



## sport, arts & culture

Department:  
Sport, Arts and Culture  
REPUBLIC OF SOUTH AFRICA

Private Bag X897, Pretoria 0001 – Sechaba House, 202 Madiba Street and Paul Kruger, Pretoria 000  
Tel: (012) 441 3000, Fax: (012) 441 3699

Enquiries : Mr. Tuelo Thubisi/ Ms. R Zulu

Tel : 012 441 3504/ 012 441 3089 Reference : DSAC 14/21-22

### **REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO EXECUTE REBRANDING OF DSAC BUILDINGS-NAMELY SECHABA HOUSE, NATIONAL ARCHIVES AND RECORDS SERVICES OF SOUTH AFRICA, FILM AND VIDEO AND SOUND ARCHIVES AS WELL AS THE OLD LIBRARY BUILDING OF THE DEPARTMENT OF SPORT, ARTS AND CULTURE.**

#### **REQUIRED BY: DEPARTMENT OF SPORT, ARTS & CULTURE**

1. Kindly furnish the Department with a bid for the services shown on the attached forms.
2. The General Conditions of Contract (GCC) as well as the SBD1, SBD2, SBD3.3, SBD 4, SBD 6.1, SBD8 and SBD9 forms are attached for completion.
3. These forms must be returned with your bid. Bid documents must be submitted on a separate envelope stipulating the following information: Name and Address of the Bidder, Bid Number and Closing Date of the Bid. The Budget Proposal must also be submitted on a separate envelope where necessary. **Interested parties to submit an original document plus 4 copies of the original document.**
4. All bids forwarded by postal services must be addressed to: The Director-General, Department of Sport, Arts and Culture, Sechaba House, 202 Madiba Street, Pretoria, 0001, attention: Director Supply Chain Management, and reach this address no later than the closing date and time. Alternatively, bids may be deposited by hand at the Department of Sport, Arts and Culture, Sechaba House, Cnr Paul Kruger & Madiba Streets, Pretoria.
5. The closing date for the tender is on the 26 November 2021 at 11:00am.
6. Virtual briefing session on the 04 November 2021 at 10:00am

Link: <https://bit.ly/BriefingSessionDSAC14-21-22>

Signed by Refilwe Matswadi Zulu  
Signed at 2021-10-20 11:28:40 +02:00  
Reason: I approve this document

MS REFILWE ZULU

DIRECTOR: SUPPLY CHAIN MANAGEMENT

DATE:



## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF ARTS AND CULTURE)					
BID NUMBER:	DSAC 14/21-22	CLOSING DATE:	26 NOVEMBER 2021	CLOSING TIME:	11:00AM
DESCRIPTION	REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO EXECUTE REBRANDING OF DSAC BUILDINGS-NAMELY SECHABA HOUSE, NATIONAL ARCHIVES AND RECORDS SERVICES OF SOUTH AFRICA, FILM VIDEO AND SOUND ARCHIVES AS WELL AS THE OLD LIBRARY BUILDING OF THE DEPARTMENT OF SPORT, ARTS AND CULTURE.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>SECHABA HOUSE</b>					
<b>202 MADIBA STREET</b>					
<b>CNR MADIBA AND PAUL KRUGER STREET</b>					
<b>PRETORIA</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
	NAME:				
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]	
<b>SIGNATURE OF BIDDER</b>	.....		<b>DATE</b>		
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>					
<b>TOTAL NUMBER OF ITEMS OFFERED</b>			<b>TOTAL BID PRICE (ALL INCLUSIVE)</b>		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY	Sport, Arts and Culture		CONTACT PERSON	Ms Nnaniki Malesa	
CONTACT PERSON	Mr T Thubisi		TELEPHONE NUMBER	071 350 9125	
TELEPHONE NUMBER	072 604 7259		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	Nnanikim@dsac.gov.za	

E-MAIL ADDRESS	tuelot@dsac.gov.za	
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**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
<b>2. TAX COMPLIANCE REQUIREMENTS</b>								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

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

**PRICING SCHEDULE**  
**(Professional Services)**

NAME OF BIDDER: .....	BID NO.: DSAC 14/21-22
CLOSING TIME 11:00 AM	CLOSING DATE: 26 November 2021

OFFER TO BE VALID FOR .....90...DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4. PERSON AND POSITION
 

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

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

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

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

Name of Bidder: .....

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

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

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

**\*[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(Department of Sport, Arts and Culture)  
Mr. T Thubisi  
Tel: 072 604 7259  
Email: [tuelot@dsac.gov.za](mailto:tuelot@dsac.gov.za)

Or for technical information –

Ms. Nnaniki Malesa  
Tel: 071 350 9125  
Email: [Nnanikim@dsac.gov.za](mailto:Nnanikim@dsac.gov.za)

Ms. Zimasa Velaphi  
Tel: 072 172 8925  
Email: [Zimasav@dsac.gov.za](mailto:Zimasav@dsac.gov.za)



sport, arts & culture

Department:  
Sport, Arts and Culture  
REPUBLIC OF SOUTH AFRICA

**ANNEXURE B**

**SBD 4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

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

2.2 Identity Number:.....

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

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

3 below.

"State" means –

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

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....



**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

### 2. DEFINITIONS

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



3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

.....

8.6 **COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a

- result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES
1. ....
2. ....

..... SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS .....
.....
.....



SBD 8

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

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(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder



**sport, arts & culture**

Department:  
Sport, Arts and Culture  
REPUBLIC OF SOUTH AFRICA

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## **TERMS OF REFERENCE**

**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO EXECUTE REBRANDING OF DSAC BUILDINGS - NAMELY SECHABA HOUSE, NATIONAL ARCHIVES AND RECORDS SERVICES OF SA, FILM VIDEO AND SOUND ARCHIVES AS WELL AS THE OLD LIBRARY BUILDING OF THE DEPARTMENT OF SPORT, ARTS AND CULTURE**

**CLOSING DATE AND TIME OF BID:  
26 NOVEMBER 2021**

**AT 11:00AM**

**BID VALIDITY PERIOD: 90 DAYS**

## 1. INTRODUCTION AND PURPOSE

The National Department of Sport, Arts and Culture (herein referred to as DSAC) seeks to appoint a service provider to provide rebranding services at four of the premises of the department of Sport, Arts and Culture - namely:

- Sechaba House
- National Archives and Records Services of South Africa
- National Film, Video and Sound Archives
- Old Library Building (of Department of Sport, Arts and Culture)

Mandating the rebranding of the identified buildings, herein referred to as DSAC sites, is the proclamation made on 29 May 2019 by President Ramaphosa when he announced the new cabinet of South Africa.

With the intent of promoting greater coherence, better coordination and improved efficiency a number of portfolios were combined resulting in a reduction in the number of Ministers from 36 to 28. Consequently, The Department of Arts and Culture was combined with the Department of Sport and Recreation. The merger of these two aforesaid departments officially became into effect as of 1 April 2020 and pronounced by President as Department of Sport, Arts and Culture.

With the re naming of the department also comes the relocation of staff of the previously known department of Sport and Recreation SA. All officials of DSAC must be based at Sechaba House - a building which was previously utilised for employees of the then Department of Arts and Culture. By implication, Sechaba House will also need to be rebranded to reflect the new Corporate Identity of DSAC.

This rebranded exercise must showcase and demonstrate fully through selected visuals that the two integrated portfolios - namely that of Sport & Recreation portfolio as well as that of Arts and Culture portfolio.

It is against this background that the submission of request for seeking and appointing a services provider is being requested.

## 2. SCOPE OF DELIVERY OF SERVICES

Bidders must take note of the following:

- Artwork will be supplied by DSAC
- CI guideline regarding the use of the logo ensuring adherence to government prescripts will be supplied by DSAC
- All approvals will be sanctioned with Marketing and Comms directorate
- Ensure that they qualify for provision of printing and production of material required to deliver the branding and signage of the department.
- Use of Solvent ink is strictly prohibited for health purpose as the ink is toxic - especially for all indoor branding.
- All indoor material should be printed in either one of the following methods: Latex printing, UV Printing, Sublimation where appropriate,
- Ensure that they are certified in accordance with legislated laws for rig and roping services required for putting up the material in areas mandating qualified and professional personnel and services for applying or putting up printed material at designated areas.
- Ensure that they utilise material and products which have addressed visual, social and traffic safety considerations and related bi-laws of traffic legislations.
- Take into consideration the cumulative impact of Wall Signs to be put up and the need to stand out optimally - more so given the presence of other outdoor advertisements and signs and especially those with a higher impact.
- Ensure that outdoor material used respects the legislation of ecosystem, shows respect for the regulations to be adhered to especially for the visually impaired and will not in anyway result in toxification of the environment to those who are exposed to it.
- All print & cut out vinyl must have a 7- 10 year durability.
- Where existing artwork is found on any of the areas where new artwork needs to be installed such as glass doors, service provider appointed will be expected to remove old artwork, clean surfaces and only then install new artwork.
- As such, service provider must work out scope projection on both prospects as some glass doors may merit the need of cleaning surfaces before applying new artwork.
- Service provider appointed will be expected to enter into a 3 year term of maintenance of printed collateral inclusive of: wear and tear, printing of new material for new offices/new name tags for new employees.
- To work on 1% of maintenance of total figure in this regard over 3 year period for the aforesaid maintenance
- DSAC will conduct inspection on appointed service provider's printing site to verify the correct usage of ink and material for all material to be produced for the signage.
- Upon appointment by service provider, Marketing and Communications Chief Directorate will review the scope of deliverables and any amendments to current scope may follow henceforth.
- Service provider appointed will be expected to submit designs of elements to be produced or printed in electronic format for sign-off prior to production ensuing.
- Service provider appointed will be expected to submit a project plan to Marketing and Comms Chief Directorate outlining detailed deliverables, personnel responsible with articulated timelines which envisage completion of this project in all its entirety within the period of 6 months to 12 months.

### 3. TASK DIRECTIVE

The Department requires the services of a duly experienced and knowledgeable entity in undertaking the tasks outlined in this bid with reference to printing, production, flighting and maintenance of signage of buildings of DSAC.

The bidders must ensure and confirm that they have read and understood the task descriptions in order to submit their proposal in response to the bid.

The bid tasks have been outlined in alphabetical order - please note as follows:

3.1 Sechaba House - Outside the Building (3.1.1 to 3.1.6)

3.2 Sechaba House - Inside the Building (3.2.1 to 3.2.31)

3.3 National Archives and Records Services of South Africa (3.3.1 to 3.3.11)

3.4 National Film, Video and Sound Archives (3.4.1 to 3.4.10)

3.5 Old Library Building (of Department of Sport, Arts and Culture) (3.5.1 to 3.5.14)

A detailed outline of the tasks at hand follows suit - do note acronyms used herein:

- QTY - Quantity
- L-LEFT
- M-MIDDLE
- R-RIGHT

(where permissible there is reference of image no - which is reflected in the slides presentation attached to the terms of reference)

### **3.1 SECHABA HOUSE - OUTSIDE THE BUILDING**

The SECHABA HOUSE -OUTSIDE THE BUILDING encompasses requirements detailed in 3.1.1 to 3.1.6.

Bidders are asked to respond in a correspondence which unpacks their proposal for each of these items as listed in the table below:

<b>SECTION 3.1 : SECHABA HOUSE - OUTSIDE THE BUILDING</b>				
<b>NO</b>	<b>ITEM</b>	<b>SIZE</b>	<b>QTY</b>	<b>CONSIDERATIONS /MATERIAL/PRINTING REQUIREMENTS</b>
3.1.1	<b>OUTDOOR LED SCREEN</b>	8m x 4m	2	<ul style="list-style-type: none"> <li>This structure must be installed to cater as a billboard which curves or overlaps on both Madiba and Paul Kruger Streets as one installation.</li> <li>Should this not be feasible then the installation will be made up of two separate LED Screens on either side of the streets</li> <li>Service provider to supply technical support and IT system which will ensure that periodic updating of the content on these screens is actioned by the M&amp;C unit</li> </ul>
3.1.2	<b>INFORMATION SIGNAGE - PYLON</b>	1.2m x 4.2m	2	<ul style="list-style-type: none"> <li>DSAC currently has two pylon structures - one located at entrance of the building on Paul Kruger Street whilst another is on the side of the road facing Madiba Street.</li> <li>Print &amp; Cut material should be full-colour UV laminated, only application tape to be used to mount on surfaces.</li> </ul>
3.1.3	<b>INFORMATION SIGNAGE - PYLON</b>	1.2m x 4.2m	2	<ul style="list-style-type: none"> <li>DSAC currently has two pylon structures - one located at entrance of the building on Paul Kruger Street whilst another is on the side of the road facing Madiba Street.</li> <li>Print &amp; Cut material should be full-colour UV laminated, only application tape to be used to mount on surfaces.</li> </ul>
3.1.4	<b>PARKING SIGNS - LIGHTBOX (UNDERGROUND PARKING)</b>	3m x 0.6m	1	<ul style="list-style-type: none"> <li>Parking entrance of this Parking Sign is located on Paul Kruger Street.</li> <li>Frame of structure must be made of aluminium</li> <li>The face of the light box must be made of perspex (plexiglass) material</li> <li>The light box must be backed up by chromadek - specially where the light box is placed against the wall</li> <li>Where Lightbox is suspended/double-sided then material must be perspex on both sides.</li> </ul>
3.1.5	<b>DOUBLE GLASS DOORS - GROUND FLOOR</b>	71cm x 2.2m	3	<ul style="list-style-type: none"> <li>Installation of the artwork here must be done from the inside of the building and not the outside.</li> <li>Full colour printed Contra vision as there is a need to block out vision from outside to inside building</li> </ul>
3.1.6	<b>WINDOWS - GROUND FLOOR</b>	2.2m x 1.46m	23 panels	<ul style="list-style-type: none"> <li><b>All windows</b> along the passages including in all events hall and meeting rooms.</li> <li>Installation of the artwork here must be done from the inside of the building and not the outside.</li> <li>Full colour printed Contra vision as there is a need to block out vision from outside to inside building</li> </ul>

**END OF SECTION 3.1 OF SECHABA HOUSE - OUTSIDE BUILDING**

### **3.2 SECHABA HOUSE - INSIDE THE BUILDING**

The SECHABA HOUSE - INSIDE THE BUILDING encompasses requirements detailed in 3.2.1 to 3.2.31

Bidders are asked to respond in a correspondence which unpacks their proposal for each of these items as listed in the table below:

<b><u>SECTION 3.2: SECHABA HOUSE - INSIDE</u></b>				
<b>NO</b>	<b>ITEM</b>	<b>SIZE</b>	<b>QTY</b>	<b>CONSIDERATIONS /MATERIAL/PRINTING REQUIREMENTS</b>
3.2.1	<b>OFFICE GLASS DOORS</b>	71cm x 2.2m	500	<ul style="list-style-type: none"> <li>The Sechaba House building has 19 floors</li> <li>Herein glass doors found in the building - namely offices, store-rooms and boardrooms</li> <li>Where existing artwork is found on the glass doors, service provider appointed will be expected to remove old artwork, clean surfaces and only then install new artwork</li> <li>Printing will be executed as full-colour vinyl/Contravision</li> <li>Service provider to work out scope projection on both prospects as some doors may merit use of either</li> </ul>
3.2.2	<b>OFFICE NAME BOARDS LABELS</b>	31cm x 7cm	Work on 500 labels	<ul style="list-style-type: none"> <li>Each office/boardroom/store-room has a label consists of 2 items - Holder citing logo of department and number of office as well as actual Label referring to the name of the office/personnel occupying the room (SEE IMAGE X)</li> <li>Label holders produced using aluminium extrusions</li> <li>Vinyl printed material to be used on office name with full colour printing of DSAC logo</li> <li>Cut-out vinyl to be used on name tags</li> </ul>
3.2.3	<b>DIRECTORATE SIGNAGE</b>	50.5cm x 60cm	24	<ul style="list-style-type: none"> <li>Sechaba House has 19 floors</li> <li>Each floor has two directorate signages near the lifts.</li> <li>A floor where there might be more than 1 chief directorate will require an arrow/pointer that shows direction of offices</li> <li>Directorate signage to be produced using aluminium extrusions</li> <li>Vinyl printed material to be used on name with full colour printing of DSAC logo and related content on the signage</li> </ul>
3.2.4	<b>ENTRANCE DOORS TO MAIN BUILDING GROUND AFTER SECURITY CHECK-POINT GOING TO THE LIFTS INSIDE THE BUILDING</b>	71cm x 2.2m	1	<ul style="list-style-type: none"> <li>To rebrand these doors with wall-paper of DSAC Entities and Federations</li> <li>Artwork will be supplied by DSAC M&amp;C</li> <li>Full-colour wall-paper material to be used for printing purposes</li> </ul>

3.2.5	<b>BROCHURE STANDS (FOR ALL PREMISES)</b>	47 x 34 x 17cm  Weight 7,75kg	26	<ul style="list-style-type: none"> <li>• This is a brochure stand to be placed in all DSAC premises.</li> <li>• It is material made of aluminium with steel connectors &amp; Perspex face</li> <li>• It is a 6 tray A4 stand with an aluminium hard shell case</li> </ul>
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### **SECTION 3.2: SECHABA HOUSE - INSIDE**

NO	ITEM	SIZE	QTY	CONSIDERATIONS /MATERIAL/PRINTING REQUIREMENTS
3.2.6	<b>WALL MOUNT LOCKABLE SUGGESTION BOX FOR ALL PREMISES</b>	21.5 x 10.5 x 28.5cm Weight: 1.1kg	26	<ul style="list-style-type: none"> <li>• This is a Lockable Wall-Mount ABS Transparent Aluminium Alloy Suggestion Box</li> <li>• It will be located indoors outside office doors in the corridors</li> <li>• It will be wall-mounted</li> <li>• It will be silver in colour and have a symbol of one of DSAC's artefacts/icons as printed on vinyl by service provider and supplied as artwork by DSAC</li> </ul>
3.2.7.	<b>PARKING WALL COLOURFUL</b>	3.18m x 3.15m 3.87m x 3.15m 1.60m x 3.15m	3	<ul style="list-style-type: none"> <li>• To brand this area with wall-paper</li> <li>• Artwork will be supplied by DSAC M&amp;C</li> <li>• Full-colour wall-paper material to be used for printing purposes</li> <li>• IMAGE NO: 1005</li> </ul>
3.2.8	<b>SELFIE FRAME INFRONT OF PARKING</b>	1.84m x 1.34m (inside measure)	1	<ul style="list-style-type: none"> <li>• It is material made of aluminium with steel connectors &amp; Perspex face</li> <li>• IMAGE NO: 1006</li> </ul>
3.2.9	<b>REVOLVING DOORS TO RECEPTION</b>	1.38m x 1,87m (1 x glass panel)	3	<ul style="list-style-type: none"> <li>• Printing will be executed as full-colour vinyl/Contravision</li> <li>• IMAGE NO: 1007</li> </ul>
3.2.10	<b>WHITE WALL ABOVE REVOLVING DOORS</b>	8.00m x 40cm	1	<ul style="list-style-type: none"> <li>• To brand this area with wall-paper</li> <li>• Artwork will be supplied by DSAC M&amp;C</li> <li>• Full-colour wall-paper material to be used for printing purposes</li> <li>• IMAGE NO: 1008</li> </ul>
3.2.11	<b>COLOURFULL WALL BY REVOLVING DOOR</b>	2.27m x 3.00m	1	<ul style="list-style-type: none"> <li>• To brand this area with wall-paper</li> <li>• Artwork will be supplied by DSAC M&amp;C</li> <li>• Full-colour wall-paper material to be used for printing purposes</li> <li>• IMAGE NO: 1009</li> </ul>
3.2.12	<b>CONTENT BOARDS ON EACH FLOOR</b>	2.27m x 3.00m (size may vary depending on space on each floor)	19	<ul style="list-style-type: none"> <li>• To provide content board on each floor in the building for putting up printed content</li> <li>• Signage to be produced using aluminium extrusions</li> <li>• Vinyl printed material to be used where relevant with full colour printing of DSAC logo and related content on the signage to brand the signage</li> </ul>

3.2.13	<b>MAIN RECEPTION SECURITY SCANNERS</b>	54.5cm x 2.05m	3	<ul style="list-style-type: none"> <li>To brand this area with wall-paper /suitable material</li> <li>Artwork will be supplied by DSAC M&amp;C</li> <li>Full-colour wall-paper material to be used for printing purposes</li> <li>IMAGE NO: 1010</li> </ul>
3.2.14	<b>MAIN RECEPTION DESK</b>	T-3.7m x 38cm B-3.6m x 67cm	1	<ul style="list-style-type: none"> <li>Installation of the artwork here must be done using frosted vinyl</li> <li>Material to be printed on aluminium plate</li> <li>IMAGE NO - 1011</li> </ul>
3.2.15	<b>BEHIND MAIN RECEPTION DESK WALLS</b>	9.00m x 2.84m 3.11m x 2.84m	2	<ul style="list-style-type: none"> <li>To brand this area with wall-paper</li> <li>Artwork will be supplied by DSAC M&amp;C</li> <li>Full-colour wall-paper material to be used for printing purposes</li> <li>IMAGE NO: 1012</li> </ul>

### **SECTION 3.2: SECHABA HOUSE - INSIDE**

<b>NO</b>	<b>ITEM</b>	<b>SIZE</b>	<b>QTY</b>	<b>CONSIDERATIONS /MATERIAL/PRINTING REQUIREMENTS</b>
3.2.16	<b>MAIN RECEPTION COLOURFUL WALL</b>	7.50m x 2.84m 4.50m x 2.84m	2	<ul style="list-style-type: none"> <li>To brand this area with wall-paper</li> <li>Artwork will be supplied by DSAC M&amp;C</li> <li>Full-colour wall-paper material to be used for printing purposes</li> <li>IMAGE NO: 1013</li> </ul>
3.2.17	<b>MAIN RECEPTION ADDITIONAL WALLS</b>	L-1.57m x 2.84m M-4.50m x 2.84m R-3.40m x 2.84m 3.20 x 2.84m	4	<ul style="list-style-type: none"> <li>Printing will be executed as full-colour vinyl/Contravision</li> <li>IMAGE NO: 1014</li> <li>L-LEFT</li> <li>M-MIDDLE</li> <li>R-RIGHT</li> </ul>
3.2.18	<b>SMOKING AREA DOORS DELIVERY PASSAGE</b>	82cm x 2.04m	1	<ul style="list-style-type: none"> <li>Printing will be executed as full-colour vinyl/Contravision</li> <li>IMAGE NO: 0004</li> <li>LEFT / RIGHT SAME SIZE</li> </ul>
3.2.19	<b>GLASS PANELS NEXT TO SMOKING AREA</b>	1.25m x 1.40m	6	<ul style="list-style-type: none"> <li>Printing will be executed as full-colour vinyl/Contravision</li> <li>IMAGE NO: 2001</li> </ul>
3.2.20	<b>ENTRANCE DOOR WITH 6 PANELS NEXT TO SMOKING AREA</b>	1.96m x 2.10m	1	<ul style="list-style-type: none"> <li>Printing will be executed as full-colour vinyl/Contravision</li> <li>Where existing artwork is found on the glass doors, service provider appointed will be expected to remove old artwork, clean surfaces and only then install new artwork.</li> <li>Service provider to work out scope projection on both prospects as some doors may merit use of either</li> <li>IMAGE NO: 2002</li> </ul>
3.2.21	<b>SMALL WINDOWS OPPOSITE SMOKING AREA</b>	1.44m x 46cm	7	<ul style="list-style-type: none"> <li>Printing will be executed as full-colour vinyl/Contravision</li> <li>Service provider to work out scope projection on both prospects as some doors may merit use of either</li> <li>IMAGE NO: 2003</li> </ul>

3.2.22	<b>ENTRANCE DOORS FROM BUILDING INTO PASSGAE</b>	<b>TLM-</b> 1.36m x 77cm <b>TR-</b> 80.5cm x 77cm <b>BL</b> -1.35m x 1.98m <b>BR</b> – 80cm x 1.98m <b>LD</b> – 64cm x 1.84m <b>RD</b> – 64cm x 1.84m	2 1 1 1 1	<ul style="list-style-type: none"> <li>• Printing will be executed as full-colour vinyl/Contravision</li> <li>• Where existing artwork is found on the glass doors, service provider appointed will be expected to remove old artwork, clean surfaces and only then install new artwork.</li> <li>• Service provider to work out scope projection on both prospects as some doors may merit use of either</li> <li>• IMAGE NO: 2004</li> </ul>
3.2.23	<b>GYM GLASS PANELS</b>	1.56m x 2.17m	5	<ul style="list-style-type: none"> <li>• Printing will be executed as full-colour vinyl/Contravision</li> <li>• Where existing artwork is found on the glass doors, service provider appointed will be expected to remove old artwork, clean surfaces and only then install new artwork.</li> <li>• Service provider to work out scope projection on both prospects as some doors may merit use of either</li> <li>• IMAGE NO: 2005</li> </ul>

**SECTION 3.2: SECHABA HOUSE - INSIDE**

NO	ITEM	SIZE	QTY	CONSIDERATIONS /MATERIAL/PRINTING REQUIREMENTS
3.2.24	<b>DOORS TO THE GYM BOTH THE SAME SIZE</b>	58cm x 2.02m	2	<ul style="list-style-type: none"> <li>• Printing will be executed as full-colour vinyl/Contravision</li> <li>• Where existing artwork is found on the glass doors, service provider appointed will be expected to remove old artwork, clean surfaces and only then install new artwork.</li> <li>• Service provider to work out scope projection on both prospects as some doors may merit use of either</li> <li>• IMAGE NO: 2006</li> </ul>
3.2.25	<b>WALLS OPPOSITE THE GYM</b>	1.94m x 2.95m 8.50m x 2.95m	1 1	<ul style="list-style-type: none"> <li>• To brand this area with wall-paper</li> <li>• Artwork will be supplied by DSAC M&amp;C</li> <li>• Full-colour wall-paper material to be used for printing purposes</li> <li>• IMAGE NO - 2007</li> </ul>
3.2.26	<b>OFFICE 1 NEXT TO GYM GLASS PANELS</b>	1.70m x 2.17m	2	<ul style="list-style-type: none"> <li>• Printing will be executed as full-colour vinyl/Contravision</li> <li>• Where existing artwork is found on the glass doors, service provider appointed will be expected to remove old artwork, clean surfaces and only then install new artwork.</li> <li>• Service provider to work out scope projection on both prospects as some doors may merit use of either</li> <li>• IMAGE NO: 2008</li> </ul>
3.2.26	<b>OFFICE 1 NEXT TO THE GYM DOORS</b>	66cm x 2.08m	2	<ul style="list-style-type: none"> <li>• Printing will be executed as full-colour vinyl/Contravision</li> <li>• IMAGE NO: 2009</li> </ul>

3.2.27	<b>GLASS PANELS NEXT TO OFFICE 1</b>	1.32m x 2.17m	11	<ul style="list-style-type: none"> <li>Printing will be executed as full-colour vinyl/Contravision</li> <li>IMAGE NO: 2010</li> </ul>
3.2.28	<b>FIRST OFFICE DOORS ALONG 11 GLASS PANELS</b>	<b>RG</b> -76cm x 2.08m <b>GD</b> - 57cm x 2.03m	1 2	<ul style="list-style-type: none"> <li>Printing will be executed as full-colour vinyl/Contravision</li> <li>IMAGE NO: 2011</li> </ul>
3.2.29	<b>SECOND OFFICE DOORS ALONG 11 GLASS PANELS</b>	<b>RG</b> -53.5cm x 2.14m <b>GD</b> -58cm x 2.07m	1 2	<ul style="list-style-type: none"> <li>Printing will be executed as full-colour vinyl/Contravision</li> <li>IMAGE NO: 2012</li> </ul>
3.2.30	<b>THIRD OFFICE DOORS ALONG 11 GLASS PANELS</b>	<b>GD</b> -58cm x 2.06m	2	<ul style="list-style-type: none"> <li>Printing will be executed as full-colour vinyl/Contravision</li> <li>IMAGE NO: 2013</li> </ul>
3.2.31	<b>WALLS AT THE OTHERSIDE OF THE PASSAGE</b>	9.00m x 2.97m 9.00m x 2.97m 8.00m x 2.97m	1 1 1	<ul style="list-style-type: none"> <li>Printing will be executed as full-colour vinyl/Contravision</li> <li>IMAGE NO: 2014</li> </ul>

**END OF SECTION 3.2 OF SECHABA HOUSE - INSIDE BUILDING**

### **3.3 NATIONAL ARCHIVES AND RECORDS SERVICES OF SOUTH AFRICA**

The NATIONAL ARCHIVES AND RECORDS SERVICES OF SOUTH AFRICA BUILDING encompasses requirements detailed in 3.3.1 to 3.3.11

Bidders are asked to respond in a correspondence which unpacks their proposal for each of these items as listed in the table below:

<b><u>SECTION 3.3 : NATIONAL ARCHIVES AND RECORDS SERVICES OF SOUTH AFRICA</u></b>				
<b>NO</b>	<b>ITEM</b>	<b>SIZE</b>	<b>QTY</b>	<b>CONSIDERATIONS /MATERIAL/PRINTING REQUIREMENTS</b>
3.3.1	<b>GATE ENTRANCE WALL SIGNS - BOTH SIDES</b>	2,4m x 2,4m	2	<ul style="list-style-type: none"> <li>This signage will provide address details of building and placed on the wall.</li> <li>Frame of structure and material is chromadek with square tubing</li> <li>Printable reflective vinyl to be used</li> <li>Install floodlights in ground to illuminate at night based</li> </ul>
3.3.2	<b>SECURITY ENTRANCE SIGNAGE</b>	10 m x 1m	4	<ul style="list-style-type: none"> <li>Entrance and exit both sides with both signs - welcome on one side and exit on the other side</li> <li>Fabricated signage (3D letters) with internal lighting</li> </ul>

3.3.3	<b>OUTDOOR LED SCREEN - SIGNAGE AT SECURITY ENTRANCE</b>	4m x 8m	1	<ul style="list-style-type: none"> <li>This structure must be installed to cater as a billboard which enables digital advertising at entrance</li> <li>Service provider to supply technical support and IT system which will ensure that periodic updating of the content on this screen is actioned by the M&amp;C unit</li> </ul>
3.3.4	<b>RECEPTION AREA - GLASS DOORS</b>	L-71cm x 2.06m M-77cm x 47.5cm R- 1.80m x 47.5cm	1	<ul style="list-style-type: none"> <li>Printing will be executed as full-colour vinyl/Contravision</li> </ul>
3.3.5	<b>RECEPTION AREA - RECEPTION DESK</b>	2.71m x 1.16m	1	<ul style="list-style-type: none"> <li>Reception desk to be branded with the name of the building</li> <li>Installation of the artwork here must be done using frosted vinyl</li> <li>Material to be printed on aluminium plate</li> </ul>

**SECTION 3.3 : NATIONAL ARCHIVES AND RECORDS SERVICES OF SOUTH AFRICA**

<b>NO</b>	<b>ITEM</b>	<b>SIZE</b>	<b>QTY</b>	<b>CONSIDERATIONS /MATERIAL/PRINTING REQUIREMENTS</b>
3.3.6	<b>3 X SMALL CUSTOM PYLONS</b>	800x 1800mm	3	<ul style="list-style-type: none"> <li>To produce these and brand them as signage for visitors parking, staff parking, reception and deliveries.</li> <li>To include production of basic structure and installations into the ground.</li> <li>Print &amp; Cut material should be full-colour UV laminated, only application tape to be used to mount on surfaces.</li> </ul>

3.3.7	<b>WALL AT SECURITY ENTRANCE</b>	2.91m x 1.99m	1	<ul style="list-style-type: none"> <li>To brand this area with wall-paper</li> <li>Artwork will be supplied by DSAC M&amp;C</li> <li>Full-colour wall-paper material to be used for printing purposes</li> <li>IMAGE NO - 1017</li> </ul>
3.3.8	<b>WALL INFRONT OF RECEPTION DESK</b>	4.50m x 2.41m	1	<ul style="list-style-type: none"> <li>To brand this area with wall-paper</li> <li>Artwork will be supplied by DSAC M&amp;C</li> <li>Full-colour wall-paper material to be used for printing purposes</li> <li>IMAGE NO - 1018</li> </ul>
3.3.9	<b>BULK HEADS/ABOVE-HEADS ON MAIN FOYER</b>	2.74m x 485cm	2	<ul style="list-style-type: none"> <li>To brand this area with wall-paper</li> <li>Artwork will be supplied by DSAC M&amp;C</li> <li>Full-colour wall-paper material to be used for printing purposes</li> <li>IMAGE NO - 1019</li> </ul>
3.3.10	<b>WALL TOWARDS READING ROOM REWRAP</b>	8.00m x 2.47m	1	<ul style="list-style-type: none"> <li>To brand this area with wall-paper</li> <li>Artwork will be supplied by DSAC M&amp;C</li> <li>Full-colour wall-paper material to be used for printing purposes</li> <li>IMAGE NO - 1020</li> </ul>
3.3.11	<b>OUTSIDE DIRECTIONAL SIGNAGE PARKING</b>	85cm x 1.80m	1	<ul style="list-style-type: none"> <li>Vinyl printed material to be used on name with full colour printing of DSAC logo and related content on the signage</li> <li>IMAGE NO - 1021</li> </ul>

**END OF SECTION 3.3 NATIONAL ARCHIVES AND RECORDS SERVICES OF SOUTH AFRICA**

### **3.4 NATIONAL FILM, VIDEO AND SOUND ARCHIVES**

The NATIONAL FILM, VIDEO AND SOUND ARCHIVES BUILDING encompasses requirements detailed in 3.4.1 to 3.4.10.

Bidders are asked to respond in a correspondence which unpacks their proposal for each of these items as listed in the table below:

**SECTION 3.4 : NATIONAL FILM, VIDEOS AND SOUND ARCHIVES**

NO	ITEM	SIZE	QTY	CONSIDERATIONS /MATERIAL/PRINTING REQUIREMENTS
3.4.1	<b>ENTRANCE SIGNAGE</b>	2 400x 2 400mm	2	<ul style="list-style-type: none"> <li>This signage will provide address details of building and placed on the wall.</li> <li>Frame of structure and material is chromadek with square tubing</li> <li>Printable reflective vinyl to be used</li> <li>Install floodlights in ground to illuminate at night based</li> </ul>
3.4.2	<b>DOLLY RATHEBE SIGNAGE</b>	3mX1m	1	<ul style="list-style-type: none"> <li>Frame of structure must be made of aluminium</li> <li>The face of the structure must be made of perspex (plexiglass) material</li> </ul>
3.4.3	<b>KEN GAMBU BUILDING SIGNAGE</b>	2x 3mx3m	1	<ul style="list-style-type: none"> <li>Frame of structure must be made of aluminium</li> <li>The face of the structure must be made of perspex (plexiglass) material</li> </ul>
3.4.4	<b>KEN GAMBU BUILDING -DOUBLE GLASS DOORS</b>	1) 53cm x 1.94m 2) 1.42m x 62cm	1	<ul style="list-style-type: none"> <li>Printing will be executed as full-colour vinyl/Contravision</li> </ul>
3.4.5	<b>EMERGENCY ASSEMBLY POINT SIGNAGE</b>	21cm x 1.50m	1	<ul style="list-style-type: none"> <li>Frame of structure is pylon - made of aluminium</li> <li>The face of the structure must be vinyl</li> </ul>
3.4.6	<b>MAIN ENTRANCE ROOF: SUSPENDED DOUBLE-SIDED LIGHTBOX</b>	1.50m x 1.00m	2	<ul style="list-style-type: none"> <li>Frame of structure must be made of aluminium</li> <li>The face of the light box must be made of perspex (plexiglass) material</li> <li>Where Lightbox is suspended/double-sided then material must be perspex on both sides.</li> </ul>
3.4.7	<b>SECURITY GATE ENTRANCE SIGNAGE</b>	1m x 0,5m	1	<ul style="list-style-type: none"> <li>Frame of structure is chromadek</li> <li>Printed on vinyl material and mounted on the chromadek structure of material</li> </ul>
3.4.8	<b>SIGNAGE AT STANZA BOPAPE ENTRANCE - PYLON</b>	800mm x 1800mm	1	<ul style="list-style-type: none"> <li>To produce pylon structure for this area</li> <li>To include production of basic structure and installations into the ground.</li> </ul>
3.4.9	<b>3 X SMALL CUSTOM PYLONS</b>	800mm x 1800mm	3	<ul style="list-style-type: none"> <li>To produce these and brand them as signage for visitors parking, staff parking, reception and deliveries.</li> <li>To include production of basic structure and installations into the ground.</li> </ul>
3.4.10	<b>REPRINT THE ACT 53 OF 1985 WITH THE NEW DSAC NAME SIGNAGE</b>	3m x 1m	1	<ul style="list-style-type: none"> <li>Frame of structure is chromadek</li> <li>Printed on vinyl material and mounted on the chromadek structure of material</li> </ul>

**END OF SECTION 3.4 : NATIONAL FILM, VIDEOS AND SOUND ARCHIVES**

**3.5 OLD LIBRARY BUILDING**

The OLD LIBRARY BUILDING (OF DEPARTMENT OF SPORT, ARTS AND CULTURE) encompasses requirements detailed in 3.5.1 to 3.5.14

Bidders are asked to respond in a correspondence which unpacks their proposal for each of these items as listed in the table below:

<b>SECTION 3.5: OLD LIBRARY BUILDING</b>				
<b>NO</b>	<b>ITEM</b>	<b>SIZE</b>	<b>QTY</b>	<b>CONSIDERATIONS /MATERIAL/PRINTING REQUIREMENTS</b>
3.5.1	<b>3 X SMALL CUSTOM PYLONS</b>	800x 1800mm	3	<ul style="list-style-type: none"> <li>To produce these and brand them as signage for visitors parking, staff parking, reception and deliveries.</li> <li>To include production of basic structure and installations into the ground.</li> </ul>
3.5.2	<b>MAIN ENTRANCE MADIBA</b>	2 400x 2 400mm	2	Fabricated signage (3D letters) with illumination
3.5.3	<b>SIDE WALL SUSPENDED LIGHT BOX</b>	1.10m x 2.00m	1	<ul style="list-style-type: none"> <li>Frame of structure must be made of aluminium</li> <li>The face of the light box must be made of perspex (plexiglass) material</li> <li>Where Lightbox is suspended/double-sided then material must be perspex on both sides.</li> </ul>
3.5.4	<b>FRONT ENTRANCE RAMP PARAPLEGIC SIGNAGE</b>	60cm x 30cm	1	<ul style="list-style-type: none"> <li>To produce pylon structure for this area</li> <li>To include production of basic structure and installations into the ground.</li> <li>IMAGE NO - 1026</li> </ul>
3.5.5	<b>LIGHT BOX SIGNAGE TO IDENTIFY BUILDING</b>	1.10m x 2.00m	2	<ul style="list-style-type: none"> <li>Frame of structure must be made of aluminium</li> <li>The face of the light box must be made of perspex (plexiglass) material</li> <li>Where Lightbox is suspended/double-sided then material must be perspex on both sides.</li> <li>IMAGE NO - 1027</li> </ul>
3.5.6	<b>DBL DOOR ENTRANCE</b>	T-1.74m x 90cm TD-105.5cm x 66.5cm BD-66.5cm x 54.5cm	1	<ul style="list-style-type: none"> <li>Printing will be executed as full-colour vinyl/Contravision</li> <li>image No - 1028</li> </ul>
3.5.7	<b>GLASS ON THE LEFT OF THE SECURITY CHECK IN RECEPTION</b>	TL-73cm x 2.13m BL-73cm x 55cm TR-96cm x 90cm TD-71cm x 106.5cm BD-71cm x 55cm	1	<ul style="list-style-type: none"> <li>Printing will be executed as full-colour vinyl/Contravision</li> <li>image No - 1029</li> </ul>

**END OF SECTION 3.5: OLD LIBRARY BUILDING**

#### **4. BRIEFING REQUIREMENTS**

Service providers wishing to respond to the bid will be given the opportunity to attend a virtual bidding session to be held as follows:

Date:

Time:

Details

Contact Person:

The need to adhere to COVID19 regulations and mitigate any opportunities of exposure for all in attendance as well as for those working in these buildings underpins the route proposed for the virtual briefing session.

#### **5. SERVICE DELIVERY PRESCRIPTS BY APPOINTED SERVICE PROVIDER**

Appointed service provider will be expected to :

- Develop a project action plan outlining scope of work and timelines of milestones for delivery in response to all 4 buildings' items.
- Work with the marketing unit and meet regular on issues concerning artwork approval, product approval, size confirmations where further clarity is required as well as meeting deadlines and other pressures.
- Understand the agility and urgency of project's completion and working conditions befitting such agility and urgency in as far as meetings and delivery of scope is concerned.
- Turn-around efficiency and resources for delivery of services via social distance and COVID19 hygiene requirements adherence .

#### **6 FINANCIAL ARRANGEMENTS**

The following financial arrangements must be borne in mind by bidders wishing to submit proposals:

- The service provider must the maximum ceiling price to be charged for the full contract.
- The service provider demonstrate in a detailed budget hoe the total amount was reached.
- The service provider should include VAT in the quotation.
- The service provider should be aware that DSAC only pays after the service have been rendered.
- Payment will be through EFT.
- Payment will be made by the Department after the service provider has submitted an invoice.
- The service provider should be aware that after the appointment, DSAC official will liaise with the respective company regarding all matters concerning the project.

#### **7. SUPPORTING REFERENCES TO BE FURNISHED**

The following information should be included in the application:

- Proof of previous work in printing, production, flighting of building signage as well as wall-paper collateral included as 3 testimonial letters outlining scope of work (with pictures), contact persons and buildings where work was erected after delivery within the 3 prescripts - namely printing, production and flighting of large format signage as well as printing of wall-paper material.
- Proof of ownership of resources, that is vehicle registrations, serial numbers of machinery. Where vehicles and machinery are being outsourced proof of the above from a contracting party is mandatory. Outsourcing companies must demonstrate ability to control and influence production from contractor.
- A profile of the company including printing, production and rope access resources used to deliver services required
- A detailed proposal budget in response to the bid
- Proposal of electronically executed mock-ups of requirements placated against the identified areas of the buildings for illustrative purposes
- Outline company track record with rope access experience,
- Company must indicate an existing policy on third party insurance - This insurance is a requirement for the period of the contract against 3rd party claims should an accident occur resulting from installed signage.
- Proof of ownership / lease contract with Name and serial number of Carbon free printing facilities that will be used to produce Indoor signage as indicated on the terms of reference.

- This bid is labour intensive and has a risk potential, Letter of Good-standing on workman's compensation from Department of Labour may be an added advantage

## 8. EVALUATION STAGES

8.1 The bid evaluation process consists of several stages that are applicable as defined in the table below:

Stage	Description	Applicable for this bid
Stage 1	Initial screening process to check compliance with bid requirements.	Yes
Stage 2	Functionality requirement evaluation.	Yes
Stage 3	Price and BBBEE evaluation.	Yes

8.1.1 Stage 1:  
Verification of service provider (s) compliance with bid requirements and initial screening process.

8.1.2 Stage 2:  
The Technical proposal will be evaluated out of 100 points with a threshold of 70 points. Bidders that score less than minimum of 70 points will be disqualified. Bidders must score a minimum of 70 or more points to qualify for further evaluation on price and preference points.

8.1.3 Stage 3:  
Bids will then be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2017, which stipulate a 80/20 preference point system is applicable up to a rand value of R50 million (all applicable taxes included).

- The following criteria will be used in particular as the criteria for appointment, apart from those laid down in the Preferential Procurement Regulations, 2017, pertaining to the Preferential Procurement Policy Framework Act 5 of 2000.
- Where BBBEE points are claimed, a valid certified copy of BBBEE certificate or original must be attached. Only SANAS accredited certificates will be taken into consideration, sworn affidavits or BBBEE certificate issued by CIPC (EME or QSE) must be valid at the time of the closing of the tender.
- The points for this bid are allocated as follows:

No	Components	Points
1.	Price	80
2.	Preferential points: BBBEE	20
	<b>Total</b>	<b>100</b>

- For purposes of comparison and in order to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria mentioned above.

## 9. EVALUATION CRITERIA

The bidders will be evaluated based on the following criteria:

	CRITERIA	WEIGHT	VALUE RATING	TOTAL
9.1	Quality of Proposal			
	The bidder must demonstrate an understanding of the TOR focusing on the scope of work and expected outcomes and deliverables by submitting a detailed work plan / action plan for the branding project as well as respond to all the stipulated requirements furnished under section 7.	30	0-6 = Poor 6-12=below average 12-18= average 18-24= above average 24-30= good	
9.2	Experience of the bidders and capacity			
	<p>Bidder's experience in completing / delivering similar work successfully in the last 36 months as supported by submission of reference letters</p> <p>Submission thereof assessed as follows:</p> <p>1 letter of contract successfully delivered = Poor</p> <p>2-3 letters of contracts successfully delivered = Below average</p> <p>4-5 letters of contracts successfully delivered = Average</p> <p>5-7 letters contracts successfully delivered = Above average</p> <p>8 letters of contracts successfully delivered and above = Good</p>	30	0-6 = Poor 6-12=below average 12-18= average 18-24= above average 24-30= good	
9.3	Project Team			

	<p>The project leader and company are expected to have successfully managed a minimum of 1 similar work project in the last 36 months - as evidenced in the supply of pictures and write-up of work delivered i.e. evidence / reports of similar work completed recently /, explanation &amp; screen shots of the deliverables.</p> <p>0 Account managed and implemented = 0</p> <p>1-2 Accounts managed 5 and implemented =</p> <p>3-4 Accounts managed and implemented =10</p> <p>5-6 Accounts managed and implemented = 15</p> <p>7+ Accounts managed and implemented = 20</p>	20	<p>0-4 = Poor  5-8=below average  9-12=average  13-16= above average  16-20= good</p>	
9.4	Infrastructure			
	<p>The project leader must demonstrate access to infrastructure to be used in delivery of services (owned or outsourced-leased):</p> <p>Proof of ownership of resources, that is vehicle registrations, serial numbers of machinery.</p> <p>Where vehicles and machinery are being outsourced proof of the above from a contracting party is mandatory. Outsourcing companies must demonstrate ability to control and influence production from contractor.</p>	20	<p>0-4 = Poor  5-8=below average  9-12=average  13-16= above average  16-20= good</p>	

## 10. BID REQUIREMENTS

10.1 The following is required of bidders and should be submitted to the department as part of the bid submission:

10.1.1 Company profile.

10.1.2 All Bidders must be registered on the National Treasury central database (CSD) and attach a copy of the most recent report to the tender document.

10.1.3 The Original Valid Tax Clearance Certificate. In terms of the PPPFA and its Regulations, the Department is unable to award a contract to a company whose tax affairs are not in order as determined by SARS.

10.1.4 Where BBBEE points are claimed, valid original or certified copy of BBBEE certificate or must be submitted. Only SANAS accredited certificates will be taken into consideration, sworn affidavits or BBBEE certificate issued by CIPC (EME or QSE) must be valid at the time of the closing of the tender. Failure to submit a valid B-BBEE certificate will result in zero preference points being awarded for B-BBEE.

1.5 Company registration documents (Proof of ownership/ shareholding certificate) if applicable.

10.1.6 Original Certified Company Resolution or Letter of authority or Letter of appointment authorizing the signatory of the Entity to sign the contract with the Department

10.1.7 Certified ID copies of the project team and company shareholders.

- 10.1.8 Valid contact details including e-mail address.
- 10.1.9 CVs of all involved.
- 10.1.10 Reference should be provided, as well as an indication of experience with similar projects in line with section 7.
- 10.1.11 Bidders are requested to provide one original copy of the bid documents and 5 copies of all documents.
- 10.1.12 Companies, who registered for VAT, should include VAT on their costing.

## **11. CONTRACTUAL ARRANGEMENT**

The service provider is required to enter into a Service Level Agreement with the Department of Sport, Arts and Culture to perform all functions as set out in the project Specification or Terms of Reference and National Treasury General Conditions of Contract of 2010.

## **12. FINANCIAL IMPLICATIONS**

- Payments will be done as per the Service Level Agreement
- The service provider/s should provide a detailed cost breakdown of the work to be undertaken as outlined in paragraph 6.
- The service provider should provide rates should additional work be required.

## **13. TIME-FRAME**

6 Months

## **14. SUPPLIER DUE DILIGENCE**

The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. **Bidders must note that, the Department will conduct verification on the information submitted and any misrepresentation will result in an automatic disqualification.**

## **15. SUBMISSION OF BIDS DOCUMENTS**

15.1 Bidders should deposit their documents into the tender box available on ground floor reception by 26 November 2021 at the address below:  
Department of Sport, Arts and Culture  
202 Madiba Street  
Pretoria Central  
Pretoria

- 15.2 Please arrange the Standard Bidding Documents (SBDs) in your submission numerically and orderly.
- 15.3 All bidders are required to complete a bid register when submitting bid documents. Bid register is available at the above-mentioned address.
- 15.4 Bid documents received after the closing date and time will not be considered.
- 15.5 All correspondence to bidders will be communicated in writing.

## **16. ENQUIRIES**

Enquiries may be directed to the following persons:

<b>For Bid Enquiries:</b>
Mr Tuelo Thubisi
Tel: (012) 441 3504 / 072 604 7259
Email:Tuelot@dsac.gov.za
Deputy Director: Supply Chain Management
Ms R Zulu
Tel: (012) 441 3089 / 082 677 5300
Email: Refilwez@dsac.gov.za
Director: Supply Chain Management
<b>For Technical Enquiries:</b>
Ms Nnaniki Malesa
Tel: 071 350 9125
Email: Nnanikim@dsac.gov.za
Director: Head of Marketing
Ms Zimasa Velaphi
072 172 8925
Email: Zimasav@dsac.gov.za
Chief Director: Communications & Marketing

**Should the service provider have reason to believe that the Terms of reference are structured for a particular brand or service provider, they should raise the objection in writing with the Department within 10 days from the placement of the advert in the Tender Bulletin.**

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

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

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

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

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

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

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation 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.
- 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.