUPPLY DELIVERY AND INSTALLATION OF DIGITAL SOUND CONSOLES, BACKLINE, FOH P.A. SYSTEM, ON STAGE MONITORING & ACCESSORIES
PUBLISH DATE:	14 November 2022
CLOSING DATE:	13 December 2022 @ 11:00 am
BID VALIDITY PERIOD:	90 Days from the closing date
COMPULSORY BRIEFING SESSION DATE & TIME	Yes (Tuesday, 22 November 2022) Time: 11h00 – 12h00 Venue: Mandela Bay Theatre Complex(Opera House) Address: Cnr John Kani Road & Winston Ntshona Street, Gqeberha,
DELIVERY ADDRESS	BID DOCUMENTS MAY BE HANDED IN AT: Cnr John Kani Road & Winston Ntshona Street, Gqeberha, Or emailed to: suppliers@mandelabaytheatre.co.za
ENQUIRIES:	Ms. Kholeka Sigasa Email: kholeka@mandelabaytheatre.co.za Tel: 073 370 6465
NB: Bidders must ensure that they sign the register when delivering their bids	

BIDDER NAME:

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITION OF CONTRACT.

REQUEST FOR QUOTATIONS
TERMS OF REFERENCE: SUPPLY, DELIVERY AND INSTALLATION OF DIGITAL SOUND
CONSOLES, BACKLINE, FOH P.A. SYSTEM, ON STAGE MONITORING & ACCESSORIES
REF NO. MBTC-SCM/168/22

ABBREVIATIONS, ACRONYMS AND DEFINITIONS

TOR	TERMS OF REFERENCE
MBTC	MANDELA BAY THEATRE COMPLEX
PFMA	PUBLIC FINANCE MANAGEMENT ACT, 1999
TR	TREASURY REGULATIONS
DSAC	DEPARTMENT OF SPORT, ARTS AND CULTURE
CEO	CHIEF EXECUTIVE OFFICER
EC	EASTERN CAPE

1. BACKGROUND OF MBTC

The MBTC is a schedule 3A public entity accountable to the Executive Authority, the Minister of DSAC with a vision of becoming the leading producer of excellence and job creation for performing arts in the Eastern Cape. The MBTC is mandated to serve the performing arts sector of the Eastern Cape. This mandate positions the MBTC as a key enabler in advancing the production of historical play, cutting edge socio-political story – telling and innovative dance promise on and influenced by traditional Xhosa and Khoi heritage, repurposing and reversion the musical treasure that the Eastern Cape houses.

Since its declaration as a cultural institution on 4 June 2021, MBTC is required to introduce new and innovative strategies, and a new way of envisioning the future of the sector, new internal business systems and fostered new partnerships and alliances with key provincial and national and international institutions alike. This paradigm shift has channelled a new way of thinking and repositioning of MBTC into a properly re-engineered, well governed, and financially viable schedule 3A public entity that is resilient and capable of executing its mandate.

2. OBJECTIVES OF THE ASSIGNMENT

MBTC currently utilizes Allen and Heath mixing consoles in their primary venues (The Barn and Main Theatre). These consoles are now over 10 years old and they have reached end of useful life, no longer manufactured, and have limited spares and support.

To this end the decision has been made to purchase a mixing console which has a principal mode of operation (software platform) specifically aligned to the theatrical environment. It must however be able to easily switch between this and “normal” operation for conventional music style performances.

REQUEST FOR QUOTATIONS
TERMS OF REFERENCE: SUPPLY, DELIVERY AND INSTALLATION OF DIGITAL SOUND
CONSOLES, BACKLINE, FOH P.A. SYSTEM, ON STAGE MONITORING & ACCESSORIES
REF NO. MBTC-SCM/168/22

In addition, it is imperative that the console can be purposed within a future dedicated audio network that will be utilized throughout the MBTC. This network will include centralized audio routing, control, and remote access, across multiple protocols.

The offered console should be internationally accepted within the theatrical environment, with a qualified local user base and support.

3. TERM OF CONTRACT

Proven relevant experience and success, as well as the ability to deliver a reliable, efficient and effective service will be important considerations. By the submission of a proposal, each bidder warrants that he/she/it is highly skilled, professional, competent and experienced in the area for which he/she/it has tendered. Any work performed by a successful bidder will be evaluated against these criteria. The bidder also warrants that the service provided will be of a superior standard, and is unlikely to cause undue difficulties. The bid may be awarded, in part or in full, at the sole discretion of MBTC, to one or more concerns on a non-exclusive basis.

Proposals / bids that are qualified by a bidder's own conditions may be rejected as being invalid, and failure of the bidder to renounce such conditions when called upon to do so may invalidate the proposal. MBTC may request clarification or additional information regarding any aspect of the proposal. The bidder must supply the requested information within 24 hours after the request has been made, otherwise the bidder may be disqualified. MBTC may also request a demonstration, and bidders must comply with such a request within 24 hours.

4. MANDATORY REQUIREMENTS

Item	Document Reference	Description	Action to be taken	Checked, Verified & Submitted
1.	SBD 1	Invitation to tender	To be completed in full	
2.	SBD 2	Tax clearance requirements	Submission of a valid original tax clearance certificate Provide SARS Status PIN in order for MBTC to Verify	
3.	SBD 3.1	Pricing schedule – Firm prices	To be completed in full	
4.	SBD 4	Declaration of Interest	To be completed in full	
5.	SBD 6.1	Preference point claim form	To be completed in full -	

REQUEST FOR QUOTATIONS
TERMS OF REFERENCE: SUPPLY, DELIVERY AND INSTALLATION OF DIGITAL SOUND
CONSOLES, BACKLINE, FOH P.A. SYSTEM, ON STAGE MONITORING & ACCESSORIES
REF NO. MBTC-SCM/168/22

			You may submit a Sworn affidavit.	
6.	TOR	Terms of reference	To be read and applied	
7.		Company Profile and CK documents	To be submitted	
8.		Registered on the National Treasury Central Suppliers Database (CSD)	Provide the CSD Supplier Number (MAAA)	
9.	GCC	General conditions of Contract	Initial each page	
10.		B-BBEE status level verification certificate	Submit a valid or a certified copy of a B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS	
11.		Proposal NB. Technical Threshold – 70%	To be compiled and submitted in line with requirements of the Terms of Reference	
12.		Bid Invitation	2 Originals and a copy on CD or Memory Stick	
13.		Are you the sole Supplier/distributor of goods?	Provide proof on Company Letterhead	
14.		30% must be subcontracted to local contractors/SMME's	Acceptance form duly completed and signed	

Additional Notes:

1. Broad Based Black Economic Empowerment (B-BBEE) rating 3 or better to be submitted.
 - a) A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
 - b) Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.
2. Check list to be completed and attached to the proposal.
3. Incomplete documents will be regarded as non-responsive.
4. All forms to be completed in black ink.

REQUEST FOR QUOTATIONS
TERMS OF REFERENCE: SUPPLY, DELIVERY AND INSTALLATION OF DIGITAL SOUND
CONSOLES, BACKLINE, FOH P.A. SYSTEM, ON STAGE MONITORING & ACCESSORIES
REF NO. MBTC-SCM/168/22

5. No correction fluid to be used in the document, changes should be made by drawing a line through the incorrect information, and initialling the change.
6. No late quotations / bids will be accepted.
7. MBTC reserves the right to award or withdraw the bid.

6. SPECIFICATION

No.	DESCRIPTION:	Quantity	Unit Price	Total Price
1	On Stage Console	1		
1	Main Theatre On Stage / Monitoring Console QL 5 Digital Mixer(Local I/O: 32 in 16 out, Fader Config: 32 + 2) - 1x Monitoring Console with compatible Dante card. HY144-D Audio Interface Dante Card Specialised (144 Channel) - 1x Stage Plus Premade Cat 6 Cable - Network - 20m - 9x Stage Plus Premade Cat 6 Cable - Network - 3m - 2x Tascam Series 208i Sound Card - 8 Output - For Cue Lab use - 1x Gooseneck Light LA1L - 1x Rio 1608-D2 Dante Complaint 16in 8 out - 1x Rio-3224-D2 Stage Box 32 input/16 Output			
2.	BARN PA system	1		
	BARN PA system consisting of: Passive DSP process sound system. - 2 x Blackline X118 Passive Subwoofers 800-watt AES - 2 x Blackline X115 Passive full range Speakers 300 Watt AES - 2 x IPD 2400 Power Amplifiers with Digital Signal Processing - 1 x Speaker Management System 2 x Inputs 6 x Outputs - Audio cables to interconnect amplifiers and speaker cable to connect Loudspeakers. - Installation of Amplification & loudspeakers			
3	Barn Theatre Backline Equipment:	X2		
	Backline Equipment: - 2 x Industry Standard Fusion Sizes custom drum kit complete. - o 10" 12" 14" 16"Toms - o 14"Snare - o Kick Drum, Kick Pedal, HH Stand - o 14" Hi Hats, 20" Ride 18" Crash 16" Crash			

REQUEST FOR QUOTATIONS
TERMS OF REFERENCE: SUPPLY, DELIVERY AND INSTALLATION OF DIGITAL SOUND
CONSOLES, BACKLINE, FOH P.A. SYSTEM, ON STAGE MONITORING & ACCESSORIES
REF NO. MBTC-SCM/168/22

	○ 6 x Double Braced drum stands ○ Drum Chair ○ 5 Panel Drum Shield - 2 x Bass Guitar Amplifier with 4 x 10" Bass Cab (Tech rider spec) - 2 x (2 x 12") Valve Guitar amplifier (Tech rider spec) - 2 x 88 Note Montage Weighted Stage Piano with industry Standard voices (Yamaha) - 2 x RD 2000 Digital Stage Piano - Kronos 61 Synth action keyboard with 9 synth engines - 3 x KS410B Auto lock Z Keyboard stand with tier			
4	Accessories			
	Accessories - 8 x Pro Passive Direct Boxes - 4 x Pro Active Direct Voices - 16 x Industry standard boom microphone stands - 6 x Short Boom Stands - 2 x Ultra DI 4800 (4 Channel Active DI Box) - Stage Tech Microphone Cables (5m, 10m, 7m, 3m) - 2 x DN-350 MP Audio Media Player - 2 x HD-280 Pro Headphones			
5	BARN Power and connectivity: - 4 x 9E3000I 3000VA UPS - 4 x Rack Mount Power Units - 2 x Floor Standing Amp Rack 18U - 24 x XLR 3pin Male - 24x XLR 3pin Female - 24 x XLR Patch cables 3m - DB 32 Amp to single phase with 32 Amp through - Premade Cable - Power - PCE 035-6>PCE 235-6 - IP67 63A 3phase - 20m			
6	Sundries - 24 x XLR Sommer Stage Microphone Cable 10m - 24 x XLR Sommer Stage Microphone Cables 5m - 12 x XLR Sommer Stage Microphone Cables 20m - 24 x Speakon Connectors - 1 x Speaker Cable drum roll 300m - Speaker Brackets and Rigging Kit - Speaker Cable Barn Speaker Installation - Installation Team on Site - Installation Sundries - 12 x Power Cables 10m (Texopreme premium flex cable) - 12 x Power Cables 5m (Texopreme premium flex cable) - 12 x Multi Plugs 5 way			

REQUEST FOR QUOTATIONS
TERMS OF REFERENCE: SUPPLY, DELIVERY AND INSTALLATION OF DIGITAL SOUND
CONSOLES, BACKLINE, FOH P.A. SYSTEM, ON STAGE MONITORING & ACCESSORIES
REF NO. MBTC-SCM/168/22

7	Microphones: - 16 x boom microphone stands - 6 x round base one hand microphone stands - 10 x SM 58 handheld line mics - 2 x 88 key flight case - 2 x Pro Drum Microphone Pack - 2 x ADX-51 Condenser Microphone for Hi-Hat - 10 x V7x (Replacement for SM-57) - 8 x E 100 G4-845-S-B Wireless Vocal Set - 10 x extra low boom microphone stands - 2 x Stage Plus Microphone case			
8	Monitoring system - 8 x 12" X112 Passive full range Loudspeakers 300 Watt AES with rigging points - 4 x IPD 2400 Power Amplifiers with Digital Signal Processing			
9	Foyer / Revolving System 2 x PRX-One Portable Sound Systems			
	Main Theatre Console	1		
10	Main Theatre Console • PM3 Control Surface - FOH Console must be compatible with Dante. - FOH Console must access in excess 96 channels. - FOH Console must have full DSP availability on all inputs and outputs. - FOH Console must be able to connect to external stage box over Ethernet cable. - FOH Console must be able to be remote controlled via Wi-Fi applications on iPad and PC. - Monitor console to be Dante compatible with FOH console - Monitor console to be compatible with gain compensation protocol of FOH console - Monitor console must be able to access 16 stereo monitor mixes with full DSP on all outputs • DSP – RX Engine			
<u>Other</u>				
<u>Subtotal</u>				
<u>VAT (only if VAT registered)</u>				
<u>Total Price incl/excl Vat</u>				

REQUEST FOR QUOTATIONS
TERMS OF REFERENCE: SUPPLY, DELIVERY AND INSTALLATION OF DIGITAL SOUND
CONSOLES, BACKLINE, FOH P.A. SYSTEM, ON STAGE MONITORING & ACCESSORIES
REF NO. MBTC-SCM/168/22

Training:

- All training for operations and maintenance of the product needs to be provided by awarded company.

Warranty:

- Must have 5-year warranty and 1 year replacement guarantee.

Payment terms:

- *MBTC will pay all the invoices submitted by the awarded bidder within 30 days provided all conditions of supply and installations are met.*

8. ELIGIBILITY CRITERIA

8.1 Technical Requirements (Stage 1)

The functional / technical criterion that was utilized to test the capability of service providers was set as follows:

Value	Description
5 - Excellent	Meets and exceed the functionality requirements
4 – Very Good	Above average compliance to the requirements
3 - Good	Satisfactory and should be adequate for stated element
2 - Average	Compliance to the requirement
1 - Poor	Unacceptable, does not meet the set criteria

#	Sub-Criteria	Weight	Value	Actual Score										
1.	Technical evaluation. <table border="1"> <tr> <th>2 Points</th><th>4 Points</th><th>6 Points</th><th>8 Points</th><th>10 Points</th></tr> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> </table>	2 Points	4 Points	6 Points	8 Points	10 Points	1	2	3	4	5	10	5 = Meet Technical specification. 1 = Do not meet technical specification	
2 Points	4 Points	6 Points	8 Points	10 Points										
1	2	3	4	5										
2.	Number of years in the industry? <table border="1"> <tr> <th>4 Points</th><th>8 Points</th><th>12 Points</th><th>16 Points</th><th>20 Points</th></tr> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> </table>	4 Points	8 Points	12 Points	16 Points	20 Points	1	2	3	4	5	20	5 = 10 Years 4 = 8 Years 3 = 5 Years 2 = 3 Years 1 = 2 Years	
4 Points	8 Points	12 Points	16 Points	20 Points										
1	2	3	4	5										
3.	Composition of project team and accreditation of technical support staff. <table border="1"> <tr> <th>2 Points</th><th>4 Points</th><th>6 Points</th><th>8 Points</th><th>10 Points</th></tr> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> </table>	2 Points	4 Points	6 Points	8 Points	10 Points	1	2	3	4	5	10	5 = Proof of Accreditation of support staff, including sound engineer 4 = Sound engineer 3 = Sound Technician with 10 years' experience in theatre environment 2 = Sound technician with 5 years' experience 1= staff without proof of accreditation of support staff	
2 Points	4 Points	6 Points	8 Points	10 Points										
1	2	3	4	5										

REQUEST FOR QUOTATIONS
TERMS OF REFERENCE: SUPPLY, DELIVERY AND INSTALLATION OF DIGITAL SOUND
CONSOLES, BACKLINE, FOH P.A. SYSTEM, ON STAGE MONITORING & ACCESSORIES
REF NO. MBTC-SCM/168/22

4.	Turnaround time for technical support services	10	5 = Available within 24 hours 4 = Available within 48 hours 3 = Available within a week 2 = Available fortnightly 1 = Available monthly											
		<table border="1" data-bbox="140 443 683 533"> <tr> <th>2 Points</th><th>4 Points</th><th>6 Points</th><th>8 Points</th><th>10 Points</th></tr> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> </table>			2 Points	4 Points	6 Points	8 Points	10 Points	1	2	3	4	5
2 Points	4 Points	6 Points	8 Points	10 Points										
1	2	3	4	5										
5.	Availability of spare parts and warranty for a period of five (5) years	10	5 = 5 year repair warranty and interim loan console for unit under repair 4 = 4 year replacement warranty 3 = 3 year replacement warranty 2 = 2 year replacement warranty 1 = No Proof of availability of spare parts											
		<table border="1" data-bbox="140 656 683 745"> <tr> <th>2 Points</th><th>4 Points</th><th>6 Points</th><th>8 Points</th><th>10 Points</th></tr> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> </table>			2 Points	4 Points	6 Points	8 Points	10 Points	1	2	3	4	5
2 Points	4 Points	6 Points	8 Points	10 Points										
1	2	3	4	5										
6.	Project implementation plan with clear timelines of installations, testing and training of technical personnel	20	5 = Methodology/Plan that has clear milestone achievable within 3 months 4 = Methodology/Plan that has clear milestone achievable within 5 months 3 = Methodology/Plan that has clear milestone achievable within 6 months 2 = Methodology/Plan that has clear milestone achievable within 6-12 months 1 = Methodology											
		<table border="1" data-bbox="140 992 683 1081"> <tr> <th>4 Points</th><th>8 Points</th><th>12 Points</th><th>16 Points</th><th>20 Points</th></tr> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> </table>			4 Points	8 Points	12 Points	16 Points	20 Points	1	2	3	4	5
4 Points	8 Points	12 Points	16 Points	20 Points										
1	2	3	4	5										
7.	Local Supplier (Proof of address)	10	5 = Mandela Bay District 4 = Other regions in EC 3 = Bordering regions of EC 2 = Other regions outside EC Province 1 = Outside RSA											
		<table border="1" data-bbox="140 1350 683 1440"> <tr> <th>2 Points</th><th>4 Points</th><th>6 Points</th><th>8 Points</th><th>10 Points</th></tr> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> </table>			2 Points	4 Points	6 Points	8 Points	10 Points	1	2	3	4	5
2 Points	4 Points	6 Points	8 Points	10 Points										
1	2	3	4	5										
8.	Bank rating letter or guarantee	10	5 = Grade/level A 4 = Grade/level B 3 = Grade/Level C 2 = Grade/Level D 1 = Grade/Level E+											
		<table border="1" data-bbox="140 1529 683 1619"> <tr> <th>2 Points</th><th>4 Points</th><th>6 Points</th><th>8 Points</th><th>10 Points</th></tr> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> </table>			2 Points	4 Points	6 Points	8 Points	10 Points	1	2	3	4	5
2 Points	4 Points	6 Points	8 Points	10 Points										
1	2	3	4	5										
Threshold		70												
Total		100												

NB: Bidders who fail to meet a minimum score of 70 out of 100 points in Stage 1 will be eliminated and not proceed for evaluation in Stage 2 (Price and B-BBEE) of the assessment.

REQUEST FOR QUOTATIONS
TERMS OF REFERENCE: SUPPLY, DELIVERY AND INSTALLATION OF DIGITAL SOUND
CONSOLES, BACKLINE, FOH P.A. SYSTEM, ON STAGE MONITORING & ACCESSORIES
REF NO. MBTC-SCM/168/22

8.2 Preferential Points System (Stage 2)

A preferential point system will be applied in the procurement of goods and services as prescribed in the PPPF Act, Section 2(a).

An 80/20 procurement point system will be applied on procurement of goods and services between R30 000 and R50 million where a maximum of 80 points are awarded for price and a maximum of 20 points are awarded for the bidder's B-BBEE status. The preferential points awarded under the 80/20 threshold are awarded using the framework detailed below:

CRITERIA		POINTS
BID PRICE		80
B-BBEE CONTRIBUTION LEVEL		20
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor		0
TOTAL		100

Approved:



11/11/2022

C. Peters

Date

Chairperson (Bid Specification Committee)
Mandela Bay Theatre Complex



SUB-CONTRACTING ACCEPTANCE FORM

Mandela Bay Theatre Complex is a schedule 3A public entity that seek to appoint a service provider for **“SUPPLY, DELIVERY AND INSTALLATION OF DIGITAL SOUND CONSOLES, BACKLINE, FOH P.A. SYSTEM, ON STAGE MONITORING & ACCESSORIES”**. MBTC is an Institution headquartered in Gqeberha, in the Eastern Cape, and seeks to strengthen the local economy and create jobs for the citizens of the province and reduce inequalities through development of enabling environment. Accordingly, a successful bidder must sub-contract at a minimum of 30% (of the value of the contract) to (one or more) EME or QSE which is at least 51% owned by:

- black people;
- black people who are youth;
- black people who are women;
- black people with disabilities;
- black people living in rural or under develop areas or townships;
- black people who are military veterans;
- A cooperative which is at least 51% owned by black people;

The bidder accepts to subcontract _____ of the contract to local contractors EME or QSE that are located in and around Gqeberha.

Name of Director: _____

Name of Company: _____

Signature: _____

Date: _____

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)										
BID NUMBER:		CLOSING DATE:			CLOSING TIME:					
DESCRIPTION										
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)										
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					TECHNICAL ENQUIRIES MAY BE DIRECTED TO:					
CONTACT PERSON					CONTACT PERSON					
TELEPHONE NUMBER					TELEPHONE NUMBER					
FACSIMILE NUMBER					FACSIMILE NUMBER					
E-MAIL ADDRESS					E-MAIL ADDRESS					
SUPPLIER INFORMATION										
NAME OF BIDDER										
POSTAL ADDRESS										
STREET ADDRESS										
TELEPHONE NUMBER		CODE			NUMBER					
CELLPHONE NUMBER										
FACSIMILE NUMBER		CODE			NUMBER					
E-MAIL ADDRESS										
VAT REGISTRATION NUMBER										
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE No:	MAAA			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX]			B-BBEE STATUS LEVEL SWORN AFFIDAVIT			[TICK APPLICABLE BOX]		
		☐ Yes ☐ No						☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]										
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?			☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?							☐ YES ☐ NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA?							☐ YES ☐ NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?							☐ YES ☐ NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?							☐ YES ☐ NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?							☐ YES ☐ NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.										

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

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

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 2011

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, 2011.

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 R1 000 000 (all applicable taxes included);

1.2 The value of this bid is estimated not exceed R1 000 000 (all applicable taxes included) and therefore 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

POINTS

1.3.1.1 PRICE

.....

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

.....

Total points for Price and B-BBEE must not exceed

100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on

Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.

- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

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

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the 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 contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....
ADDRESS:.....
.....
.....

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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

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

- | | |
|--|--|
| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

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

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 Programme (NIP)** 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.