

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF EDUCATION

BID NUMBER: EDU/099/22/MP

APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS TO TRANSPORT EXAMINATION AND CURRICULUM RELATED MATERIAL FOR THE MPUMALANGA DEPARTMENT OF EDUCATION

ISSUED BY:

Department of Education
Private Bag X11341
Mbombela
1200

NAME OF BIDDER:

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

.....

PART A INVITATION TO BID

| | | | | | |
|--|---|--------------------------------|--|-------------------------------|---|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF EDUCATION | | | | | |
| BID NUMBER: | EDU/099/22/MP | CLOSING DATE: 11 NOVEMBER 2022 | CLOSING TIME: | 12H00 | |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS TO TRANSPORT EXAMINATION AND CURRICULUM RELATED MATERIAL FOR THE MPUMALANGA DEPARTMENT OF EDUCATION | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| MBOMBELA, Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF, No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA, KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER, 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE, Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG, Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE, 24 Air Street, Malelane, ELUKWATINI, Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini. | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Ms. Moira Oliver | | CONTACT PERSON | Mr. M Chinyangna | |
| TELEPHONE NUMBER | 013 766 5278 | | TELEPHONE NUMBER | 013 766 0007 | |
| CELL. NUMBER | | | CELL. NUMBER | | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | | | E-MAIL ADDRESS | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



education

MPUMALANGA PROVINCE
REPUBLIC OF SOUTH AFRICA

**APPOINTMENT OF A SERVICE PROVIDER FOR A
PERIOD OF THREE (3) YEARS TO TRANSPORT
EXAMINATION AND CURRICULUM RELATED MATERIAL
FOR THE MPUMALANGA DEPARTMENT OF EDUCATION**

SECTION A: GENERAL INFORMATION

1. PURPOSE

The Mpumalanga Department of Education (MDE) appoints a service provider for the transportation of bulk confidential examination and curriculum related material safely and reliably for a period of three years.

2. BACKGROUND

The Mpumalanga Department of Education (MDE) periodically administers examinations and assessments per year and also supplies curriculum related material (intervention, assessment and support material) to schools as follows:

- 2.1. Grade 12 June external examinations;
- 2.2. National and Provincial Assessments from grades 01 - 12;
- 2.3. Grade 12 National Senior Certificate (NSC) November examinations; and
- 2.4. Delivery of any other related Examination/Assessment/Curriculum material.

3. SCOPE OF WORK

Service provider is expected to transport confidential examination and curriculum material that are packaged at the Valencia Examinations Directorate Offices in (Mbombela) to the four District Examination storages (Bohlabela, Ehlanzeni, Gert Sibande and Nkangala).

3.1 The four district storages where consignments are centrally received, stored and dispatched are indicated below but the department will notify the service provider in case there are changes:

- 3.1.1. Bohlabela District Office (Hoxane)
- 3.1.2. Ehlanzeni District Office (Kanyamazane)
- 3.1.3. Gert Sibande District Office (Ermelo)
- 3.1.4. Nkangala District Office (KwaMhlanga)

- 3.2 A Management plan will be issued to the service provider as and when the service is required but sufficient time will be considered to ensure proper planning and implementation. Weekly consignment deliveries are made a week prior to the conduct of each examination.
- 3.3 The service provider will be given a delivery schedule, three weeks in advance for effective management of the project
- 3.4 It is imperative for the service provider to have sufficient personnel capacity for loading and off-loading the material.

3.5 A list of all personnel for loading and off-loading the consignments will have to be submitted to the Department two days prior to loading and all those involved are also expected to sign the **confidentiality forms**.

3.6 Management and delivery of scripts from districts to Mbombela and from the central storage to marking centres.

3.6.1 The service provider will collect scripts from districts to central storage in Mbombela and from central storage to marking centres. The department however reserves the right to utilise service as and when it is required.

3.6.2 Security precautions need to be taken into cognisance to avoid breach of security whilst the consignment is in transit.

3.6.3 The service provider will deliver the scripts to a central point to be controlled and filed at frequencies agreed between the client (i.e. MDE) and the service provider.

3.6.4 Scripts delivery dates will be explicitly outlined on the schedule that indicates loading and delivery dates, a day prior to departure. The trucks will leave at the times agreed with the service provider to the identified storages.

3.6.5 Trucks will deliver scripts to marking centres identified by MDE. Each truck will load a minimum of 130 durable bins. The description of the containers is indicated hereunder:

| Bin capacities | Size |
|----------------|-------------------|
| Bin size: Top | 538 x 396 x 315mm |
| Base | 510 x 338 x 280mm |
| Load | 60 kg |
| Stack | 295mm |
| Nest | 117 |

3.6.6 The Marking Centres are currently located in the following towns and the Department reserves the right to add other places that are not listed.

| | |
|-----------------------|---------------------|
| 3.6.6.1 Mkhondo | 3.6.6.2 Mashishing |
| 3.6.6.3 Steve Tshwete | 3.6.6.4 Sabie |
| 3.6.6.5 Bethal | 3.6.6.6 White River |
| 3.6.6.7 Ermelo | 3.6.6.8 Amsterdam |
| 3.6.6.9 Volksrust | 3.6.6.10 Delmas |
| 3.6.6.11 Morgenzon | 3.6.6.12 Standerton |
| 3.6.6.13 Mbombela | 3.6.6.14 Barberton |
| 3.6.6.15 Emakhazeni | 3.6.6.16 Emalahleni |

3 MINIMUM REQUIREMENTS OF TRUCKS (SPECIFICATION OF THE TRUCKS)

| Specification for the trucks | |
|-----------------------------------|--|
| Loading capacity | 8 ton |
| Minimum number of trucks required | 12 trucks for scripts and 4 trucks for question papers |
| Accessories | Chromo deck Van body and 2 rear doors |
| Accessories | Trucks shall not be older than 10 years |
| Security | <p>Bold security seals serially numbered per truck.</p> <p>Features: High security bolt seal consisting of a cold forged steel & galvanised pin, with stainless steel locking ring. Bolt body made of ABS plastic with ridges in material.</p> <p>Dimensions: Standard bolt thickness: 7mm, standard bolt length: 57mm, length of pin when sealed: 39mm.</p> |
| Security | Door must be locked with bold heavy duty security seals |
| Security | The canopy must be water proof. |
| Security | 1 x Bold cutters for cutting security seals per truck . |
| Security | Surveillance Tracker system. |

NB: The bidder should ensure that each truck is provided with Bold Cutters for cutting security seals during deliveries.

The tracking mechanism must also be accessible by the Security Manager.

4 Examination /Curriculum material

| Examination / Curriculum material |
|---|
| <p>4.1. June external examinations</p> <p>Delivery of weekly question paper consignments to districts. Dates will be explicitly stated on the schedule.</p> <p>Question papers must be loaded a day prior to departure.</p> <p>Keys of the vehicles will be surrendered to a designated examination manager immediately after loading.</p> <p>The service provider must provide personnel with the capacity to load and off-load the consignments.</p> <p>All those involved must sign the confidentiality forms.</p> |

| Examination / Curriculum material |
|---|
| <p>The service provider will centrally deliver the scripts to be controlled and filed in preparation for delivery to marking centres.</p> <p>A delivery schedule will be issued to the service provider explicitly stating delivery times and dates.</p> <p>The service provider must provide personnel with the capacity to load and off-load the consignments.</p> <p>Signed declaration of confidentiality forms will be valid for the duration of the examination cycle.</p> |
| <p>4.2. Assessment material</p> <p>Assessment material consignments will be delivered on a weekly basis to districts or as and when required.</p> <p>Date will be explicitly stated on the schedule.</p> <p>The service provider must provide personnel with the capacity for loading and off-loading of materials.</p> <p>All members must sign the confidentiality forms.</p> |
| <p>4.3. Provincial centralised marking</p> <p>The service provider will centrally deliver the scripts to Mbombela or any other place identified by the department.</p> <p>The time and dates will be explicitly stated on the schedule.</p> <p>Scripts will be loaded a day prior to departure and trucks will leave at a time agreed between the service provider and the department to determined centres.</p> <p>The service provider must provide personnel with the capacity to load and off-load.</p> <p>All members must sign the confidentiality forms.</p> |
| <p>4.4. Oct / Nov Examination (Delivery of Question Papers)</p> <p>Delivery of question paper consignments weekly to districts.</p> <p>The time and dates will be explicitly stated on the schedule.</p> <p>Question papers must be loaded a day prior to the departure (between October and November annually).</p> <p>Delivery for question papers will be communicated to the service provider as and when required.</p> <p>The service provider must provide personnel with the capacity to load and off-load.</p> <p>All members must sign the confidentiality forms.</p> |

Examination / Curriculum material

4.5. Oct / Nov Examination (Delivery of Scripts to the marking centres)

The service provider will centrally deliver the scripts from the central Script Library to the determined marking centres.

The time and dates will be explicitly stated on the schedule.

Scripts will be loaded a day prior to the departure to the identified centres.

The service provider must provide personnel with the capacity to load and off-load.

Trucks will deliver scripts to the marking centres identified by the MDE.

All members must sign the confidentiality forms.

NB: Trucks will be escorted by security agents contracted by the MDE.

5 TERM/DURATION OF CONTRACT

The duration of the bid is three (3) years.

SECTION B: BIDDING PROCESS IN TERMS OF PPPFA

Bid Evaluation Methods

5.1 Evaluation in terms of compulsory returnable documents

5.2 Evaluation in terms of functionality criteria and in terms of the preference point system.

6 Stage 1: Returnable Documents

6.1 Compulsory returnable documents

Each bid shall comprise of a clearly indexed proposal with the tender documents as follows:

| Section | Compulsory Returnable Documents | Attached Yes/No |
|----------------|--|------------------------|
| 1. | Bid document must be securely bound. | |
| 2. | Invitation to Bid (SBD 1) must be fully completed. | |
| 3. | Fully completed Pricing Schedule. | |
| 4. | Fully completed SBD4 (Declaration of Interest). | |
| 5. | Fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the original or certified B-BBEE Status Level Verification Certificate as issued by South African National Accreditation System (SANAS) accredited service or sworn affidavit (if EME or QSE) indicating the level of preferential points to be claimed as contemplated in the amended Code of Good Practice of the B-BBEE Act. Any copies submitted in this case should be certified or stamped by a Commissioner of Oath. | |
| 6. | Fully completed SBD8 (Declaration of Bidders Past SCM Practice). | |
| 7. | Fully completed SBD 9 (Certificate of Independent Bid Determination). | |

SPECIFICATION OF THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS TO TRANSPORT EXAMINATION AND CURRICULUM RELATED MATERIAL FOR THE MPUMALANGA DEPARTMENT OF EDUCATION

| Section | Compulsory Returnable Documents | Attached Yes/No |
|---------|--|-----------------|
| 8. | A Valid Pin Letter from SARS. Failure to submit a Valid Pin Letter, your submitted bid proposal will be considered non-responsive and shall be invalidated or disqualified and not considered further for evaluation. Tax status must remain compliant for the duration of the bid validity period. | |
| 9. | Originally certified copies of CIPRO/ CICPC Company registration documents, share certificates indicating each director's percentage shareholding. The date on the letter must not be older than one (1) month as at the closing date of the bid. | |
| 10. | If the bidder is in a joint venture/consortium/partnership, an originally certified copy of such an agreement and a resolution by each party to such venture/consortium/partnership authorizing its participation in the bid should be attached. If the bidder is not a joint venture/consortium/partnership this section is not compulsory. | |
| 11. | Originally certified copies of the identity documents/valid passports of all the directors of the entity. The date on the certified copies must not be older than one (1) month as at the closing date of the bid. | |
| 12. | Certificate of approval from the Executing Authority to do business if the entity has member/members who is/are a Government Employee/s should be attached. | |
| 13. | Attach a detailed Central Supplier Database (CSD) report (print-out). | |
| 14. | Valid certified original copies of Insurance and Liabilities Certificate of the required vehicles issued by a Registered Insurance Service Provider. The date on the certified copies must not be older than one (1) month on the closure of the bid. | |
| 15. | Letter of good standing, issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Disease Act, 1993. The certificate must be valid as at the closing date of the bid. A letter of intent will not be accepted. | |

NB: BIDDERS WHO FAIL TO ATTACH ANY OF THE COMPULSORY REQUIREMENTS AS LISTED ABOVE WILL BE DISQUALIFIED. ALL SUBMITTED DOCUMENTS MUST BE INITIALED ON EACH PAGE AND FAILURE TO DO SO WILL LEAD TO DISQUALIFICATION.

Supporting documents

| Section | Supporting Documents | Attached Yes/ No |
|---------|---|------------------|
| 1. | Sworn affidavit reflecting the annual turnover of the bidder in order to determine whether the bidder is an EME, QSE or GNE. | |
| 2. | Original or originally certified copy of B-BBEE verification certificate from a verification agency accredited by the South African National Accreditation System (SANAS) or sworn affidavit (if EME, QSE or GNE) indicating the level of preferential points to be claimed as contemplated on the amended Code of Good Practice of the B-BBEE Act. Bidders in a joint venture/ partnership/ consortium must attach a consolidated original or originally certified copy of the B-BBEE certificate indicating the level of preferential points to be claimed as contemplated on the amended Code of Good Practice of the B-BBEE Act. The B-BBEE certification sworn affidavit only applies to Exempted Micro Enterprises (EME) with an annual turnover of R10 million or less and Qualifying Small Enterprises (QSE) certification sworn affidavit only applies to Qualifying Small Enterprises (QSE) with an annual turnover between R10 million and R50 million. Large business must submit B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS). The sworn affidavit must be signed by a Commissioner of Oaths as per the requirements in the Justices of Peace and Commissioners of Oaths Act, 1963 (Act No. 61 of 1963). The date on the certified copies must not be older than one (1) month as at the closing date of the bid. | |
| 3. | Valid certified copies of registration or roadworthy certificate of the required vehicles. The date on the certified copies must not be older than one (1) month on the closure of the bid. An intent lease agreement if the trucks are not in the name of the service provider. | |
| 4. | Evidence of experience in transportation of cargo or related services in the form of an appointment letter or a purchase order together with a confirmation letter from the relevant institution signed by the Accounting Officer/Accounting Authority. | |
| 5. | The bidder should provide a clear implementation plan of the project which includes efficient management, target dates, understanding the terms of the bid and conceptualizing the task. | |

NB: BIDDERS WHO FAIL TO ATTACH ANY OF THE ABOVE LISTED DOCUMENTS WILL OBTAIN A SCORE OF ZERO (0) FOR THE ITEM.

ALL SUBMITTED DOCUMENTS MUST BE INITIALED ON EACH PAGE AND FAILURE TO DO SO WILL LEAD TO DISQUALIFICATION.

6.2 BRIEFING SESSION

There will be **no briefing session** and all prospective bidders will have to acquaint themselves with the specifications of this bid. The functionality requirements explicitly provide an indication of the scope of the bid.

7. Stage 2: Evaluation on functionality and preferential point system

The evaluation shall be conducted by the Department on the basis of functionality (100), price (80) and equity ownership (20).

7.1 Phase I - Functionality

The BEC members shall individually evaluate the received responses and/or presentations against the below listed criteria:

The points to be allocated for functionality are as follows:

| Functionality Assessment Area | Sub total | Total Points |
|--|------------------|---------------------|
| Appropriateness of Implementation Plan <ul style="list-style-type: none">• A thorough understanding of the objectives and deliverables of this project• Provide a detailed proposal/methodology clearly stating how the bidder plans to coordinate the project.• Provide an indicative work/project plan with clear deliverables and timeframes | 40 | 40 |

| Functionality Assessment Area | Sub total | Total Points |
|---|-----------|--------------|
| <p>Capacity to transport as determined through appropriate vehicles</p> <p>Proof of availability of appropriate transport to enable transportation of exam related materials. Certified copies of vehicle roadworthy certificates should be attached.</p> <p>In the absence of the bidder's own means of transportation, the bidder must have an original letter of intent from the owner showing availability of vehicles in an event that he/she is awarded the bid. Certified copies of vehicle roadworthy certificates of the vehicles to be leased must be attached.</p> <p>Points will be allocated as follows:</p> <p>Ownership of vehicles Registration document of vehicles</p> <ul style="list-style-type: none"> • Own vehicles = 10 • Leased vehicles = 5 • No attached proof of ownership = 0 | 10 | 40 |
| <p>Number of <u>8-ton trucks</u> in your capacity</p> <ul style="list-style-type: none"> • From 1 - 3 trucks = 10 • From 5 - 8 trucks = 20 • Above 8 trucks = 30 | 30 | |
| <p>Competence and expertise of the company in similar projects Evidence of experience in providing transportation of cargo or related services in the form of an appointment letter, contract or a purchase order. These document(s) should be accompanied by a confirmation letter from a relevant institution signed by the Accounting Officer/Accounting Authority or delegated official thereof.</p> <ul style="list-style-type: none"> • Evidence not attached = 0 • 1 year - 3 years = 5 • 4 years - 6 years = 15 • 7 years and above = 20 | 20 | 20 |
| TOTAL | 100 | |

The points scored for functionality shall be calculated as follows:

- Each BEC member shall award points for each individual criteria on the score sheet.
- The assessment of functionality shall be done in terms of the above mentioned evaluation criteria and minimum threshold of 70 points.
- All bidders who scored the minimum threshold of 70 points or above shall proceed to the next evaluation phase of the bidding process.
- Bids/proposals that do not score specified minimum points for functionality shall be disqualified.

7.2 Phase II: Preference Points in terms of PPPFA

Evaluation in terms of the 80/20 preference point system

Only the qualifying bids shall be evaluated further in terms of the 80/20 preference points system where 80 points will be used only for price and 20 points for the BBEE level of contributor.

Points allocation in terms of the preference points system

The contract shall be awarded in terms of the Preferential Procurement Policy Framework Act 2000 (Act No. 5 of 2000). Responsive bids shall be adjudicated by the MDE on the 80/20 preference points system in terms of which points are awarded to bidders(s) as follows:

Functionality:

| | |
|---------------|-----|
| Functionality | 100 |
|---------------|-----|

Points for price and B-BBEE Status level of contributor:

| | |
|------------------------------------|----|
| Price | 80 |
| B-BBEE Status level of contributor | 20 |

The lowest acceptable bid shall obtain the maximum percentage allocated for price. The other bids with higher prices shall proportionately obtain lower percentages. The final points for the selection of a preferred bidder shall be calculated as follows:

$$P_s = 80 \left[\frac{1 - P_t - P_{min}}{P_{min}} \right]$$

Where:

P_s = Points scored for comparative price of tender or offer under consideration

P_t = Comparative price of tender or offer under consideration and

P_{min} = Comparative price of lowest acceptable tender or offer

Note: The preferential claim forms are included in this standard bid document.

A maximum of 20 points shall be awarded to a bidder(s) in respect of B-BBEE contribution as contemplated in sub-regulation (2) of the PPPFA (Act 5 of 2000) and will be added to the points scored for price as calculated in accordance with sub-regulation (1) of the PPPFA (Act 5 of 2000).

Points will be awarded to the bidder(s) who attains the B-BBEE status level of contributor in accordance with the table below:

| B-BBEE Status level of Contributor | Number of points |
|------------------------------------|------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

The Department may award the bid to a bidder who did not score the highest total number of points in accordance with section 2(1) (f) of the PPPFA.

7.3 Phase III: Recommendations

The bidder(s) with the highest points shall then be recommended for appointment subject to section 2(1) (f) of the PPPFA.

SECTION C: SPECIAL CONDITIONS

- 1. Compliance with compulsory guidelines (Act, Rules and Regulations)**
 - 1.1 Delivery of Examinations & Assessments and/or Curriculum related material pick-up points, dates and destinations will be provided by the Department.
 - 1.2 All trucks in the fleet to be used for the delivery of Examinations & Assessments and/or Curriculum related material may not be older than 10 years.
 - 1.3 The performance of the service provider(s) will be evaluated throughout the year. If progress is not satisfactory, and the service provider is unable to remedy any of the breaches within the stipulated period, the contract will be terminated.
 - 1.4 The bidder must attach the original valid Tax Clearance Certificate. Failure to submit this certificate will invalidate the application.
 - 1.5 If it is shown that errors or shortcomings exist within the service provided; the service provider shall be notified and shall be required to perform corrective services to remedy such errors at no cost to the Mpumalanga Department of Education. Such errors or shortcomings shall be remedied within twelve (12) hours.
 - 1.6 The Mpumalanga Department of Education reserves the right to reject services/ work that does not meet the required standard and to engage a different service provider to complete the work. The service provider will be served with a suspension letter within 24 hours of poor service conducted and replaced with a temporary service provider. The service provider shall be served with a (30) thirty days' written notice for termination of contract in case of unsatisfactory performance.
 - 1.7 Bidders committing similar errors for three (3) times within the financial year, shall have their contracts terminated.
 - 1.8 The Mpumalanga Department of Education reserves the right to appoint one or more service provider/s.
 - 1.9 All directors of companies will be subjected to verification if they are Government employees.
 - 1.10 All vehicles may be subjected to verification on ENaTis.
 - 1.11 If delivery is on the first working day after a weekend or public holiday, all trucks must be loaded on the last working day prior to the delivery day and the vehicle keys must be surrendered to the responsible Examination Manager. The Department will provide 24 hours' security surveillance to all trucks that are parked overnight.
 - 1.12 The Mpumalanga Department of Education will be responsible for the pre-packaging of all examination related material.
 - 1.13 The service provider shall be responsible for loading and off-loading of the consignments.
 - 1.14 The Mpumalanga Department of Education must be granted access to surveillance tracking systems installed in trucks for monitoring the truck delivery in transit.
 - 1.15 The tracking system shall also provide the Mpumalanga Department of Education with print-out reports.

- 1.16 The delivery trucks will have to be inspected for water leakages before being loaded.
- 1.17 The service provider must provide proof that the trucks have up-to-date maintenance or service records to avoid unnecessary breakdowns due to lack of mechanical maintenance.
- 1.18 The service provider must have contingency plans in case of emergencies to replace or repair the defective vehicle within four (4) hours.

2. Termination and/or Withdrawal

Failure to comply with any of the conditions of the bid or being unsatisfactory in rendering the service, the stipulations of the general conditions of contract and procedures would be applicable.

3. Breach of Contract

- 3.1. If the service is interrupted or temporary delayed as a result of labour disputes, civil revolt, a local or national disaster, or any other cause above the control of the bidder, the parties must mutually agree on methods to continue with essential services, subject to other stipulations of this bid, to render the service. If the service is not rendered in that specific area at a given time, contingency measures must be initiated.
- 3.2. In the above mentioned unforeseen cases the contract would immediately comply with the request and the bidder would not (as a result of such a request) be entitled to bring a claim for loss or damage against the Mpumalanga Department of Education and the bidder indemnifies the Mpumalanga Department of Education against any claim from the employees concerned.
- 3.3. It must be noted that the administration of national examinations will not be postponed due to challenges that are experienced in one province, therefore the service provider is required to submit a risk management plan for continuity of service in case of challenges or potential risks.

4. Bid Pricing Structure

- 4.1. All prices quoted should be **VAT** inclusive.
- 4.2. Bidders are allowed to bid for the service specified under the scope of work.
- 4.3. Prices must be fixed for each year as indicated in the pricing schedule. No price adjustment will be considered during the duration of the contract.

5. Payments

- 5.1 Payment should be made after the completion of the service on submission of an invoice for services rendered. The invoice must indicate for which month's services payment is claimed and must reflect the order number.
- 5.2 Invoices cannot be certified as correct before the work has been properly performed. This certification can only take place after the last day of the rendered service.

6. Billing

An original invoice with an invoice number, signed by the service provider, with the correct amount, on a proper letterhead and period of payment should be generated at the end of the month after the service has been rendered.

7. Liability

The service provider shall indemnify the Department herewith from any claim from a third party and all costs or legal expenses in regard to such a claim for loss or damage resulting from death, injuries or ailment of any person, or the damage of property of the service provider or any other person, that may result from or be related to the execution of this contract.

8. Damage Compensation

The service provider shall be held responsible for any damage or defects of the truck container/carrier or thefts that may be caused to the premises or content by him or his employees or due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the Department against the service provider. Contents must be free of water damage or any other results due to weather conditions.

9. Rectification of Damages

In the case of damages to equipment, etc. resulting from the rendering of the service, the bidder undertakes to rectify the damage immediately to the satisfaction of the MDE. If the bidder fails to act immediately after notification, the Department will rectify the damages and any cost incurred will be recovered from any outstanding monies.

10. Declaration of interest

10.1 Bidders are required to declare interest (in the SBD4 form) if they, or a person connected with the bidder (relatives/spouse/business/partners/shareholders) are presently employed by the state.

10.2 Failure to declare as per 10.1 above may result in the transgressing company being restricted for a 10-year period from doing business with State Institutions and disqualified from bidding.

11. Performance management

Supplier Performance Management is viewed by the MDE as a critical component in ensuring value for money in acquisition, and in maintaining good relations between the MDE and all its suppliers.

The successful bidder shall, upon receipt of written notification of an award, conclude a Service Level Agreement (SLA) with the MDE which will form part of performance management. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery, quality and value of the service to the Department.

12. Central Supplier Database

All bidders will be verified for tax compliance status on the Central Supplier Database (CSD). Failure to validate the tax status in CSD may invalidate the bid. This bid shall not be awarded to a supplier who is not registered as a prospective supplier on the CSD.

**SIGNATURE OF BIDDER
OR AUTHORIZED PERSON**

DATE

SECTION D : PRICING SCHEDULE:

Bidder's (Company) Name: _____

| No. | ITEMS | YEAR 1 RATE | YEAR 2 RATE | YEAR 3 RATE | TOTAL |
|-----|---|----------------|----------------|----------------|-------|
| 1. | Cost per kilometre to transport (inclusive of VAT) | | | | |

PS: ALL PRICES ON THE PRICING SCHEDULE SHOULD BE INCLUSIVE OF VAT, INSURANCE, HUMAN RESOURCES, OVERTIME, MAINTENANCE, OTHER INCIDENTAL COSTS.

BIDDERS ARE OBLIDGED TO GIVE CORRECT PRICES.

**SIGNATURE OF BIDDER
OR AUTHORIZED PERSON**

DATE

**Application for a Tax Clearance Certificate****Purpose**

Select the applicable option Tenders Good standing

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

Particulars of applicantName/Legal name
(Initials & Surname
or registered name)Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender
amount

R

Expected duration
of the tender

year(s)

Particulars of the 3 largest contracts previously awarded

Date started

Date finalised

Principal

Contact person

Telephone number

Amount

Audit

Are you currently aware of any Audit investigation against you/the company?

YES

NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of ☐ Tenders or ☐ Goodstanding.

I hereby authorise and instruct

SARS the applicable Tax Clearance Certificate on my/our behalf.

to apply to and receive from

Signature of representative/agent

Date

Name of
representative/
agent**Declaration**

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

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer**Notes:**

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

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

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

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

2.2.1 If so, furnish particulars:

.....
 ...

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No-89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

 Signature

Date

.....

 Position

.....
 Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 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
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(**Tick applicable box**)

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

- 7.1.1 If yes, indicate:

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

(**Tick applicable box**)

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

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

| Designated Group: An EME or QSE which is at least 51% owned by: | EME √ | QSE √ |
|---|----------|----------|
| 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 | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

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

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

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

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

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

(Tick applicable box)

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

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

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

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

| Currency | Rates of exchange |
|-----------------|--------------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

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

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

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

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

IN RESPECT OF BID NO.

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

.....

NB

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

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

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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| | | (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.