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# **THE ERECTION OF A CANOPY AT LANGEBAAN TRANSPORT ENCLOSURE**

**SPSC-B-004-2022**

**FOR  
DEPARTMENT OF DEFENCE  
SIMON'S TOWN PROCUREMENT SERVICE CENTRE**

**CLOSING DATE: 08 SEPTEMBER 2022**

**CLOSING TIME: 11H00**

**VALIDITY: 120 WORKING DAYS**

**NB: PLEASE TAKE NOTE OF BID INSTRUCTIONS**



## BID INSTRUCTIONS

### THE ERECTION OF A CANOPY AT LANGEBAAN ENCLOSURE

SPSC-B-004-2022

1. The TWO ENVELOPE system will be utilized. Bidders are required to submit two separate, properly sealed envelopes, clearly marked with the Company Name, Company Stamp, Bid Number and Closing Date.
  - a. ENVELOPE 1: PRICE PROPOSAL – The INTENDA PRICING SCHEDULE/SBD 3 ONLY.
  - b. ENVELOPE 2: All other documents.
2. All entries are to be completed in any non-erasable ink of your choice preferable blue or black ink, must be visible and in English. Amendments, scratching out, use of Tippex and omission to any documents may invalidate the bid.
3. Original bids must be deposited into the SPSC Bid Box situated at the entrance to SPSC, 2 Arsenal Road, Simon's Town or at the Bid Receipt Section at SPSC on or before the closing date and time. **ALL LATE BIDS WILL BE INVALIDATED.**
4. No bids received by telegram, telex, email, facsimile or similar medium will be considered.
5. The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document.
6. Bids submitted by the bidders must be signed by a person or persons duly authorised thereto.
7. All bids will be evaluated according to the following criteria:
  - a. Administrative
  - b. Technical
  - c. Price and B-BBEE Points
8. In the case where the request is below RM50 the 80/20 principle in terms of PPPFA will apply.
9. **ALL BIDS MUST BE RETURN IN THE SEQUENCE OF THE INDEX**



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## ADMINISTRATIVE CRITERIA

Bidders must complete all the necessary bid documents required in this bid document. All documents must be in the legal Name of the Bidding Company.

S/ No.	Mandatory Evaluation Criteria
	<b>General Rules for completion of Bid Documents:</b> Amendments, scratching out, use of Tippex and omissions to any documents will invalidate the Bid. All bids, utilizing the TWO ENVELOPE SYSTEM (see Bid Instructions) must be deposited in the Bid Box or handed in at the Bid Receipt Section, No 2 Arsenal Road, Simon's Town on or before the closing date and time.
1.	<b>Intenda Pricing Schedule:</b> All fields on this document must be fully completed. Attention must be given to page 1 (right hand side) where bidder's information, eg Company name etc. must be completed. Lead time, Quantity Available, Total Unit Cost, Total Cost and B-BBEE Level must be indicated. The Intenda Pricing Schedule must be submitted as ENVELOPE 1, be properly and clearly marked with the Company Name, Company Stamp, Bid Number and Closing Date. Failure to submit this document as indicated above by the closing date and time <b>WILL</b> invalidate this offer. <b>Appendix A</b>
2.	<b>SBD 4 – Bidder's Disclosure:</b> This document replaces the original <b>SBD 4, SBD 8, SBD 9</b> and must be completed and submitted with your offer. Failure to submit this document by the closing date and time <b>WILL</b> invalidate this offer. <b>Appendix C.</b>
3.	<b>SBD 6.1 - Preference Points Claim Form:</b> This document must be fully completed. Failure to submit the document as indicated by the closing date and time <b>WILL</b> forfeit B-BBEE points. <b>Appendix D.</b>
4.	<b>Compulsory Briefing Session:</b> Failure to attend the compulsory briefing session and submit the completed and signed briefing session certificate, in the Legal name of the bidding company with the bid <b>WILL</b> invalidate the offer. <b>Appendix E</b>
5.	<b>Central Suppliers Database (CSD) Registration Report:</b> The CSD Registration Report (not older than 14 days) must be submitted with the bid This report should contain, but not be limited to the following information: <ul style="list-style-type: none"> <li>i. MAAA number</li> <li>ii. Successfully verified bank details</li> <li>iii. Compliant tax status</li> <li>iv. The Suppliers must have a "Physical Address type"</li> <li>v. The bidder must be registered for the commodity/service bidding for.</li> </ul> Failure to submit this CSD Registration Report <b>WILL</b> invalidate your offer. <b>Appendix F</b>
6.	<b>B-BBEE CERTIFICATE:</b> Bidders are required to submit proof of B-BBEE Status level of contributor. Proof includes a valid B-BBEE Status Level Verification Certificate or a Sworn Affidavit. Should there be a discrepancy between the B-BBEE Certificate or Sworn Affidavit verses SBD 6.1 or failure to submit this document by the closing date and time <b>WILL</b> result with points being forfeited. <b>Appendix G</b>

7.	<b><u>Construction Industry Development Board – CIDB:</u></b> Bidders are required to submit proof of an <b>INDATED</b> CIDB grading. The minimum <b>CIDB (GB) 3</b> and <b>(EB) 3</b> is requirement. Failure to submit proof <b>WILL</b> invalidate the offer. <b>Appendix H</b>
8.	<b><u>STATEMENT OF WORK:</u></b> The bidder's compliance must be indicated with the words comply do not comply, Agree / Do Not Agree, Yes or No or any other form of Acceptance or Non-acceptance on the specification / scope of work. Each paragraph and sub-paragraph must be acknowledged. Failure to submit this document as indicated by the closing date and time <b>WILL</b> invalidate the offer. <b>Appendix I</b>
	<b><u>Administrative Criteria</u></b>
9.	<b><u>SBD 1: Invitation to bid:</u></b> This document must be fully completed. Failure to submit this document as indicated by the closing date and time <b>MAY</b> invalidate this offer. <b>Appendix B</b>
10.	<b><u>Certificate of Compliance by Sub-Contractor / Supplier:</u></b> An Original certificate of compliance signed by the bidder and all sub-contractors/s to be submitted with the bid. Failure to submit these document as indicated by the closing date and time <b>MAY</b> invalidate this offer. <b>Appendix J</b>
11.	<b><u>SPSC Indemnity Agreement Form:</u></b> The Indemnity Agreement between the DOD and the bidder must be signed and returned with the bid. Failure to submit this document as indicated by the closing date and time <b>MAY</b> invalidate this offer. <b>Appendix K</b>
12.	<b><u>Written Agreement wrt Occupational Health and Safety Agreement:</u></b> The signed OHASA agreement amongst the DoD, bidder and sub-contractor/s (in the event of sub-contracting) should be returned with the bid documents. Failure to submit this document as indicated by the closing date and time <b>MAY</b> invalidate this bid. <b>Appendix L</b>
13.	<b><u>SPSC Group Questionnaire:</u></b> To be fully completed and submitted with bid. Failure to submit this document as indicated by the closing date and time <b>MAY</b> invalidate this offer. <b>Appendix M</b>
14.	<b><u>Defence Intelligence Questionnaire (D.I.)</u></b> The DI Vetting form must be completed in full. Failure to submit the DI Vetting form and required paperwork by the closing date and time <b>MAY</b> invalidate this offer. <b>Appendix N</b>



## **SBD 3: INTENDA PRICING SCHEDULE**

**AS PER MANDATORY EVALUATION CRITERIA**

**FAILURE TO SUBMIT THIS DOCUMENT BY THE CLOSING DATE  
AND TIME WILL INVALID THIS OFFER**



**SPSC-B-004-2022**

**INTENDA PRICING SCHEDULE**

**Please ensure the following fields are completed on the Intenda Pricing Schedule**

- a. Company Name
- b. Attention:
- c. Tel No:
- d. Fax No: (if no fax number indicate N/A)
- e. Cell No:
- f. Email:
- g. Lead Time
- h. Quantity Available
- i. Total Unit Cost
- j. Total Cost
- k. BBBEE level



the sandf

Department:  
Defence  
REPUBLIC OF SOUTH AFRICA

## Request for Bid : SPSC-B-004-2022

Author: A. Adams  
Date: 08/04/2022 11:14:48

### PRICING SCHEDULE

Bid No. SPSC-B-004-2022  
Document No: 0000442373  
Description: THE ERECTION OF A CANOPY AT LANGEBAAN TRANSPORT ENCLOSURE AS PER STATEMENT OF WORK  
Currency: ZAR  
Closing Date: 2022-09-08 11:00:00  
Status: Created  
Validity Days: 120 WORKING DAYS

Document Type: Request for Bid Open  
Company Name:  
Attention:  
Tel No:  
Fax No:  
Cell No:  
Email:

No.	Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
1	SPSC-B-004-2022	THE ERECTION OF A CANOPY AT LANGEBAAN TRANSPORT ENCLOSURE AS PER STATEMENT OF WORK	4 SPECIAL FORCES REGIMENT	Langebaan	Lot	
		Line Comment	Lead Time	Quantity Required	Quantity Available	
		SERVICE TO TAKE PLACE AT 4 SPECIAL FORCES, LANGEBAAN		1		
		Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
		Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				



Questionnaires

Questionnaires / Evaluation Criteria

THE 3020 QUESTIONNAIRE EVALUATION TEMPLATE V2

Questions	Options
	LEVEL1
	LEVEL2
	LEVEL3
	LEVEL4
	LEVEL5
	LEVEL6
	LEVEL7
	LEVEL8
	NON-COMPLIANT

Please provide your BBEE level from the possible list provided in the dropdown -

Attachment Description	Attachment File Name
------------------------	----------------------



## **SBD 1: INVITATION TO BID**

**AS PER ADMINISTRATIVE CRITERIA**

**FAILURE TO SUBMIT THIS DOCUMENT BY THE CLOSING DATE  
AND TIME MAY INVALID THIS OFFER**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	SPSC-B-004-2022	CLOSING DATE: 08 SEPTEMBER 2022	CLOSING TIME:	11H00	
DESCRIPTION	THE ERECTION OF A CANOPY AT LANGEBAAN TRANSPORT ENCLOSURE				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>					
Simon's Town Procurement Service Centre. No 2 Arsenal Road, Simon's Town or handed in at the Bid Reception					
Section, No 2 Arsenal Road, Simon's Town (Directions to the above address are available with the Bid Document)					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	CPO A. ADAMS		CONTACT PERSON	WO1 T. TSOGANG	
TELEPHONE NUMBER	(021) 787 5131		TELEPHONE NUMBER	(021) 7875207	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	spscbidinvitation@gmail.com		E-MAIL ADDRESS	spsctechsection@gmail.com	
<b>SUPPLIER INFORMATION</b>					
LEGAL 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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [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 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
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 (SBD 7).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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-FILED 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:

.....



## **SBD 4: BIDDERS DISCLOSURE**

**AS PER MANDATORY EVALUATION CRITERIA**

This document replaces the original SBD4, SBD 8, and SBD 9 and must be fully completed and submitted.

Failure to submit this document by the closing date and time will invalidate this offer.

## 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

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

<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.

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

SD4

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.

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

<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.

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





## **SBD 6.1: PREFERENCE POINTS CLAIM FORM**

AS PER MANDATORY EVALUATION CRITERIA

FAILURE TO FULLY COMPLETE AND SUBMIT THIS DOCUMENT BY CLOSING DATE AND TIME WILL RESULT IN B-BBEE POINTS BEING FORFEITED.

## 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.



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:

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

(Tick applicable box)

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

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

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number: .....

8.3 Company registration number: .....

### 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

### 8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

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

WITNESSES

- 1. ....
- 2. ....

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

DATE: .....

ADDRESS .....

.....  
.....



## **COMPULSORY BRIEFING SESSION** **CERTIFICATE**

AS PER MANDATORY EVALUATION CRITERIA

**Failure to attend the compulsory briefing session and submit the completed and signed briefing session certificate, in the Legal name of the bidding company with the bid WILL invalidate the offer**

## **BIDDERS INFORMATION BRIEFING SESSION CERTIFICATE**

**Briefing session date: 18 AUGUST 2022**

**Briefing session time: 11:00 AM**

**Venue: General Loods, Hall, 4 Special Forces Regiment Langebaan  
Oostewal Street**

**Bid No: SPSC-B-004-2022**

**Closing date and time of bid 08 SEPTEMBER 2022 11H00**

**Validity period: 120 Working Days**

The Information briefing session is **compulsory** and the original signed and stamped certificate must be submitted as appendix A as part of the Bid document.

It is hereby confirmed that:

\_\_\_\_\_ (Representative)

Of \_\_\_\_\_ (Legal Name of company)

Attended the official briefing session and cognisance has been taken of the information as per the presentation, bid document, the brochure/hand-out and all relevant documentation.

(\_\_\_\_\_)

**SIGNATURE OF REPRESENTATIVE**

(\_\_\_\_\_)

**CHIEF LOGISTICS: LIEUTENANT GENERAL**

**OFFICIAL DATE STAMP**

The time as stipulated in the Bid document for the briefing session and latecomers will under no circumstances be permitted to attend.

**Failure to attend the briefing session and provide this completed certificate with the Bid document by the closing date and time WILL invalidate your Bid**





## **CENTRAL SUPPLIER DATA BASE (CSD)** **REGISTRATION REPORT**

AS PER MANDATORY EVALUATION CRITERIA

FAILURE TO SUBMIT THIS DOCUMENT BY THE CLOSING DATE AND  
TIME WILL INVALID THIS OFFER



# **BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATE/SWORN AFFIDAVIT**

**AS PER MANDATORY EVALUATION CRITERIA**

**FAILURE TO SUBMIT THIS DOCUMENT BY THE CLOSING DATE AND TIME  
WILL RESULT IN POINTS BEING FORFEITED**



## **Construction Industry Development Board – CIDB: CERTIFICATE**

AS PER MANDATORY EVALUATION CRITERIA

FAILURE TO SUBMIT PROOF BY THE CLOSING DATE AND TIME WILL  
INVALIDATE THIS OFFER



## **SPECIFICATION / STATEMENT OF WORK**

**AS PER MANDATORY EVALUATION CRITERIA**

**FAILURE TO SUBMIT THE DOCUMENT AS INDICATED BY THE CLOSING DATE  
AND TIME WILL INVALIDATE THE OFFER**



**sa special forces**

Department:  
Defence  
REPUBLIC OF SOUTH AFRICA

**STATEMENT OF WORK FOR THE ERECTION OF A CANOPY AT LANGEBAAAN  
TRANSPORT (ENCLOSURE BETWEEN TWO EXISTING UNDERCOVER  
PARKING AREAS.FIN YEAR 2022/2023**

**1. SCOPE**

- 1.1 The contractor shall be accountable for the erection of a canopy between two existing undercover parking hangers at Langebaan Transport.
- 1.2 On completion of the activities mentioned in par 1.1 the building premises shall be cleared of all material/rubble effected by the work done.
- 1.3 The contractor shall be in possession of a CIDB grading level three (GB-3) for Construction and electrical work (EB-3).

**LOCATION**

- 2.1 4 Special Forces Regiment, Oostewal Street Langebaan.

**TASK OVERVIEW**

- 3.1 Construct steel structure with roofing that will be used for undercover parking which will be between two existing hangers.
- 3.2 The structure is  $\pm 45\text{m}$  long x  $25\text{m}$  wide x  $5.5\text{m}$  high. Bidders to confirm measurements before bidding.
- 3.3 The back of the building will consist of a brick wall. Waterproofing/damp proofing of all brick and steel work.
- 3.4 The contractor will fit and supply  $0.8\text{mm}$  colour/aluminium or zinc aluminium roof sheets, barge boards, flashings, capping and downpipes.
- 3.5 Install 4 extractor fans.
- 3.6 Sliding doors with a locking capability on the front of the newly constructed hanger must open to the side of the hanger. Ensure the safety of the content of the hangers.
- 3.7 All steel components must be galvanized "hot dipped" for rust prevention.

**COMPLY / DO  
NOT COMPLY**

**STATEMENT OF WORK FOR THE ERECTION OF A  
CANOPY AT LANGEBAAN TRANSPORT**

- 3.8 Steel beams must be used for the structure of the hangers/canopy. The steel beams must not obstruct the current garage doors of the two existing hangers.
- 3.9 Concrete ramp must be constructed at the entrance of the sliding door to compensate for the current floor level, for the vehicles to move in and out the canopy/hanger without any interference to the vehicles.
- 3.10 U-shape seamless gutters to be used to allow for sufficient roof drainage from both hangers into the current storm water drainage system.
- 3.11 Standard roof pitch will apply of 15° (double pitch) and 5° (mono pitch).
- 3.12 Roof pitch of 10° for 20mm and 25mm wide spans. Overhangs of 200mm on the Light Span structure.
- 3.13 Green IRB profiled roof sheeting to be used.
- 3.14. Column bases for the structure must be excavated with pickaxe due to the close proximity of the fuel tanks

**ELECTRICAL**

- 4.1 Fit and supply 16 aluminium with white frosted Acrylic cover 2 x 28w T5 fluorescent tubes (included) on electronic ballast (included). Width: 90mm Length: 1205mm. This lights must be mounted on the steel beams of the new structure. The distance between the lights will be indicated on the site meeting.
- 4.2 Contractor must provide proof of their qualified Electrician/s Wireman's licence/ Certificate. This shall be required to ensure compliance with SANS 10142-1 requirements are adhered to at all times during the installations competent person.
- 4.3 Current electrical Distribution Board at Transport Section must be used for the electrical installation.
- 4.4 Certificate of Compliance (CoC) for all electrical work to be handed over as part of project acceptance

**COM PLY / DO  
NOT COMPLY**

**STATEMENT OF WORK FOR THE ERECTION OF A  
CANOPY AT LANGEBAAN TRANSPORT**

**COMPLY / DO NOT  
COMPLY**

**5. LABOUR, TOOLS AND MATERIALS**

**5.1 The contractor shall be responsible for the supply of the following:**

5.1.1 All labour, material, tools, equipment and scaffolding (inclusive of the legally required protective clothing) to carry out the work in terms of this specifications.

5.1.2 All electrical equipment must be serviceable and comply with OHAS Act.

5.1.3 Lock-up storage facility.

**5.2 4 Special Forces Regiment shall be responsible for the following, if required and if it is available:**

5.2.1 Electrical supply for portable tools, as required by the contractor.

5.2.2 The contractor is to ascertain that pressure, flow rates and electrical supplies are suitable for the equipment to be utilized.

**6. QUALITY CONTROL**

6.1 The building/premises shall be presented for inspection to the liaison technical person in par 14 or his designated representative during construction (Ad Hoc) and on completion and shall be in a satisfactory state.

6.2 The quality control inspection will be carried out on completion and on Ad Hoc basis to ensure that the requested services adhere to specifications, required standards and accordance with the city by laws and regulations stated below.

**7. SAFETY CODES AND ACTS**

7.1 All safety regulations in terms of Personnel Safety, equipment and facilities, as laid down in Occupational Health and Safety Act No 85 of 1993 shall apply in all respect of this contract.

7.2 Electrical work must comply with the latest SANS 10142-1.

7.3 Building work must comply with the latest SANS 10400.

RESTRICTED

**STATEMENT OF WORK FOR THE ERECTION OF A  
CANOPY AT LANGEBAAN TRANSPORT**

**COMPLY / DO NOT**  
**COMPLY**

7.4 Contractors to comply with the Construction Regulations, 2003 Published under Government Gazette 25207 of 18 July 2003.

7.5 A Certificate of Compliance to be issued on electrical and plumbing working.

**8. LIABILITY**

8.1 The contractor to take full responsibility and accountability for the Statement of Work and shall be liable for any damages, as well as theft from the premises by his/her employees/sub-contractor or due to their negligence.

**9. NOTE**

9.1 Any additional work shall only be carried out upon receipt of a letter authorised from SPSC and end user.

9.2 Proper use of PPE's for the duration of the project.

9.3 The contractor will be fully responsible for any damage to state property by him/her and/or his works.

9.4 Ad-Hoc inspections will be conducted for the duration of the project to check compliance to regulations and quality work.

**10. ACCEPTANCE**

10.1 The contractor's representative and a representative from 4 Special Forces Regiment, liaison technical person or his designated representative, will jointly carry out a final acceptance of all work undertaken in terms of this S.O.W.

**11. TECHNICAL QUERIES**

11.1 All technical queries can be directed to Warrant Officer T.S. Tsogang on tel:021 787 5207 or e-mail: [techsection@gmail.com](mailto:techsection@gmail.com) during working hours.

**ACKNOWLEDGEMENT OF SOW AND CONFIRMATION OF DIMENSION BY BIDDERS**

Name and Designation:.....

Company:.....

Signature and Dated:.....

I, the undersigned, did view the site location, check and verify all dimensions.

RESTRICTED





**CERTIFICATE OF COMPLIANCE BY SUB-  
CONTRACTOR / SUPPLIER - SUB-  
CONTRACTOR AGREEMENT**

AS PER ADMINISTRATIVE CRITERIA

An original certificate of compliance signed by the bidder and all the sub- contractors to be submitted with the offer. If a sub-contractor is not utilized, indicate N/A.

**FAILURE TO SUBMIT THIS DOCUMENT BY THE CLOSING DATE AND TIME  
MAY INVALIDATE THIS OFFER.**

## CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR / SUPPLIER

THIS CERTIFICATE MUST BE SUBMITTED WITH THE COMPLETED BID ( IN THE ORIGINAL FORMAT) BY THE BIDDER

**CONTRACTORS NAME:** \_\_\_\_\_

**SUB-CONTRACTORS NAME:** \_\_\_\_\_  
(Delete whichever is not applicable)

I/we am/are fully aware of the Bid Requirements and am/are capable of supplying the required item(s)/service(s) strictly according to the Bid Conditions, Special Conditions and Specifications supplied by the Department of Defence. I/we hereby certify that \_\_\_\_\_ will submit quotations/bids to

Supply the item(s)/service(s) listed in Bid no: \_\_\_\_\_

Section(s) \_\_\_\_\_

I/we further certify that I/we have the necessary infrastructure at my/our disposal to execute the Bid.

I/we, the Sub-contractor(s) am/are willing to allow the Department of Defence's Officials access to my/our premises for inspection purposes.

Sub-Contractor's Contact Person: \_\_\_\_\_

Address of Sub-Contractor: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF SUB-CONTRACTOR

### WITNESSES:

1. \_\_\_\_\_ Date: \_\_\_\_\_

2. \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_



# **SPSC INDEMNITY AGREEMENT FORM**

**AS PER ADMINISTRATIVE CRITERIA**

**FAILURE TO SUBMIT THIS DOCUMENT BY THE CLOSING DATE AND TIME  
MAY INVALIDATE THIS OFFER**



Department of Defence  
Chief of Logistics  
Simon's Town Procurement Service Centre  
PO Box 685  
Simon's Town  
7995

**RELEASE OF INDEMNITY AGREEMENT FROM BIDDER:** \_\_\_\_\_

**IN RESPECT OF SPSC / B/ 004 / 2022**

**INDEMNITY**

1. I agree that the Department of Defence, its agents, Officers, employees, volunteers and representatives (hereafter referred to as "DOD") are indemnified from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, illness, injuries or disability of any such person(s), or the damage to the property of mine or any other person(s) that may result from or be related to the execution of this contract.

2. The DOD and its employees will not be held responsible for any claim or injury to my personnel or the personnel of my sub contractors, if and when applicable, whilst on DOD property or in the execution of their tasks on DOD property.

**DAMAGE COMPENSATION**

3. I will be held liable for any damage or theft that may be caused, to the premises or content by me or my employees or be due to our neglect whether in the normal execution of our duties or otherwise and a claim for indemnification can accordingly be imposed by the DOD against me.

4. In the case of damages to premises or content resulting from the work done, I undertake to rectify the damage immediately to the satisfaction of the DOD. If I fail to act immediately after notification, the DOD will rectify the damage at will and the cost thereof will be recovered from any monies outstanding to me.

**WAIVER**

5. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and signed by the parties thereto, and any waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of right, power or privilege.

RELEASE OF INDEMNITY AGREEMENT FROM BIDDER: \_\_\_\_\_

\_\_\_\_\_

IN RESPECT OF SPSC/ B/ 004 / 2022

**ACKNOWLEDGEMENT**

I acknowledge that I have read and understood this agreement, that I have executed this agreement voluntarily and that this agreement is binding to myself. I accept that the DOD may reject the offer and/or act against me if I contravene this agreement.

\_\_\_\_\_  
**Full Name and Signature of Bidder's Duly Authorised Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Full Name and Signature of Witness**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Full Name and Signature of Witness**

\_\_\_\_\_  
**Date**



## **WRITTEN AGREEMENT WRT OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (OHASA)**

AS PER ADMINISTRATIVE CRITERIA

**FAILURE TO SUBMIT THIS DOCUMENT BY THE CLOSING DATE AND TIME  
MAY INVALIDATE THIS OFFER.**



**WRITTEN AGREEMENT TO COMPLETE AN OCCUPATIONAL HEALTH AND SAFETY AGREEMENT  
FOR THE COMPLETION OF A CONTRACT ENTERED INTO BETWEEN THE**

**DEPARTMENT OF DEFENCE AND** \_\_\_\_\_

\_\_\_\_\_ (Herein after referred to as the contractor)

**AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF  
1993 AS AMENDED**

**WORKMAN COMPENSATION NUMBER:** \_\_\_\_\_

1. I, (full names) \_\_\_\_\_ (Identity  
Number \_\_\_\_\_) being fully authorised to represent the Contractor, do hereby

confirm that the supplier is an employer on its own right with duties as prescribed in the Occupational Health and Safety Act 85 of 1993 as amended and agree to ensure that all work will be performed or plant and machinery will be used in accordance with the provision of the said Act.

2. I hereby confirm that I will ensure that all our employees or Subcontractors workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workmen are working with or on Department of Defence (DOD) property for the duration of the contract period.

3. I furthermore confirm that we and / or our Subcontractor(s) are in possession of a valid "Certificate of good standing" issued by the Workman Compensation Commissioner.

[Type here]



4. I furthermore confirm and agree that I and / or our Subcontractor(s) will sign a written agreement on occupational health and safety responsibilities for completion of a contract entered into between the Department of Defence **within 10 days** of the award of the contract should we be successful bidder. I acknowledge that should I fail to sign the OHAS agreement within this period; the contract will be terminated with immediate effect with no recourse on my behalf.

Signed By Contractors Authorised Representative: \_\_\_\_\_

Full Name of Contractors Authorised Representative: \_\_\_\_\_

Witnesses 1. \_\_\_\_\_ 2. \_\_\_\_\_

Signed and entered into at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_

[Type here]





## SPSC GROUP QUESTIONNAIRE

AS PER ADMINISTRATIVE CRITERIA

**FAILURE TO SUBMIT THIS DOCUMENT BY CLOSING DATE AND TIME MAY  
INVALIDATE THIS SOCCER**

**SIMON'S TOWN PROCUREMENT SERVICE CENTRE**

**CLOSING DATE OF BID** 08 SEPTEMBER 2022 **BID NUMBER:** SPSC-B-004-2022  
**CLOSING TIME OF BID** 11H00 **VALIDITY:** 120 WORKING DAYS

---

GROUP QUESTIONNAIRE

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Circle applicable response and delete not applicable response.

Service required at: 4 SPECIAL FORCES, LANGEBAAN

This requirement will be evaluated in terms of the 80/20 principle.

Is your offer strictly to specification? YES / NO

If not to specification, please state deviations .....

.....

The bidder's compliance must be indicated with the words comply do not comply, Agree / Do Not Agree, Yes or No or any other form of Acceptance or Non-acceptance on the specification / scope of work. Each paragraph and sub-paragraph must be acknowledged.

**FAILURE TO DO SO WILL INVALIDATE YOUR BID**

Have you completed the Scope of Work fully YES / NO

Firm Completion of requirement period: eg. 1 day, 1 week or 1 month .....

Do you confirm compliance to 120 working days validity period? YES / NO

Is your price firm for the validity period of 120 working days? YES / NO

If not, state reason/s .....

GENERAL BID CONDITIONS AND GENERAL CONDITIONS OF CONTRACT ARE ATTACHED WITH THIS BID, IT IS ALSO AVAILABLE FROM THIS CENTRE ON REQUEST OR AVAILABLE FROM THE NATIONAL TREASURY WEBSITE ([www.treasury.gov.za](http://www.treasury.gov.za)).

Do you confirm compliance to the General Bid Conditions YES / NO

Do you confirm compliance to the General Conditions of Contract? YES / NO

Do you confirm that you may sign a SBD 7.1 on award, should you be the successful bidder. YES / NO

General Information

Bid Documents: have you made/kept a copy of completed Bid documents and the relevant bid conditions for reference purposes: YES / NO

Clarification of Information: It has been noted and confirmed that the DOD may request clarification on any information regarding any aspect included in the bid document. The bidder is to supply the requested information within the requested time span. Failing may result in the bid being disqualified.

**SIMON'S TOWN PROCUREMENT SERVICE CENTRE**

<b>CLOSING DATE OF BID</b>	08 SEPTEMBER 2022	<b>BID NUMBER:</b>	SPSC-B-004-2022
<b>CLOSING TIME OF BID</b>	11H00	<b>VALIDITY:</b>	120 WORKING DAYS

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**ADMINISTRATION**

**Bidders are requested to number each page of the Bid Document submitted. Pages are to be numbered from the bottom page to the top page (top right hand corner)**

**NB: SPSC RESERVES THE RIGHT TO RECALL THE BIDDER/S TO COMPLY WITH THE ABOVE ADMINISTRATION INSTRUCTION**

**I/WE HEREBY CONFIRM THAT I/WE HAVE COMPLIED WITH ALL OF THE ABOVE REQUIREMENTS**

**WITNESS 1:** ..... **DATE:** .....

**WITNESS 2:** ..... **DATE:** .....

**BIDDER NAME:** .....

**SIGNATURE:** ..... **DATE:** .....

**Capacity under which this bid is signed** .....



## **DEPARTMENT OF DEFENCE INTELLIGENCE (DI)** **VETTING QUESTIONNAIRE**

AS PER ADMINISTRATIVE CRITERIA

The D.I. vetting form must be completed in full.

**FAILURE TO SUBMIT THE COMPLETED D.I VETTING FORM AND REQUIRED  
DOCUMENTS/ PAPERWORK BY THE CLOSING DATE AND TIME MAY  
INVALIDATE THIS OFFER**

**DEPARTMENT OF DEFENCE INTELLIGENCE (DI) VETTING**

TO DI SEC INSTR/01/2014

**QUESTIONNAIRE:**

**MAIN CONTRACTOR**

Company Name: .....

Company Registration Number: .....

DOD Supplier Code (if already registered with the DOD): .....

Personal particulars of Company Director(s) (Include copy of RSA Identification and passport document):

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

Personal particulars of Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation)

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Company Physical Address: .....

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Company Postal Address: .....

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Company Core Business: .....

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**SECTION B**

**SUB CONTRACTORS DETAILS**

Personal particulars of sub-contractors if any (Include copy of RSA Identification and passport documents):

.....

.....

.....

.....

.....

Personal particulars of Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation)

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Sub-Contractors Company Physical Address:

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Sub-Contractors Company Postal Address:

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Sub-Contractors Company Core Business:

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## **SECTION C**

### **MAIN CONTRACTOR**

1. When did the company begin with its operations?  
Answer: .....
2. Does the company have a valid SARS tax clearance certificate? If yes, provide the tax clearance certificate number and the certified copy of the certificate.  
Answer: .....
3. Is the company registered with the Company and Intellectual Property Commission (CIPC)? If yes, provide the registration number and attach a certified copy of the registration certificate.  
Answer: .....
4. Who are the shareholders of the company and what percentage of shares do they each possess?  
Answer: .....  
.....  
.....
5. List the services that will be rendered by the company to the SANDF?  
Answer: .....  
.....  
.....
6. Which DOD installations/unit and specific area/section does the company required access to?  
Answer: .....  
.....  
.....
7. Name list and copies of RSA ID's / passports of all employees entering the DOD installation.  
Answer: .....  
.....  
.....
8. Does the company provide services to other RSA state departments? If yes, provide the names of the departments and the period/s during which service was provided.  
Answer: .....  
.....  
.....

9. Does the company provide services to foreign governments and/or companies? If so, provide details.

Answer: .....  
.....  
.....

10. Has the company been implicated in any fraudulent activities? If yes, provide details.

Answer: .....  
.....  
.....

11. Has the company been implicated in any corrupt practices? If yes, provide details.

Answer: .....  
.....  
.....

12. Has the company been implicated in any other criminal activity? If yes, provide details.

Answer: .....  
.....  
.....

13. Does the company have the Employment Equity Plan? If yes, provide the Employment Equity Plan as well as the number and composition of the employees. (Only if the company is South African or employs South Africans)

Answer: .....  
.....  
.....  
.....  
.....

14. What is the track record and achievements of the company? Provide details.

Answer: .....  
.....  
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.....



15. Is the company under investigation by any government security agency? If yes, provide details.

Answer: .....  
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16. What known factor could possibly prevent this company from entering into contract with the Department of Defence and Military Veterans or any component thereof and why?

Answer: .....  
.....  
.....

**Compiled by:**

**Name:** .....

**Identification Number:** .....

**Position in Company:** .....

**Signature:** .....

**Date:** .....

**NB: Important: The following documentation is Mandatory and is to be included in the DI vetting declaration**

- The profiles of the Director(s) of the Main Contractor and Sub- Contractors as well as their RSA Identification and passport documents.
- The current Financial Statement(s) of the company.
- The current and valid SARS Tax Clearance Certificate.
- The current and valid SARS Personal Tax Clearance Certificate and or IRP6 of all Directors, Shareholders and Members (Sub-Contractor/s included).
- The registration number and attach a certified copy of the registration certificate with the Company and Intellectual Property Commission (CIPC).
- Central Data Base registration report with MAAA and Unique number.
- Name list and RSA IDs of all personnel entering DOD premises.
- Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation).
- Employment Equity Plan as well as the number and composition of the employees. (Only if the company is South African or employs South Africans).



# **GENERAL BID CONDITIONS** **(GBCs)**

## **TABLE OF CLAUSES**

1. Definitions.
2. Application.
3. Availability.
4. Approved list of bidders.
5. Preparation of bids.
6. Charge for bid documents.
7. Samples.
8. Alternative offers.
9. Partial bids.
10. Bid prices and delivery periods.
11. Validity periods.
12. Closing of bids.
13. Lodging of bids.
14. Open bids or unnumbered envelopes.
15. Opening of bids.
16. Late bids.
17. Consideration of bids.
18. Award of bids.
19. Quantities other than specified.
20. Bidder's incorrect information.
21. Notification of awards.
22. Furnishing of bid information.
23. Amendment or withdrawal of bid.



## GENERAL BID CONDITIONS

1. **Definitions.** Unless inconsistent with or otherwise indicated by the contents, the following terms shall have the meanings assigned to them:

- a. **Acceptance of a Bid.** Means the award of a contract to a bidder in response to his bid or price quotation.
- b. **Bid.** Means a written offer on the official bidding documents forming part of firstly, an invitation to bid, which invitation has been advertised in the Government Tender Bulletin, or secondly, an offer submitted in response to an invitation to submit a price quotation.
- c. **Bidder.** Means any natural or juristic person submitting a bid or a price quotation.
- d. **Closing Time.** Means the date and hour specified in the bidding documents for the receipt of bids or price quotations.
- e. **Department.** Means the Department of Defence and in specific any of its Procurement Entities.
- f. **Firm Prices.** Are deemed to be the prices which are only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax which, in terms of a law or regulation is binding upon the contractor and demonstrably have an influence on the prices of any supplies, or the rendering costs of any services, for the execution of the contract.
- g. **Price Quotation.** Means a written offer sounding in money and reflected on the documentation wherein the offer was invited, duly completed and where necessary signed by or on behalf of the bidder.
- h. **GBC.** Means the General Bid Conditions.
- i. **Written or In Writing.** Means handwritten in ink or any form of electronic or mechanical writing.

2. **Application.** The GBCs are applicable to all Departmental bids and written price quotations, unless otherwise indicated in the bidding documents. Where the conditions in the bidding documents are in conflict with the GBCs, the conditions in the bidding documents shall prevail.

3. **Availability.** Copies of these GBCs are available, on application, from the Secretary for Defence (Attention: Defence Materiel Division), Private Bag X910, Pretoria, 0001 or from any of the Department's Procurement Entities.

4. **Approved List of Bidders.** In the event that an approved list of bidders has been compiled for specific goods or services, bids will only be invited from bidders on such a list.

5. **Preparation of Bids.** Concerning the preparation of bids, bidders are to note the following:



- a. **Expenses.** Unless otherwise indicated in the bid documents, the Department shall not be liable for any expense incurred in the preparation and submission of a bid.
- b. **Bidding Documents.** Bidders are required to make use of the prescribed bidding documents. No changes to the bid documents are to be made.
- c. **Information.** All the information called for in the bidding documents is to be furnished in the appropriate spaces, eg the bid prices. If requested, other information required, pamphlets, samples, etc are to be supplied.
- d. **Address.** A domicilium citandi et executandi shall be chosen in the Republic and stated in the bid.
- e. **Completion of Bidding Documents.** Bidders are to complete the bid documents, forms, certificates, questionnaires and specification forms in all aspects and to submit bids signed in any ink of your choice, but be visible.
- f. **Bid Envelope.** The bid number must not appear on any envelope unless the envelope contains the bid itself. In particular, the bid number must not appear on an envelope containing a request for bid documents.
- g. **Bidder's Own Conditions.** Bids should not be qualified by the bidder's own conditions of bid. Bids qualified by a bidder's own conditions may be rejected as being invalid and failure of the bidder to renounce such conditions when called upon to do so may invalidate the bid. This includes any alterations, erasures, omissions or additions by bidders to the bid documents.
- h. **Submission of Documents.** The bid documents are to be submitted with due consideration to the following:
- i. The bid documents are not to be retyped or redrafted. Photocopies may be prepared and used, but the original signed document must be submitted with the bid.
  - ii. Bidders must check the number of pages and satisfy themselves that none are missing or duplicated.
  - iii. Bidders must bid in accordance with the requirements stipulated in the bid documents.
  - iv. Bids must be compiled in such a manner that it allows for easy cross-referencing between the bid document and the submitted bid.
- i. **Documents.** Bidders are to ensure that all required or specified documents are included in their bids.
- j. **Compliance to Conditions and Specifications.** Bidders are to clearly indicate in their bids that their offers are compliant to the conditions and specification pertaining to the bid. If not, it must be clearly stated where and in which manner their offers are non-compliant to the conditions and specifications.



6. **Charge for Documents.** Where applicable and as required in the bidding documents or advertisement, a non-refundable fee for documents may be charged.

7. **Samples**

- a. The Department shall not make samples available to prospective bidders, unless specifically mentioned in the bid documents;
- b. When samples are called for in bid documents, samples shall be delivered at the cost of the bidder to the addressee mentioned in the bid documents before the closing time of the bid. Bids shall not be included in parcels containing samples.

8. **Alternative Offers.** In the event that bidders offer products alternative to that called for, bids for such alternative offers shall be submitted on separate copies of the bid documents, but only if bids are submitted for the specified requirement.

9. **Partial Bids.** In the event that bids for supplies and/or sales are called for, bids may be submitted for less than the number of specified items, or part of the specified quantity or requirement called for in the bid.

10. **Bid Prices and Delivery Periods**

- a. **Firm Bids.** Firm bid prices and delivery periods are preferred. However, bidders may submit firm or non-firm prices and delivery periods. Where a bidder has not indicated whether his prices or delivery periods are firm or not, bid prices and delivery periods are deemed to be firm and the contractor shall be bound thereby. Expressions such as "soonest" or "earliest" or delivery periods which are unspecified are not acceptable.
- b. **Contract Periods.** Where different prices are bid for different periods of the contract, the bid price applicable in respect of a particular period of the contract shall be a firm price if, as regards such period, it conforms to the definition of firm prices.
- c. **Proof.** The Department may, where non-firm prices are offered, require that proof of costs of labour, material or other factors which are specified by the bidder, be submitted and, should the cost in the opinion of the Department not be realistic, same may be brought into consideration in the comparison adjudication of the bids.

11. **Validity Periods.** The period for which bids are to remain open for acceptance, valid and binding is indicated in the bidding documents and is calculated from the closing time and such offers are to remain open for acceptance, valid and binding until close of business on the last day of the period so calculated. Should this last day fall on a Saturday, Sunday or Public Holiday, the bid will remain open for acceptance, valid and binding until close of business on the first business day following such Saturday, Sunday or Public Holiday.

12. **Closing of Bids.** Bids close at the time and date indicated in the bid documents. Extension of the closing date may be granted if circumstances justify this action. The closing date is normally extended only if there is sufficient time to publish an amending notification before the original closing date.

13. **Lodging of Bids.** Concerning the lodging of bids the following shall apply:



- a. **Receipt.** Bids shall be lodged to ensure their actual receipt at the address before the closing time specified and in accordance with the directives in the bidding documents.
- b. **Envelope.** Each bid shall be addressed according to the directives in the bidding documents and shall be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope.
- c. **Copies.** Unless specifically provided for in the bid invitation, no bids forwarded by e-mail, telegram, telex, facsimile or similar apparatus will be considered. Photostat copies of bids or photostat copies of faxes, signed in ink after being photostatted, will be accepted as valid bids.
- d. **Samples.** Bids shall not be included in packages containing samples as such bids may be rejected as being invalid.
14. **Open Bids or Unnumbered Envelopes.** All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. However, if a bid is received in an unsealed envelope or without an envelope, it shall be sealed in an envelope after the bid number has been written on the envelope.
15. **Opening of Bids.** Bids are opened in public as soon as practicable after the closing time and the names only of the bidders are read out, if so requested, at the time of opening the bids.
16. **Late Bids.** Bids are late if they are received at the address indicated in the bid documents after closing time. A late bid shall be kept by the Department and only opened if no bid or no suitable bid was received by the closing time. If acceptable bids were received before the closing time, the late bid will not be opened or admitted for consideration and where practicable shall be returned unopened to the bidder accompanied by an explanation.
17. **Consideration of Bids.** During the consideration of bids the following applies:
- a. **Bids Considered.** All bids correctly lodged are taken into consideration.
- b. **Position of Bidder.** The financial standing of bidders and/or their ability to manufacture or to supply goods or to render a service may be examined before their bids are considered for acceptance.
- c. **Comparative Prices.** In comparing bids, the prices are brought to a comparative level by deducting unconditional discounts, preferences and other benefits and adding delivery and other costs as applicable and bringing implied contract price adjustments into account. Non-firm bid prices are adjusted in accordance with the assessed contract price adjustments implicit in the non-firm prices. Where a range of delivery periods is quoted, the worst implied delivery period is used when calculating the comparative prices.
- d. **Preferential Point System.** Where bidding documents include documents relating to a preferential point system, the required calculations will be made and



comparison of bids done on the basis of points earned through the preferential point system.

- e. **Adjustments to Prices.** The department reserves the right to rectify any incorrect calculations made by the bidder, but no adjustments may be made to the input figures.
  - f. **Compliance to Specification.** Bids will be evaluated to establish compliance to product or service specifications, with due consideration to alternative offers and/or deviations to specification.
  - g. **Evaluation Criteria.** Where bidding documents include evaluation criteria relating to functionality, for example bidder's capability, bidders profile, etc, the required calculations will be made and comparison of bids done on the basis of points earned.
  - h. **Negotiations.** Unless otherwise stated in the bid documents, no negotiations will be entered into.
  - i. **Communication with Bidders.** The Department may request clarification on information regarding any aspect included in the bid, which the bidder is to supply by the indicated date.
18. **Award of bids.** After prices have been brought to a comparative level and/or points calculated according to a preferential points system, the bid will be awarded considering the following order of priority:
- a. If the preferential point system is applicable, normally to the bidder with the highest points, unless reasonable and justifiable grounds exist for passing over the bidder with the highest points. In the event of equal bids, the award is according to the relevant regulation.
  - b. If the preferential point system is not applicable, normally to the bidder with the lowest bid in the case of purchases by or services to the Department, or highest bid in respect of sales, unless reasonable and justifiable grounds exist for passing over the bid with the lowest bid in the case of purchases by or services to the Department, or highest bid in respect of sales. In the event of equal bids, the award is according to the following order:
    - i. Bidders offering firm bid prices as well as firm delivery periods.
    - ii. Supplies provided and services rendered from resources available within the Republic.
    - iii. Supplies and services from points nearest to the centres at which delivery is required.
    - iv. All things still being equal, the award shall be decided by the drawing of lots.
  - c. The Department is not obliged to accept the lowest or any bid.



- d. The Department may, where a bid relates to more than one item, accept such bid in respect of any specific item or items and also accept part of the specified quantity of any specific item or items.

19. **Quantities Other than Specified**. The Department may increase or decrease the quantities reflected in the bids, but will do so after consultation with the bidders that responded to the invitation to bid.

20. **Bidder's Incorrect Information**. Where a contract has been awarded on the strength of information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Department may, in addition to any other legal remedy it may have

- a. recover from the contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract; and/or
- b. cancel the contract and claim any damages which the Department may suffer as a result of having to make less favourable arrangements.

21. **Notification of Acceptance**. Successful bidders are notified by registered or certified mail of the acceptance of their bids, either through a contract form or by official departmental order forms.

22. **Furnishing of Bid Results**

- a. The following particulars of the successful bidders are normally published in the Government Tender Bulletin for general information:
  - i. Name.
  - ii. The price and delivery basis.
  - iii. The brand name of the product or the name of the manufacturer, if applicable.
  - iv. Where applicable, the preference percentages claimed.
- b. Bids are not available for perusal by the public, but, at the written request of a bidder or interested party, the names and addresses of all bidders may be furnished over and above the information published in the Government Tender Bulletin.
- c. Requests for any further information will be treated as provided for by law.

23. **Amendment or Withdrawal of Bid**. If a bidder amends or withdraws his bid after the closing time and within the validity period or extended validity period, he shall reimburse the Department any damages if a less favourable bid is accepted or less favourable arrangements are to be made.

24. **Failure to Comply**. Where bidders fail to comply with any of these conditions, the Department reserves the right to invalidate bids received.





## **GENERAL BID CONDITIONS** **(GBCs)**

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4. Approved list of bidders.
5. Preparation of bids.
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9. Partial bids.
10. Bid prices and delivery periods.
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15. Opening of bids.
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## GENERAL BID CONDITIONS

1. **Definitions.** Unless inconsistent with or otherwise indicated by the contents, the following terms shall have the meanings assigned to them:

- a. **Acceptance of a Bid.** Means the award of a contract to a bidder in response to his bid or price quotation.
- b. **Bid.** Means a written offer on the official bidding documents forming part of firstly, an invitation to bid, which invitation has been advertised in the Government Tender Bulletin, or secondly, an offer submitted in response to an invitation to submit a price quotation.
- c. **Bidder.** Means any natural or juristic person submitting a bid or a price quotation.
- d. **Closing Time.** Means the date and hour specified in the bidding documents for the receipt of bids or price quotations.
- e. **Department.** Means the Department of Defence and in specific any of its Procurement Entities.
- f. **Firm Prices.** Are deemed to be the prices which are only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax which, in terms of a law or regulation is binding upon the contractor and demonstrably have an influence on the prices of any supplies, or the rendering costs of any services, for the execution of the contract.
- g. **Price Quotation.** Means a written offer sounding in money and reflected on the documentation wherein the offer was invited, duly completed and where necessary signed by or on behalf of the bidder.
- h. **GBC.** Means the General Bid Conditions.
- i. **Written or In Writing.** Means handwritten in ink or any form of electronic or mechanical writing.

2. **Application.** The GBCs are applicable to all Departmental bids and written price quotations, unless otherwise indicated in the bidding documents. Where the conditions in the bidding documents are in conflict with the GBCs, the conditions in the bidding documents shall prevail.

3. **Availability.** Copies of these GBCs are available, on application, from the Secretary for Defence (Attention: Defence Materiel Division), Private Bag X910, Pretoria, 0001 or from any of the Department's Procurement Entities.

4. **Approved List of Bidders.** In the event that an approved list of bidders has been compiled for specific goods or services, bids will only be invited from bidders on such a list.

5. **Preparation of Bids.** Concerning the preparation of bids, bidders are to note the following:



- [REDACTED]
- a. **Expenses.** Unless otherwise indicated in the bid documents, the Department shall not be liable for any expense incurred in the preparation and submission of a bid.
  - b. **Bidding Documents.** Bidders are required to make use of the prescribed bidding documents. No changes to the bid documents are to be made.
  - c. **Information.** All the information called for in the bidding documents is to be furnished in the appropriate spaces, eg the bid prices. If requested, other information required, pamphlets, samples, etc are to be supplied.
  - d. **Address.** A domicilium citandi et executandi shall be chosen in the Republic and stated in the bid.
  - e. **Completion of Bidding Documents.** Bidders are to complete the bid documents, forms, certificates, questionnaires and specification forms in all aspects and to submit bids signed in any ink of your choice, but be visible.
  - f. **Bid Envelope.** The bid number must not appear on any envelope unless the envelope contains the bid itself. In particular, the bid number must not appear on an envelope containing a request for bid documents.
  - g. **Bidder's Own Conditions.** Bids should not be qualified by the bidder's own conditions of bid. Bids qualified by a bidder's own conditions may be rejected as being invalid and failure of the bidder to renounce such conditions when called upon to do so may invalidate the bid. This includes any alterations, erasures, omissions or additions by bidders to the bid documents.
  - h. **Submission of Documents.** The bid documents are to be submitted with due consideration to the following:
    - i. The bid documents are not to be retyped or redrafted. Photocopies may be prepared and used, but the original signed document must be submitted with the bid.
    - ii. Bidders must check the number of pages and satisfy themselves that none are missing or duplicated.
    - iii. Bidders must bid in accordance with the requirements stipulated in the bid documents.
    - iv. Bids must be compiled in such a manner that it allows for easy cross-referencing between the bid document and the submitted bid.
  - i. **Documents.** Bidders are to ensure that all required or specified documents are included in their bids.
  - j. **Compliance to Conditions and Specifications.** Bidders are to clearly indicate in their bids that their offers are compliant to the conditions and specification pertaining to the bid. If not, it must be clearly stated where and in which manner their offers are non-compliant to the conditions and specifications.



6. **Charge for Documents.** Where applicable and as required in the bidding documents or advertisement, a non-refundable fee for documents may be charged.

7. **Samples**

- a. The Department shall not make samples available to prospective bidders, unless specifically mentioned in the bid documents;
- b. When samples are called for in bid documents, samples shall be delivered at the cost of the bidder to the addressee mentioned in the bid documents before the closing time of the bid. Bids shall not be included in parcels containing samples.

8. **Alternative Offers.** In the event that bidders offer products alternative to that called for, bids for such alternative offers shall be submitted on separate copies of the bid documents, but only if bids are submitted for the specified requirement.

9. **Partial Bids.** In the event that bids for supplies and/or sales are called for, bids may be submitted for less than the number of specified items, or part of the specified quantity or requirement called for in the bid.

10. **Bid Prices and Delivery Periods**

- a. **Firm Bids.** Firm bid prices and delivery periods are preferred. However, bidders may submit firm or non-firm prices and delivery periods. Where a bidder has not indicated whether his prices or delivery periods are firm or not, bid prices and delivery periods are deemed to be firm and the contractor shall be bound thereby. Expressions such as "soonest" or "earliest" or delivery periods which are unspecified are not acceptable.
- b. **Contract Periods.** Where different prices are bid for different periods of the contract, the bid price applicable in respect of a particular period of the contract shall be a firm price if, as regards such period, it conforms to the definition of firm prices.
- c. **Proof.** The Department may, where non-firm prices are offered, require that proof of costs of labour, material or other factors which are specified by the bidder, be submitted and, should the cost in the opinion of the Department not be realistic, same may be brought into consideration in the comparison adjudication of the bids.

11. **Validity Periods.** The period for which bids are to remain open for acceptance, valid and binding is indicated in the bidding documents and is calculated from the closing time and such offers are to remain open for acceptance, valid and binding until close of business on the last day of the period so calculated. Should this last day fall on a Saturday, Sunday or Public Holiday, the bid will remain open for acceptance, valid and binding until close of business on the first business day following such Saturday, Sunday or Public Holiday.

12. **Closing of Bids.** Bids close at the time and date indicated in the bid documents. Extension of the closing date may be granted if circumstances justify this action. The closing date is normally extended only if there is sufficient time to publish an amending notification before the original closing date.

13. **Lodging of Bids.** Concerning the lodging of bids the following shall apply:



- a. **Receipt.** Bids shall be lodged to ensure their actual receipt at the address before the closing time specified and in accordance with the directives in the bidding documents.
- b. **Envelope.** Each bid shall be addressed according to the directives in the bidding documents and shall be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope.
- c. **Copies.** Unless specifically provided for in the bid invitation, no bids forwarded by e-mail, telegram, telex, facsimile or similar apparatus will be considered. Photostat copies of bids or photostat copies of faxes, signed in ink after being photostatted, will be accepted as valid bids.
- d. **Samples.** Bids shall not be included in packages containing samples as such bids may be rejected as being invalid.
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15. **Opening of Bids.** Bids are opened in public as soon as practicable after the closing time and the names only of the bidders are read out, if so requested, at the time of opening the bids.
16. **Late Bids.** Bids are late if they are received at the address indicated in the bid documents after closing time. A late bid shall be kept by the Department and only opened if no bid or no suitable bid was received by the closing time. If acceptable bids were received before the closing time, the late bid will not be opened or admitted for consideration and where practicable shall be returned unopened to the bidder accompanied by an explanation.
17. **Consideration of Bids.** During the consideration of bids the following applies:
- a. **Bids Considered.** All bids correctly lodged are taken into consideration.
- b. **Position of Bidder.** The financial standing of bidders and/or their ability to manufacture or to supply goods or to render a service may be examined before their bids are considered for acceptance.
- c. **Comparative Prices.** In comparing bids, the prices are brought to a comparative level by deducting unconditional discounts, preferences and other benefits and adding delivery and other costs as applicable and bringing implied contract price adjustments into account. Non-firm bid prices are adjusted in accordance with the assessed contract price adjustments implicit in the non-firm prices. Where a range of delivery periods is quoted, the worst implied delivery period is used when calculating the comparative prices.
- d. **Preferential Point System.** Where bidding documents include documents relating to a preferential point system, the required calculations will be made and



comparison of bids done on the basis of points earned through the preferential point system.

- e. **Adjustments to Prices.** The department reserves the right to rectify any incorrect calculations made by the bidder, but no adjustments may be made to the input figures.
  - f. **Compliance to Specification.** Bids will be evaluated to establish compliance to product or service specifications, with due consideration to alternative offers and/or deviations to specification.
  - g. **Evaluation Criteria.** Where bidding documents include evaluation criteria relating to functionality, for example bidder's capability, bidders profile, etc, the required calculations will be made and comparison of bids done on the basis of points earned.
  - h. **Negotiations.** Unless otherwise stated in the bid documents, no negotiations will be entered into.
  - i. **Communication with Bidders.** The Department may request clarification on information regarding any aspect included in the bid, which the bidder is to supply by the indicated date.
18. **Award of bids.** After prices have been brought to a comparative level and/or points calculated according to a preferential points system, the bid will be awarded considering the following order of priority:
- a. If the preferential point system is applicable, normally to the bidder with the highest points, unless reasonable and justifiable grounds exist for passing over the bidder with the highest points. In the event of equal bids, the award is according to the relevant regulation.
  - b. If the preferential point system is not applicable, normally to the bidder with the lowest bid in the case of purchases by or services to the Department, or highest bid in respect of sales, unless reasonable and justifiable grounds exist for passing over the bid with the lowest bid in the case of purchases by or services to the Department, or highest bid in respect of sales. In the event of equal bids, the award is according to the following order:
    - i. Bidders offering firm bid prices as well as firm delivery periods.
    - ii. Supplies provided and services rendered from resources available within the Republic.
    - iii. Supplies and services from points nearest to the centres at which delivery is required.
    - iv. All things still being equal, the award shall be decided by the drawing of lots.
  - c. The Department is not obliged to accept the lowest or any bid



- d. The Department may, where a bid relates to more than one item, accept such bid in respect of any specific item or items and also accept part of the specified quantity of any specific item or items.

19. **Quantities Other than Specified.** The Department may increase or decrease the quantities reflected in the bids, but will do so after consultation with the bidders that responded to the invitation to bid.

20. **Bidder's Incorrect Information.** Where a contract has been awarded on the strength of information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Department may, in addition to any other legal remedy it may have

- a. recover from the contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract; and/or
- b. cancel the contract and claim any damages which the Department may suffer as a result of having to make less favourable arrangements.

21. **Notification of Acceptance.** Successful bidders are notified by registered or certified mail of the acceptance of their bids, either through a contract form or by official departmental order forms.

22. **Furnishing of Bid Results**

- a. The following particulars of the successful bidders are normally published in the Government Tender Bulletin for general information:
  - i. Name.
  - ii. The price and delivery basis.
  - iii. The brand name of the product or the name of the manufacturer, if applicable.
  - iv. Where applicable, the preference percentages claimed.
- b. Bids are not available for perusal by the public, but, at the written request of a bidder or interested party, the names and addresses of all bidders may be furnished over and above the information published in the Government Tender Bulletin.
- c. Requests for any further information will be treated as provided for by law.

23. **Amendment or Withdrawal of Bid.** If a bidder amends or withdraws his bid after the closing time and within the validity period or extended validity period, he shall reimburse the Department any damages if a less favourable bid is accepted or less favourable arrangements are to be made.

24. **Failure to Comply.** Where bidders fail to comply with any of these conditions, the Department reserves the right to invalidate bids received.

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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

**July 2010**



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

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

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

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

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

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

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

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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



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

**16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## 22. Penalties

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

## 23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

**25. Force  
Majeure**

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

**26. Termination  
for insolvency**

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

**27. Settlement of  
Disputes**

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

**28. Limitation of  
Liability**

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)