

# ROBBEN ISLAND MUSEUM

## SUPPLY CHAIN MANAGEMENT: REQUEST FOR QUOTATION (RFQ) FORM



SUPPLY CHAIN MANAGEMENT DEPARTMENT			
RIM OFFICIAL:	Yandisa Totose	DEPARTMENT:	Finance - SCM
CONTACT DETAILS			
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SPECIFICATION DETAILS	
Required	<b>RFQ324 Service Provider to develop an Integrated Waste Management Strategy.</b>
Specification	<p>See attached specification</p> <p><b><u>Site briefing Compulsory</u></b> Venue – Robben Island Date - 14 October 2025 Time – 09:00 to 12:00</p> <p>Time – 09:00 (the ferry departure at 09:00 and come back at 12:00) You need to be at Nelson Mandela Gateway 30 minutes before the boarding time. Kindly confirm your attendance with name, surname and ID not later than 09 October 2025 at 15:00 to book tickets. Please bring your IDs for verification of tickets. Due to limited space on our ferry, we will accept only one representative per company.</p> <p><b>Mandatory Administrative returnable documents</b></p> <ul style="list-style-type: none"><li>• Tax Clearance/ Status Pin</li><li>• National Treasury CSD Registered</li><li>• CIPC/ COR Certificate</li></ul>

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- SBD 4 – Declaration of Interest
- SBD 6.1 Preference points (to be supported by a BEE Certificate or Affidavit)
- General Condition of contract (All pages to be initialized and the last page should be signed)

### NOTE:

- **ALL QUOTATIONS TO BE SENT DIRECT TO [QUOTATIONS@ROBBEN-ISLAND.ORG.ZA](mailto:QUOTATIONS@ROBBEN-ISLAND.ORG.ZA) AND COPY [YANDSAT@ROBBEN-ISLAND.ORG.ZA](mailto:YANDSAT@ROBBEN-ISLAND.ORG.ZA) FAILURE TO DO SO MAY RESULT IN YOUR QUOTATION BEING DISQUALIFIED**
- *It is the service provider's responsibility to ensure that the quote is submitted with all the relevant SBD forms and as well as the supporting documents, failure to do so may lead to your quotation being disqualified.*
- *All suppliers must be registered on the Central Supplier Database in order to do business with the state.*
- *In order to get registered on the CSD kindly click on the link <https://secure.csd.gov.za/Account/Register> or alternately visit the Golden Acre, 12th Floor for assistance to be registered on the CSD.*
- NB: Procurement above R2000, preference points system of 80/20 will be applied. For companies to claim these points, proof of claim for points to be allocated must be submitted. Proof namely, Companies and Intellectual Property Commission (CIPC) certificate (where applicable), CSD Certificate, and B-BBEE certificate/ Sworn Affidavit

For this procurement, the specific goal for which points will be allocated is specified hereunder:

- 10 points for Black Owned enterprise (refers to Africans, Coloureds and Indians:
  - a) Who are citizens of the republic of South Africa by birth or descent or
  - b) Who became citizens of the Republic of South Africa by naturalization.
    - I. Before 27 April 1994; or
    - II. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date
- 3 points for a minimum of 51% black women's equity
- 2 Points for people with disabilities
- 2 points for a minimum of 51% owned youth equity (Persons between the age of 14 and 35 years)

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	<ul style="list-style-type: none"> <li>3 points for local economy empowerment (Bidders domiciled in the western cape) – Only valid proof of address will be accepted.</li> </ul> <p>may be in the form of, but not limited to:</p> <p>Municipal Account/Statement, not older than 3 months  A valid lease agreement (signed by both parties, and in force)  Homeowner's Insurance Policy or Statement, not older 12 months.  Municipal Letter or Confirmation of Address (A letter from a municipal office confirming a person's residence).  Bank Statements (A statement from a registered South African bank showing the individual's residential address, not older 3 months).</p>
Closing Date	<b>20 October 2025 at 16:00</b>
<b>ROBBEN ISLAND MUSEUM "RIM" TERMS AND CONDITIONS</b>	
<b>RIM reserves the right to</b>	the right to accept the whole bid/proposal or of your submitted bid/proposal or any item or part of any item or accept more than one bid/proposal (in the event of a number of items being offered)
	the right not to accept the lowest or any bid/proposal
	the right to accept a tender which is not substantially or materially different from bid specifications
<b>Submission of Proposals</b>	RIM shall not consider bids/proposals, which are received after the closing date and time for such a bid/proposal.
	RIM will not be held responsible for any expenses incurred by tenderers/bidders in preparing and submitting bids/proposals.
<b>Payment process</b>	RIM shall process all payment requests within 30 days from the date which the invoice was received at the Accounts Department (not invoice date).
	All invoices and payment related query must be directed to <a href="mailto:invoices@robben-island.org.za">invoices@robben-island.org.za</a>
<b>Value Added Tax VAT</b>	all quotations or bids/proposals submitted must be inclusive of Value added Tax
<b>IMPORTANT NOTICE</b>	<p>Companies to note that delivering of invoices to the official or email address other than the one specified above and indicated herewith <a href="mailto:invoices@robben-island.org.za">invoices@robben-island.org.za</a> may result in delays in processing the payment. Therefore, in order to enable RIM to process your payment timeously, you are hereby requested to send/deliver your invoice to the correct email address.</p> <p>Prospective companies, by responding to RIM's RFQ they take note and confirm the following:</p>

**ROBBEN ISLAND MUSEUM**

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	<ul style="list-style-type: none"><li>• They offer their quotation for rendering of the service/supply of the goods to RIM for consideration.</li><li>• Their Quotations will stay valid for the period stipulated, where applicable.</li><li>• To abide by RIM’s terms and conditions, including General conditions of contracts attached hereto.</li><li>• Invoices will be sent to <a href="mailto:invoices@robben-island.org.za">invoices@robben-island.org.za</a> once the service has been rendered or supplies delivered.</li><li>• 30 days will be from the time that the correct invoice is sent/forwarded to the correct recipient.</li><li>• The service provider/supplier must indicate options such as overtime rate on their quotations if work is/can be carried out outside of normal working hours, in their quotations.</li><li>• No emerging/additional work must be carried out without the approval of RIM. Any additional work carried out without approval; RIM will not be responsible for.</li></ul> <table border="1"><tr><td><b>The Bidder accepts the above terms and conditions, and the General Conditions of Contract attached</b></td><td><b>Accept</b></td><td><b>Do not Accept</b></td></tr><tr><td></td><td></td><td></td></tr></table>	<b>The Bidder accepts the above terms and conditions, and the General Conditions of Contract attached</b>	<b>Accept</b>	<b>Do not Accept</b>			
<b>The Bidder accepts the above terms and conditions, and the General Conditions of Contract attached</b>	<b>Accept</b>	<b>Do not Accept</b>					



## ROBBEN ISLAND MUSEUM (“RIM”)

### REQUEST FOR QUOTATION: WASTE MANAGEMENT STRATEGY (“RFQ”)

RFQ NUMBER:	RFQ324
RFQ TITLE:	Request For Quotation: WASTE MANAGEMENT STRATEGY

RFP PROCESS	EXPECTED DATES
RFQ Advertisement Date	03 October 2025
RFQ Closing Date and Time	20 October 2025 at 16:00
Briefing Session	14 October 2025 – 09:00 to 12:00

#### 1. BACKGROUND

Robben Island Museum (RIM) is a Schedule 3A Public Entity under the *Public Finance Management Act (PFMA)*. It is also recognized as a **cultural institution** in terms of the *Cultural Institutions Act* and was inscribed as a UNESCO World Heritage Site, underscoring its global cultural and historical significance. In 2019, Robben Island was further declared a Marine Protected Area (MPA), making it subject to stringent environmental compliance requirements as regulated by the Department of Forestry, Fisheries, and the Environment (DFFE).

The site embodies a multi-layered history dating back to the 16th century, having served various purposes over the centuries:

- A place of banishment for local chiefs resisting colonial rule.
- A leper colony during the 19th and 20th centuries.
- A coastal defence site during the Second World War.

- A prison for political activists and common-law prisoners from the 1960s until the early 1990s.

Today, RIM is both a living heritage site and a cultural institution. It receives over 200,000 tourists annually, transported via passenger ferries from the Nelson Mandela Gateway at the V&A Waterfront in Cape Town. On average, four to six tours are conducted daily, each accommodating between 150 and 350 visitors.

In addition to tourists, the Island is home to a resident community of 100 to 150 staff members, including maintenance personnel, security officers, cleaners, medics, tour guides, and drivers, who support the operations and upkeep of the site. The influx of visitors the site receives daily presents significant waste management challenges, including:

- **Geographical constraints:** Due to the Island's location, all waste generated must be transported to the mainland, resulting in high costs and logistical complexities.
- **Environmental sensitivity:** The Island is home to various animal species, including the critically endangered African Penguin. Inadequate waste management poses a direct threat to wildlife through risks such as plastic ingestion and entanglement.
- **Heritage preservation:** Beyond environmental risks, poor waste management can compromise the aesthetics and integrity of the Island, which are central to its *Outstanding Universal Value (OUV)* as a World Heritage Site.

## 2. PURPOSE

- The Robben Island Museum, designated as a World Heritage Site, is seeking proposals from qualified companies to develop a waste management strategy. The overall purpose of the strategy is to develop and implement a triple RRR waste management system
- Reduce waste generation,
- Improve recycling rates,
- Minimize the environmental impact of Waste
- Comply with environmental regulations. e.g Water Act 36 of 1998 and NEM Ac107 of 1998

This RFQ outlines the general scope and terms of service that should serve as the foundation for each bidder's proposal.

### **3. BACKGROUND**

Robben Island receives a minimum of 1000 visitors per day and accommodates 150 residents, comprising staff and contractors that generate waste daily. There is also waste generated through day-to-day maintenance, bulk service plants, capex projects, and from the fleet.

Currently, waste generated on the Island is transported from the Island to the landfills on the mainland in 6 skips monthly. Even though this process ensures the removal of waste from the Island, there are minimal recycling practices that are currently taking place. There are challenges of legacy waste generated from previous projects affecting the natural environment. Despite these challenges, there are opportunities to improve this by implementing the 3 R's (reduce, reuse, and recycle). RIM has partnered with the National Department of Tourism (NDT) to generate socio-economic benefits by training underprivileged groups (men and women) who are now running a craft cooperative on the island. Most of their products are produced from waste generated on the Island. There is also an opportunity to get rebates on the waste generated by buses (oil and tyres).

### **4. PROJECT GOALS AND OBJECTIVES:**

- Reduce waste generation by 50% within 5 years.
- Increase reuse and recycling rates to 70% within 5 years to minimize the waste sent to landfills from the Island.
- Improve waste collection efficiency on the Island,
- Promote public awareness and participation in waste management by residents and employees on waste segregation
- Establish a sustainable funding mechanism for waste management for RIM

### **5. SCOPE OF WORK:**

- The geographical area to be covered by the strategy is Robben Island and RIM mainland facilities (Nelson Mandela Gateway, Jetty 1, Quay 501, and Mayibuye Archives)
- Types of waste included in the strategy will be,
  - 1. Municipal solid waste,
  - 2. Industrial waste,
  - 3. Hazardous waste
  - 4. Legacy waste.
- Key areas of focus for the strategy are:
  - 1. Waste reduction,
  - 2. Waste segregation
  - 3. Waste recycling

4. Waste composting
5. Waste collection
6. Waste Storage
7. Waste disposal
8. Public education,

## **6. METHODOLOGY AND APPROACH:**

- Approach to be taken in developing the strategy will include stakeholder engagement, data collection, analysis, and scenario planning.
- Include specific methods for conducting assessments, developing plans, and evaluating options.
- Specify the use of relevant frameworks or standards (e.g., the waste management hierarchy, life cycle assessment).

## **7. DELIVERABLES:**

- Outputs expected from the project.

A comprehensive waste management strategy document,

- with action plans,
- implementation guidelines,
- monitoring and evaluation frameworks.

## **8. TIMELINES AND MILESTONES:**

- Outline the key stages of the project and the corresponding deadlines.
- Milestones for different phases of the project
  - data collection,
  - Analysis
  - Strategy development, implementation.

## **9. REPORTING AND COMMUNICATION:**

- Specify the frequency and format of progress reports.
- Identify the key stakeholders to be informed of progress.
- Outline communication protocols for engaging with the public and other stakeholders.

## **10. ROLES AND RESPONSIBILITIES:**

- Clearly defines the roles and responsibilities of the project team, consultants, and other stakeholders.



- Specify who is responsible for leading the project, conducting research, developing plans, and implementing the strategy.

#### **11. BUDGET AND RESOURCES:**

- Outlines the estimated budget for the project.
- Specifies the resources required for the project (e.g., personnel, equipment, software).

#### **12. EVALUATION AND MONITORING:**

- Describe how the success of the strategy will be evaluated.
- Specify the key performance indicators (KPIs) to be monitored.
- Outline the process for reviewing and updating the strategy.

#### **13. THE EVALUATION CRITERIA**

The RFQ will be evaluated in three phases as follows:

##### **Phase 1A - Mandatory Requirements Document(s)**

Compulsory requirements of the proposal. Failure to submit and meet any of the compulsory requirements of the proposal will automatically disqualify your proposal at this phase.

**The following requirements** are to be adhered to, and bidders need to submit the requirements below with the RFQ proposal:

<b>No</b>	<b>Description</b>	<b>Comply and submitted Please indicate YES or NO</b>
1	Methodology and Approach	
2	Work Plan and Timeline	

##### **Phase 1B Returnable Administrative Documents:**

- National Treasury CSD Registered
- CIPC/ COR Certificate
- SBD 4 – Declaration of Interest
- SBD 6.1 Preference points
- BBBEE Certificate or Sworn Affidavit.
- General Conditions of Contracts (GCC)

## Phase 2 – Technical Evaluation

Bidders will be required to submit documentation as per the technical evaluation criteria detailed below. Bidders must achieve a minimum of **70 points** to proceed to the next evaluation phase.

Item	Criteria	Description	Max Score (Points)
1	Company Profile	Bidders must submit a company profile indicating the core activities and the number of years the bidder has developed a waste management strategy <u>Scoring Matrix</u> -Five (5) years or more of the company's experience = 50 points -Four (4) years of the company's experience = 30 points -Three (3) years of the company's experience =15 points -Below three (3) years of the company's experience = 0 points	50
2	Reference letters	Submit signed Reference letters on the company/client's letterhead, not older than 5 years, from different companies where similar services were rendered  -Five (5) years and more = 30 Points -Between Four (4) -three (3) years = 20 Points -Below Three (3) years = 0 Points	30
3	Resource(s)	Experience of the team leader/project manager that will be assigned to this project: submit CV  -10 years and more = 20 Points -7-9 years = 15 Points -3-6 years = 10 Points -Below 3 years = 0 points	20
<b>Total Points</b>			<b>100</b>

## Phase 3 – Price and Specific Goals

Phase 3 will be evaluated on the 80/20 split – Price (80 points) and Specific goals (20 points). For companies to claim these points, proof of claim for points to be allocated must be submitted. Proof, namely, Companies and Intellectual Property Commission (CIPC) certificate (where applicable), and B-BBEE certificate/affidavit. The final offer is inclusive of VAT (if registered).

### Specific goals

Designated groups	Number of Points (80/20)
▪ Points for Black People Equity (at a minimum of 51% Black owned)	10
▪ Points for a minimum of 51% Black Women's Equity	3
▪ Points for person/s with Disability	2
▪ Points for a minimum of 51% owned Youth Equity	2
▪ Points for Local economy empowerment (Bidders domiciled in the Western Cape) – only valid proof of address will be accepted.	3
No evidence submitted	0

**“Black people”** refers to Africans, Coloureds, and Indians:

- (a) who are citizens of the Republic of South Africa by birth or descent; or
- (b) who became citizens of the Republic of South Africa by naturalisation
  - (i) before 27 April 1994; or
  - (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date.

**“Youth”** - persons between the ages of 14 and 35 years.

**“Proof of address”** may be in the form of, but not limited to:

- Municipal Account/Statement, not older than 3 months
- A valid lease agreement (signed by both parties, and in force)
- Homeowner's Insurance Policy or Statement, not older than 12 months.
- Municipal Letter or Confirmation of Address (A letter from a municipal office confirming a person's residence).
- Bank Statements (A statement from a registered South African bank showing the individual's residential address, not older than 3 months).

## 14. ENQUIRIES

For any inquiries, please contact the SCM administrator:

**Ms. Yandisa Totose** at **021 413 4200** or email at: Yandisat@[robben-island.org.za](mailto:Yandisat@robben-island.org.za)

### COMPULSORY BRIEFING SESSION AND CLOSING DATE

Briefing Session and site visit are compulsory **Date: 14 October 2025 from 09:00 to 12:00**

## 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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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<sup>1</sup> 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.

2.2 Do you, or any person connected with the bidder, have a relationship 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 consortium<sup>2</sup> 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.

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

- 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.

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

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

.....  
Signature Date

.....  
Position Name of bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	
<b>SPECIFIC GOALS</b>	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

80/20                      or                      90/10

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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



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

Where

Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<p>Black owned enterprise refers to Africans, Coloureds and Indians:</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation</p> <p>(i) before 27 April 1994; or</p> <p>(ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date</p>	N/A	10	N/A	
Points for a minimum of 51% black women's equity	N/A	3	N/A	
Points for person/s with disability	N/A	2	N/A	
<p>Points for a minimum of 51% owned youth equity</p> <p>persons between the ages of 14 and 35 years.</p>	N/A	2	N/A	
Points for local economy empowerment (bidders domiciled in the Western Cape) -Only proof of address will be accepted.	N/A	3	N/A	

may be in the form of, but not limited to:  Municipal Account/Statement, not older than 3 months A valid lease agreement (signed by both parties, and in force) Homeowner's Insurance Policy or Statement, not older 12 months. Municipal Letter or Confirmation of Address (A letter from a municipal office confirming a person's residence). Bank Statements (A statement from a registered South African bank showing the individual's residential address, not older 3 months)				

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;

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

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**NOTES**

The purpose of this document is to:

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

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

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

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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.

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

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

**8. Inspections,  
tests and  
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

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

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

<b>16. Payment</b>	<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>
<b>17. Prices</b>	<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>
<b>18. Contract amendments</b>	<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>
<b>19. Assignment</b>	<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>
<b>20. Subcontracts</b>	<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>
<b>21. Delays in the supplier's performance</b>	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p>

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

#### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,



damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination  
for insolvency**

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

**27. Settlement of  
Disputes**

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

**28. Limitation of  
liability**

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Programme (NIP)</b>	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.