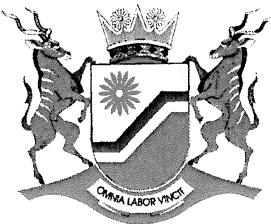


MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF EDUCATION

BID NUMBER: CGT/082/23/MP

APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE SUPPLY; DELIVERY; INSTALLATION; COMMISSIONING AND MAINTENANCE OF LABOUR SAVING DEVICES FOR A PERIOD OF THREE (03) YEARS WITHIN THE MPUMALANGA PROVINCE

Department of Co-Operative Governance & Traditional Affairs
Private Bag X11304
Mbombela
1200

NAME OF BIDDER:
TOTAL BID PRICE (all inclusive) :
(Also in words):
.....

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS

BID NUMBER:	CGT/082/23/MP	CLOSING DATE:	23 JANUARY 2024	CLOSING TIME:	12H00
APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE SUPPLY; DELIVERY; INSTALLATION; COMMISSIONING AND MAINTENANCE OF LABOUR SAVING DEVICES FOR A PERIOD OF THREE (03) YEARS WITHIN THE MPUMALANGA PROVINCE					

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

MBOMBELA, Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, **PIET RETIEF**, No. 11 Measroch Street, Piet Retief Office, **KWAMHLANGA**, KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre **EVANDER**, 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, **BUSHBUCKRIDGE**, Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), **MIDDELBURG**, Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, **MALELANE**, 24 Air Street, Malelane, **ELUKWATINI**, Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr. TG Ndzimande	CONTACT PERSON	Ms.N Molale
TELEPHONE NUMBER	013 766 6374	TELEPHONE NUMBER	013 766 6109
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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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, 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:

TERMS OF REFERNCE FOR APPOINTMENT OF ONE OR MORE SERVICE PROVIDER/S FOR SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF LABOUR SAVING DEVICES FOR A PERIOD OF THREE YEARS.

1. BACKGROUND

The Mpumalanga Department of Co-operative Governance and Traditional Affairs wishes to enter into a contract with a supplier/s, on a 36 months (three year period) for the supply and delivery, delivery, installation, commissioning and maintenance of office automation devices. This will be done as per the specifications hereunder reflected to fulfill the abovementioned mandates of the Department of Co-operative Governance and Traditional Affairs.

2. SPECIFICATION

• COLOUR MULTIFUNCTIONAL PRINTER

2.1 LOCATIONS

- DEVICES- MBOMBELA (RIVERSIDE GOVERNMENT COMPLEX)
- DEVICES- MBOMBELA (RIVERSIDE - SONJOY BUILDING)
- DEVICES – MBOMBELA RIVERSIDE – RIVERSIDE HOUSE)
- DEVICES – KWAMHLANGA (KWAMHLANGA GOVERNMENT COMPLEX)
- DEVICES- BUSHBUCKRIDGE
- DEVICES- ERMELO (57 DE JAGER STREET)
- DEVICES- THUSONG SERVICE CENTERS (GERT SIBANDE, NKANGALA & EHLANZENI)

Minimum Specifications	Rental cost per month	Copy charge (Include maintenance , toner / cartridges and travelling costs)	Copy charge (Include maintenance , toner / cartridges and travelling costs)	TOTAL UNIT PRICE
	R	Colour A4 R	Black A4 R	Colour A3 R
1. Speed:80 ppm 8,100 sheets tray capacity, Multifolding unit with variety, i.e. tri-fold. Automatic Document Feeder for high speed scanning, Banner Printer Quick warm				R

Minimum Specifications	Rental cost per month	Copy charge (Include maintenance , toner / cartridges and travelling costs)	Copy charge (Include maintenance , toner / cartridges and travelling costs)	TOTAL UNIT PRICE
up and Human detector. 2000 sheet booklet finisher and 65 sheet stapler <ul style="list-style-type: none"> • Multifolding • Pin code/secure printing • Staples • A4 Tray • A4 Tray • Scan • Booklet • Colour • Fax 				
2. Production Press High capacity feeder (2000 sheets), <ul style="list-style-type: none"> • 80 ppm (8.5" x 11"/A4) • 52-400 gsm • Print 2400 x 2400 dpi x 1 bit • Resolution: RIP 1200 x 1200 dpi x 10-bit, Print 2400 x 2400 dpi x 1 bit • Autoduplex 				
3. 65 PPM 3300 sheets tray capacity. Banner printing , letter folding, 100 sheets stapling capacity, Booklet, Scanner				

Minimum Specifications	Rental cost per month	Copy charge (Include maintenance , toner / cartridges and travelling costs)	Copy charge (Include maintenance , toner / cartridges and travelling costs)	TOTAL UNIT PRICE
<ul style="list-style-type: none"> • Multifolding • Pin/code/sec ure printing • Staples • A3 Tray • A4 Tray • Scan • Booklet • Colour <p>Fax</p>				
<p>4. 55 PPM</p> <p>3300 sheets tray capacity. Banner printing , letter folding, 100 sheets stapling capacity, Booklet, Scanner, Colour</p> <ul style="list-style-type: none"> • Multifolding • Pin/code/sec ure printing • Staples • A3 Tray • A4 Tray • Scan • Booklet • Colour • Fax 				
<p>5. 55 PPM</p> <p>3300 sheets tray capacity. Banner printing , letter folding, 100 sheets stapling capacity, Booklet, Scanner, Colour</p> <ul style="list-style-type: none"> • Multifolding • Pin/code/sec ure printing • Staples • A3 Tray 				

Minimum Specifications	Rental cost per month	Copy charge (Include maintenance , toner / cartridges and travelling costs)	Copy charge (Include maintenance , toner / cartridges and travelling costs)	TOTAL UNIT PRICE
<ul style="list-style-type: none"> • A4 Tray • Scan • Booklet • Colour <p>Fax</p>				
<p>6. 55 PPM</p> <p>3300 sheets tray capacity, letter folding, 100 sheets stapling capacity, Scanner, Colour</p> <ul style="list-style-type: none"> • Multifolding • Pin/code/sec ure printing • Staples • A3 Tray • A4 Tray • Scan • Booklet • Colour • Fax 				
<p>7. 55 PPM</p> <p>3300 sheets tray capacity. 100 sheets stapling capacity, Scanner, Colour</p> <ul style="list-style-type: none"> • Multifolding • Pin/code/sec ure printing • Staples • A3 Tray • A4 Tray • Scan • Booklet • Colour • Fax 				
<p>8. 35 PPM</p> <p>Mono Printer (Black & White)</p>				

Minimum Specifications	Rental cost per month	Copy charge (Include maintenance , toner / cartridges and travelling costs)	Copy charge (Include maintenance , toner / cartridges and travelling costs)	TOTAL UNIT PRICE
<p>Paper feeder Tray</p> <ul style="list-style-type: none"> • Multifolding • Pin/code/sec ure printing • Staples • A3 Tray • A4 Tray • Scan • Booklet • Colour • Fax 				
<p>9. Colour Multifunction Desktop Printer</p> <ul style="list-style-type: none"> • Print / Copy / Scan Up to 35 pages per minute 1200 x 2400 dpi • Paper sizes up to A4 • Paper weight up to 220 gsm • Paper Capacity: Minimum 2000 sheets • Scanning features: • Single Touch Scan • Searchable PDF • Encrypted / Password Protected PDF • Scan to USB • Scan to Email • Scan to Network) • Wireless Print • Mobile printing for both Android 				

Minimum Specifications	Rental cost per month	Copy charge (Include maintenance , toner / cartridges and travelling costs)	Copy charge (Include maintenance , toner / cartridges and travelling costs)	TOTAL UNIT PRICE
<p>and iOS devices.</p> <ul style="list-style-type: none"> • Secure Printing. User permissions • Antivirus technology integration • Green EnergyWise Integration • Security Features: • Secure Print, Secure Scan, Secure Email, , Network Authentication • User Permissions Surge and lightning protection 				

3. EVALUATION OF BIDS

3.1 Stage 1 – Returnable Schedules

To be considered responsive, bidders must submit a valid offer which complies with the specification along with the required compulsory documents before or on the closing date and time of bid. Failure to submit the following will invalidate the bid. It is emphasised that a duly completed and signed, original Bid document must be submitted to avoid disqualification:

Please indicate YES or NO ✓ Place a Tick in the appropriate column	YES	NO
Original cover page of this bid		
Attach most recent Central Supplier Database report (CSD)		
All bidders must be registered with the Central Supplier Database (CSD) failure to do so will be automatically disqualified.		
It is the responsibility of the bidder to ensure that the following key		

information is in order to avoid any disqualification during the bid evaluations:

- Tax compliance status
- The Business registration status
- Bid restrictions and defaulters status
- Bank Account information
- Identification number and the service of the state status

Failure to submit or adhere to the above will lead to automatic disqualification

Signed Letter of Resolution authorizing a person to sign the bid documents.

- In the case of a **ONE PERSON CONCERN / SOLE PROPRIETORSHIP** submitting a tender, this shall be clearly stated on the company letter head.
- In the case of a **COMPANY** submitting a tender, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.
- In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.
- In the case of **PARTNERSHIP** submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the Tender.

In the case of a **Joint Venture** the following documents must be submitted.

- CSD report for each company forming part of the agreement;
- Signed Joint venture agreement
- Signed Joint Venture letter of authority on their company letterhead appointing a member to sign bid documents.

Fully completed Standard Bidding Documents(SBD 1)

Fully completed and signed Bidder's Disclosure (Standard Bidding Document (SBD1, SBD 4 and SBD 6,1)

Attendance of a compulsory meeting

Signed Terms of reference with each page initialled

Fully completed and signed pricing schedule

Attach a detailed specification of all the products offered in relation to this bid

If mistakes made on the prices/form of offer inclusive of vat crossed out in ink and altered on each price (Use of correction fluid will lead to the bid not being responsive, therefore disqualified)		
Company Profile		
Proposal		
Including previous contract work done value of the work and contactable references per contract.		
Copy of VAT registration certificate, if registered as VAT Vendor. (If applicable)		
Are all addenda issued completed and returned (if applicable)		

3.2 Stage 2 - Functionality

Service Providers considered should have the capacity, capability and appropriate staff as well as cash flow or account arrangements in place to ensure economic, quality, fast, effective, customer oriented services. Hence the Department will be considering the following in an effort to assess the suitability and functionality of the prospective bidders

Pertaining to the evaluation of functionality the Department will measure such functionality as follows:

- The service provider's relevant experience, the capacity to deliver within a short space of time, references and accreditation (if applicable) etc.
- The criteria referred to above will be weighted, and;
- Pertaining to the scoring criteria the following scoring method will be applied for this bid:

EVALUATION CRITERIA

The potential bidder must meet a minimum of 70%:

NB: A bidder that fail to meet 70% of the following evaluation criteria stipulated below will not be considered.

Criteria for functionality:	Weighting	Score
Ability to provide Machines		
<ul style="list-style-type: none"> • Evidence of dealerships or Confirmation of appointment as a distributor 	30	

Criteria for functionality:	Weighting	Score
<ul style="list-style-type: none"> <li data-bbox="362 278 847 399">○ Proof of ownership / confirmation letter as a distributor. 5 <li data-bbox="362 428 847 586">○ no proof of ownership / confirmation letter of appointment as a distributor 0 		
<ul style="list-style-type: none"> <li data-bbox="266 624 847 702">● Years of experience of operations in the industry <li data-bbox="362 732 847 900">○ 10 years and above (proof of operations in the industry (orders, appointment letters) 15 points <li data-bbox="362 929 847 1087">○ 5 years and above (proof of operations in the industry (orders, appointment letters) 10 points <li data-bbox="362 1123 847 1244">○ 4 years (proof of operations in the industry (orders, appointment letters) points 5 <li data-bbox="362 1273 847 1408">○ 3 years proof of operations in the industry (orders, appointment letters) 3 point <li data-bbox="362 1437 847 1549">○ 0-2 years proof of operations in the industry (orders, appointment letters) 1 point 		
<ul style="list-style-type: none"> <li data-bbox="266 1578 847 1657">● Ability to arrange own financing for lease based sales <li data-bbox="362 1686 847 1731">○ Bank rating A= 10 <li data-bbox="362 1760 847 1805">○ Bank rating B= 5 <li data-bbox="362 1834 847 1879">○ Bank rating C= 1 <li data-bbox="362 1909 847 1954">○ No bank rating =0 <li data-bbox="362 1983 847 2028">○ 		

Criteria for functionality:	Weighting	Score
Ability to provide maintenance and servicing of Machines <ul style="list-style-type: none"> • Reference letters (Verification of references may be conducted) <ul style="list-style-type: none"> ○ three (3) and more references 10 ○ one (1) to two (2) references 5 ○ No references 0 		
<ul style="list-style-type: none"> • Evidence of local offices / branches to provide aftersales support (Office Lease Agreement and Municipal Account (Either business name or director's name), as proof of address, to claim points) (Inspection maybe conducted) <ul style="list-style-type: none"> ○ two (2) and more branches/offices 10 ○ one (1) branches/offices 5 ○ no branches/offices 0 	60	
<ul style="list-style-type: none"> • Evidence call desk for logging calls / tickets/ job card or requests <ul style="list-style-type: none"> ○ System/ automated generated on calls logged. 10 points ○ Human operated helpdesk with e-mail call confirmation. 5 points ○ Non-technical / automated or manned helpdesk. 0 		

Criteria for functionality:	Weighting	Score
<p>Project methodology (Detailed project methodology with timelines including the following):</p> <ul style="list-style-type: none"> • Manage client base and resolve / trace billing queries <ul style="list-style-type: none"> ○ proof of client management system 5 ○ no proof of client management system 0 • Local support for accounts enquiries <ul style="list-style-type: none"> ○ proof of dedicated customer center 5 ○ no proof of dedicated customer center 0 • Qualified Technicians: <ul style="list-style-type: none"> ○ 5 years and above experience 10 points ○ 2-4 years' experience 5 points <p>Attach CV and qualifications certificate.</p>		
<ul style="list-style-type: none"> • Evidence of ability to provide service within 24 hours <ul style="list-style-type: none"> ○ System generated technical reports on call out rates 10 ○ Human/ manual generated technical reports on call out rates 5 ○ no technical reports on call out rates 0 		
<p>Ability for service support</p> <ul style="list-style-type: none"> • Ability to provide loan machines when leased machines are out of order 	10	

Criteria for functionality:	Weighting	Score
<ul style="list-style-type: none"> <input type="radio"/> proof of loan machine stock and loan machine agreement 10 <input type="radio"/> no proof of loan machine stock and loan machine agreement 0 		
TOTAL	100	

NB: Points scored for Quality (functionality) will not have an influence on the total tender evaluation points. Preference points for this bid shall be awarded for PRICE and SPECIFIC GOALS. The minimum qualification score is 70 to qualify for further evaluation.

3.3 Stage 3 - Price

PREFERENTIAL PROCUREMENT REGULATION 2022 (80/20)

The third stage of evaluation will be according to the lowest acceptable offer preference points claimed for Specific goals and price (refer also to SBD 6.1) and the Preferential procurement Regulations (PPPFA), 2022 (80/20 preference point system).

The following formula will be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes;

$$Ps = 80 (1 - (Pt - Pmin))$$

P min

Where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

A maximum of 20 points will be awarded based on evidence provided to a tenderer for the specific goal specified as indicated below;

- i) It should be noted that the quantity of items required at this time are estimates. Bid offers will be evaluated and compared based on an estimated quantities provided in the above. It is therefore critical that service providers complete the bid document accordingly;

TERMS OF REFERENCE FOR APPOINTMENT OF ONE OR MORE SERVICE PROVIDER/S FOR SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF LABOUR SAVING DEVICES FOR A PERIOD OF THREE YEARS

- ii) All costs must include VAT;
- iii) Pricing should be indicated in South African Rand, all-inclusive and firm for the first year where after the expected increases for the second and third year must be stated;
- iv) In the case where pricing cannot be offered as a firm price offer.
- v) Firm pricing should be indicated in South African Rand, all-inclusive and firm for the first year.
- vi) Contract price adjustment is not applicable to this contract, Bidders must therefore allow for cost escalation in their pricing (bidders must indicate annual escalation percentage) for the duration of the contract, It should be noted that during the duration of the contract with the successful bidder, no increases shall be allowed;
- vii) Prices shall remain firm.
- viii) The final bid offers shall be based on finalized negotiated rates with appointed bidders

Any false information provided or misrepresentation will result in a bid being disqualified for further

A maximum of 20 points will be awarded based on evidence provided to a tenderer for the specific goal spesified as indicated below;

Specific Goals Points Allocation	Weighting
PREFERENCES: HDI Ownership	
<input type="checkbox"/> Locality (Mpumalanga Province)	<i>10 points</i>
<input type="checkbox"/> Women	<i>04 points</i>
<input type="checkbox"/> Disabled	<i>03 points</i>
<input type="checkbox"/> Youth	<i>03 points</i>
Total Points	20 POINTS

NB: The points scored for the specific goal will be added to the points scored for price and the

TERMS OF REFERNCE FOR APPOINTMENT OF ONE OR MORE SERVICE PROVIDER/S FOR SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF LABOUR SAVING DEVICES FOR A PERIOD OF THREE YEARS

5. BID CONDITIONS

- i) The Department may opt to appoint more than one bidder;
- ii) The Department is not bound to accept any of the proposals submitted and reserve the right to call for best and final offers from short-listed bidders before final selection;
- iii) The Department reserves the right to call for presentations or interviews with short listed bidders before final selection and to perform a site inspection to verify capacity/health standards of premises for cooking.
- iv) The Department reserves the right to negotiate price with the preferred bidder/s;
- v) The lowest or any bidder will not necessary be accepted and the Department reserves the right to accept the whole or part of any bid;
- vi) The Department reserves the right to appoint more than one Service Provider;
- vii) A bid from any bidder or its directors/partners whose name appears on the National Treasury Database of restricted suppliers will not be considered;
- viii) Late and incomplete bids will not be considered.
- ix) Bids where rates are incomplete or omitted will be rejected.

6. COMPULSORY BRIEFING SESSION

- i) There will be a compulsory session per district (refer to the advert).
- ii) Any bidder who require clarity may contact the relevant contacts as indicated below:

Specification: Ms. NP Molale (013) 766 6990 and
Mr. TG Nzimande (013) 766 6374

7. GENERAL CONDITIONS OF CONTRACT

- i) This bid and all contracts emanating there from will be subject to the attached General Conditions of Contract issued by the National Treasury.
- ii) A Contract of Service shall be entered into with the successful bidder/s

8. CONTRACT PERIOD

The intended Contract period shall be for a period of three (3) years effective from the date of the appointment or as stipulated in the Contract of Service. Any extension will be negotiated between Parties and must be approved in writing by the Head: Co-operative Governance and Traditional Affairs.

TERMS OF REFERENCE FOR APPOINTMENT OF ONE OR MORE SERVICE PROVIDER/S FOR SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF LABOUR SAVING DEVICES FOR A PERIOD OF THREE YEARS

9. SPECIAL CONDITIONS OF CONTRACT

- i) The following Special Conditions of Contract, amongst others, are an extract of the final intended Contract and supplementary to the General Conditions of Contract mentioned above. However, where the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail;
- ii) Any misrepresentation of information provided in this bid may result in the cancellation of the Contract. It is a condition of this bid that the Tax matters of the Service Provider MUST remain in order for the awarded Service Provider/s for the duration of the Contract;
- iii) It will be a requirement, that for the duration of the Contract if and when awarded that the successful bidder must comply with the Departmental requirements; and
- iv) That the registration of the successful bidder on CSD must always be compliant;
- v) Final menus must be approved and operations be checked by the Provincial Health Inspector and a compliance certificate of Hygiene must be issued prior to Departmental events;
- vi) For marquees and sound system(s) for outdoor events, an engineer's certificate must be issued by a qualified engineer prior to the event;
- vii) All costs for standard menu's must include cutlery, table cloths, labour for set up and clean up and food must be prepared Halaal as and when required;
- viii) Basic cutlery for both VIP and standard catering must be included;
- ix) Bids will be evaluated per Local Municipality. In case a suitable Service Provider is not identified in a specific Local Municipality, the District Municipality will be considered;
- x) The Department reserves the right to appoint Service Provider/s on standardised negotiated rates.

xii) Services and Orders

- All required services shall be arranged by confirmation of the acceptance of a quotation by means of written confirmation by a delegated SCM official, after which a purchase order shall be generated;
- An email/fax and confirmed by an official purchase order based on the quotation received;
- No service shall be rendered without an official purchase order or confirmation in writing,

TERMS OF REFERENCE FOR APPOINTMENT OF ONE OR MORE SERVICE PROVIDER/S FOR SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF LABOUR SAVING DEVICES FOR A PERIOD OF THREE YEARS.

- In case of an emergency or after hours, services shall be rendered on confirmation from the designated official;
- No responsibility shall be taken for payment of services not confirmed in writing by the relevant designated official;
- Orders will be placed by the Head Office or the respective District office who will be responsible for the payment to contracted Service Providers for service rendered;
- All quotations must be detailed per item;
- No alcohol will be allowed for any event on the account of the Department.

xii) Payment of Invoices

- A Service Provider shall ensure the utilisation of the Department's invoice tracking system for payment of invoices;
- Prices/ Percentage charged by the contracted Service Providers for service rendered shall not vary with the approved prices / percentages;
- Where discounts were received such discounts should also be transferred to the Department on the final invoice;
- Payment shall be made within 30 days, after receipt of a valid invoice from the other applicable principal Service Provider, which are subject to the approval of acceptable services by the Department. No part payments shall be made to the Service Provider;
- A Service Provider should ensure that the official who received an invoice, certifies that the invoice was received on the said date by stamping the invoice with the receipt stamp (this ensures that the invoice is tracked and paid within the required time);
- Service Providers should avoid delivering invoices to any manager or official other than the Department's Expenditure Section, in a case where it is unavoidable, the Service Provider should follow up with that person to ensure that the invoice was submitted to the Department's Expenditure Section. This is to be avoided at all times as no assistance can be provided if the invoice is not received at expenditure;
- All invoices must be delivered to the Department's Expenditure Section in the original; and

TERMS OF REFERNCE FOR APPOINTMENT OF ONE OR MORE SERVICE PROVIDER/S FOR SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF LABOUR SAVING DEVICES FOR A PERIOD OF THREE YEARS

- Invoices be recorded in the register that is provided for this purpose by the person delivering the invoice stating the date, name of Service Provider, invoice number, service rendered or goods delivered and signature;
- Invoices must further have an order number or reference number (or copy of a confirmation letter when no order was issued);
- Service Providers should ensure validity of their invoices and supporting documentation, an invoice is considered valid only if it reflects the following:
 - The full or shortened name of the Service Provider;
 - The physical address and or postal address of the Service Provider and contact person;
 - Contact information, telephone ~~fax~~ and cell number or email address;
 - The tax number and VAT number, where VAT is charged (it is an offence for a supplier to charge VAT whilst not registered as a VAT vendor);
 - A full description of goods/service in line with the official purchase order;
 - The date of the invoice (Invoice date must not precede goods/service receipt date);
 - The signature of the authorised Service Provider's representative;
- It should be noted that invoices for travel agencies MUST be accompanied by the invoice from the principal Service Providers and where quoted costs are less than actual costs the Department expects to also see the reduction on the final invoice;
- Any additional requirements arranged which are different from the initial order must be invoiced separate;
- The Service Provider shall immediately notify the Department of any changes in the banking details and shall submit a valid and updated tax clearance certificate to the Department;
- The Service Provider must, in order to ensure timeous payment by the Department, keep its tax matters compliant with relevant tax legislation and ensure that its registration with the Central Supplier Database remains valid;
- The Service Provider must disclose, at any stage after constitution of the Contract, whether they are sub-contracting all or any portion of the services, which sub-contracting will be subject to prior negotiation with and written approval by the Head: Co-operative Governance and Traditional Affairs, who will instruct the Service Provider on the procedure for such negotiation and the approvals required in the process. Any services, procured on sub-contracting basis, without
- the involvement of the Head: Co-operative Governance and Traditional Affairs, will not be reimbursed.

TERMS OF REFERNCE FOR APPOINTMENT OF ONE OR MORE SERVICE PROVIDER/S FOR SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF LABOUR SAVING DEVICES FOR A PERIOD OF THREE YEARS

(xiii) NATURE OF RELATIONSHIP

- The nature of relationship between the Department and the Service Provider is that of an independent Service Provider and the employees of the Service Provider shall not be construed to be the employees, agents or representatives of the Department. The Service Provider further acknowledges that it shall be held liable for any damages caused to assets of the Department caused by its employees.
- The Service Provider further acknowledges that it shall take no instructions from any official of the Department other than the Department's representative from the Directorate Supply Chain Management and all queries, correspondence and purchase orders on behalf of the Department will be handled by the Director: Supply Chain Management or her delegate.

(xiv) INDEMNITY

- The Service Provider indemnifies and holds the Department harmless against any claim resulting from damages to or loss of property or injury or death of any person occurring whilst providing the services and whether or not such damages, loss, injury or death should be the result of any act or omission on the part of the Service Provider, its employees, agents, or any other person.

(x) TERMINATION OF CONTRACT

- Notwithstanding any other provisions, either Party shall be entitled to immediately terminate this Contract in the event of:
 - The breach by the other Party of any material terms or conditions of this Contract and failing to remedy such breach within 7 (seven) days of receipt of a written notice delivered by hand or by courier service calling upon the Party in breach to remedy such breach within 7 (seven) days of receipt thereof;
 - The other Party being placed in liquidation, whether provisionally or finally or being placed under judicial management;
 - The other Party making itself guilty of any conduct, which conduct is prejudicial to the aggrieved Party's interests.

TERMS OF REFERNCE FOR APPOINTMENT OF ONE OR MORE SERVICE PROVIDER/S FOR SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF LABOUR SAVING DEVICES FOR A PERIOD OF THREE YEARS

(xi) RELAXATION

No latitude extension of time or other indulgences which may be given or allowed by either Party to the other in respect of the Party's performance of any obligation hereunder or the enforcement of any right arising from this Contract and on single or partial exercise of any right by either Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of or otherwise affect any of that Party's rights in terms of or arising from this Contract or stop such party from enforcing, at any time without notice, strict and punctual compliance with each and every provision or term of this Contract.



TAX CLEARANCE

TCC 001

**Application for a Tax Clearance
Certificate**

Purpose

Select the applicable option Tenders Good standing

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name
(Initials & Surname
or registered name)

Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no **7**

VAT registration no **4**

SDL ref no **L**

Customs code

UIF ref no **U**

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)Tender number Estimated Tender amount R Expected duration year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
--------------	----------------	-----------	----------------	------------------	--------

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

 - -

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

 - -

Signature of applicant/Public Officer

Date

Name of applicant/ Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as 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.

SBD4

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.

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.

SBD4

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).

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

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt-P}{P}\right)$	or	$Ps = 90 \left(1 - \frac{Pt-P}{P}\right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality (per municipality)		10		
Women-owned		4		
Disabled persons		3		
Youth		3		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole property

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender,

qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

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

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

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

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

(Tick applicable box)

YES		NO	
-----	--	----	--

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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.

TABLE OF CLAUSES

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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	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <ul style="list-style-type: none"> (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 <p>7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or</p>

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.

Js General Conditions of Contract (revised July 2010)