



INVITATION TO BID

BID NUMBER : SANAS/ADVMARKETING/2022-23/03

BID DESCRIPTION : APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER SPECIALISED COMMUNICATION SUPPORT, ADVERTISING AND MARKETING SERVICES FOR A PERIOD OF THIRTY - SIX (36) MONTHS

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER SPECIALISED COMMUNICATION SUPPORT, ADVERTISING AND MARKETING SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.	
ISSUED BY:	South African National Accreditation Systems: Supply Chain
ADVERTISEMENT DATE:	16 May 2022
CLOSING TIME AND TIME:	08 June 2022 @ 11:00
TENDER DOCUMENTS:	Not for sale. Copies of the bid documents are obtainable from SANAS website: www.sanas.co.za and on the e-Tender portal of the National Treasury website, www.etenders.gov.za
BID VALIDITY PERIOD:	<p>90 business working days from closing date.</p> <p>Bidders are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Bidder (s), the validity of the successful Bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p>
SUBMISSION OF BIDS	<p>Sealed bids clearly stating the name of this bid and number must reach the offices of the SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS), located at Libertas Office Park, corner Libertas and Highway Streets, Equestria, Pretoria, 0184, by 11:00 on 08 June 2022</p> <p>Tender document shall be submitted as one (1) hard copy (containing envelope / folder containing the original technical proposal and one (1) USB stick containing the original proposal.</p>

	<p>The tender box will only be available for the depositing of proposals between 08:00 and 16:30 Mondays to Fridays excluding public holidays.</p> <p>Please note that this RFB closes punctually at 11:00 on 08 June 2022. No late submissions will be considered under any circumstances.</p> <p>SANAS shall not disclose any details pertaining to the responses received, to any other participant(s), as this is regarded as confidential information.</p> <p>Envelope must not contain documents relating to any RFB other than the one referred to in this RFB.</p> <p>The responses to the RFB will be opened immediately after 11:00am on 08 June 2022.</p>
CONTACT PERSON:	Zanele Ngwenya
TELEPHONE:	(012) 740 8535
E-MAIL:	zanelen@sanas.co.za

THE FOLLOWING PARTICULARS MUST BE FURNISHED

BIDDING STRUCTURE

Indicate the type of Bidding/Bidding Structure by marking with an 'X'	
Individual Bidder	
Joint Venture	
Consortium	
With Sub-Contractors	
Other	

If Individual:	
Name of Bidder	
CSD MAAA number	
Tax reference number and PIN	
ID number	

Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
Fax Number	
Cell Number(s)	
E-mail Address	
Postal Address	
Physical Address	

If Joint Venture or Consortium, indicate the name/s of the partners:	
Company Name	
CSD MAAA number	
Tax reference number and PIN	
Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
E-mail Address	
Fax Number	
Postal Address	
Physical Address	

HAS A TAX COMPLIANT STATUS REPORT BEEN SUBMITTED FOR CONSORTIUM, JOINT VENTURE AND/OR SUB CONTRACTORS	
YES	NO

<p align="center">PLEASE INDICATE THE TYPE OF YOUR COMPANY E.G. PRIVATE COMPANY OR CLOSED CORPORATION OR OTHER</p>	
<p>Indicate the Type of Company</p>	

SIGNATURE OF BIDDER:

..... DATE:

.....
CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....
INITIALS AND SURNAME

NOTICE TO BIDDERS

This tender is issued in terms of the Public Finance Management Act 1 of 1999 (PFMA), the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA) and Supply Chain Management Regulations issued by the National Treasury and BBBEE Act.

Parties that wish to submit proposals are required to indicate that they are willing to accept the General Conditions and SANAS requirements and procedures.

On the last page of this document the bidder needs to declare and indicate that they have read and understood the document in full.

Faxed, emailed bids will not be accepted, only hand delivered, and couriered proposals will be accepted. **One (1) hard copy (containing 1 envelope / folder containing the original technical proposal) and one (1) USB stick containing all original documents will be accepted once delivered to the SANAS premises before the closing date / time.**

TERMS OF REFERENCE

BID DESCRIPTION: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER SPECIALISED COMMUNICATION SUPPORT, ADVERTISING AND MARKETING SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

BID NUMBER: SANAS/ADVMARKETING/2022-23/03

1. PURPOSE

The purpose of this document is to invite suitably interested qualified bidders to submit their tenders to provide specialised communication support, advertising and marketing services for a period of thirty-six (36) months.

2. BACKGROUND

The Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice, Act No. 19 of 2006, recognises SANAS as the only National Accreditation Body for the Republic of South Africa for conformity assessment, calibration, monitoring of Good Laboratory Practice, and to provide for matters connected therewith.

SANAS is a Section 3A Public Entity for purposes of the Public Finance Management Act (PFMA), 1999 (Act No. 1 of 1999) (as amended by Act No. 29 of 1999).

The Service Provider selected by SANAS will have significant expertise in the areas necessary to meet the needs and requirements set forth in this Terms of Reference, including, without limitation, the ability to provide innovative solutions and introduce SANAS to new opportunities.

Through this tender process, SANAS desires to enhance service efficiency and minimize costs and risk, while at the same time providing the Service Provider with the incentive to successfully perform based on the operational parameters set in this tender document.

3. OBJECTIVES

The primary objective of this Terms of Reference (TOR) is to appoint a panel of five (05) suitably qualified and experienced bidders on rotational basis to render specialised communication support, advertising and marketing services for a period of thirty-six (36) months event services in order to:

- (a) Raise awareness of SANAS and its mandate to the stakeholders;
- (b) Improve recognition of the SANAS brand;

- (c) Enhance SANAS media presence and stakeholders relations;
- (d) Positively influence all stakeholders.

4. SCOPE OF WORK

The scope of work includes:

4.1 Marketing services (Including branding and advertising)

- 4.1.1. Media buying (below, above and through the line advertising)
- 4.1.2. Conceptualisation and production of advertising and marketing material (for television, radio, print, outdoor and on-line)
- 4.1.3. Photography and videography (e.g. content animation)
- 4.1.4. Promotional material:
 - 4.1.4.1. Creative development of concepts
 - 4.1.4.2. Branding and graphic design
 - 4.1.4.3. Copywriting and editing
 - 4.1.4.4. Production and printing

4.2. Marketing strategy and implementation

- 4.2.1. Media relations, briefings and interviews
- 4.2.2. Digital strategy and implementation
- 4.2.3. Crisis and Reputation Management PR support.
- 4.2.4. Social media management:
- 4.2.5. Content development
- 4.2.6. Response handling

4.3. Advertising

- 4.3.1. News dissemination (through all media, for example Print Media, Television, Radio and other identified mediums)
- 4.3.2. Integration and coordination of PR activities with other marketing functions
- 4.3.3. Monitoring and reporting

4.4. Communication Services and support

- 4.4.1. Corporate Communication Plan
- 4.4.2. Development of corporate communication channels
- 4.4.3. Content development for corporate communication channels

4.4 Event Services

- 4.4.1. Event design, coordination, management and hosting (including, large scale national and community events)
- 4.4.2. Technical production
- 4.4.3. Strategic event marketing
- 4.4.4. Conferences, exhibitions, collaborations and national roadshows

5. SPECIAL CONDITIONS

- The service provider must demonstrate their reputation, knowledge and expertise in line with the terms of reference.
- Below are the special conditions to this bid:
 - All intellectual proprietary rights emanating from this project will vest with SANAS.
 - The service providers will be selected from the panel on quotation basis and rotated to ensure a fair opportunity to all as and when a service is required.
 - SANAS reserve the right to negotiate prices quoted.
 - All working paper files (e.g. video, photograph, design and layout etc.) shall become the property of SANAS, and must be delivered to SANAS on conclusion of the project.
 - Travelling costs and time spent or incurred between the service provider offices and SANAS or home and office of the consultant including their staff shall not be for the account of SANAS.
 - Payment will be strictly based on approved deliverables and time spent on the actual projects, not on engagements with SANAS.
 - The service provider must not bill SANAS for any unproductive or duplicated time spent on any assignment, for any reason, including as a result of staff changes.
 - SANAS reserves the right not to appoint any bidders whose prices are not market related.
 - Should the resource provided by the preferred bidder to render services to the SANAS resign etc. the appointed bidder shall be expected to replace the resource with similar skills.

6. DURATION OF THE CONTRACT

The duration of the contract is anticipated to run for a period of three years commencing on the date of signing of the appointment letter. The Service provider will be expected to sign a Service Level Agreement (SLA).

7. PROPOSAL REQUIREMENTS (SUBMISSION OF PROPOSAL)

Service providers must submit their responses in accordance with the response format specified:

- a) The technical proposal must be submitted in the prescribed format. Standard bidding documents and terms of reference should be filled in ink (**not re-typed**).
- b) Tender document shall be submitted as one (1) hard copy (containing 1 envelope / folder containing the original technical proposal and one (1) USB stick containing the original proposal and same information.
- c) Service providers are required to use the one envelope system, containing the technical proposal labelled Technical proposal.
- d) Bidders to include supplier number (MAAA number) and unique code from National Treasury as proof that the supplier is registered on CSD).

- e) Cover Page: (the cover page must clearly indicate the bid reference number, description and the service provider name).
- f) The service provider must demonstrate their reputation, knowledge and expertise in line with the terms of reference.
- g) The name of an individual who would be responsible for assigning and supervising services provided to SANAS pursuant to any agreements entered into following this RFB process.
- h) A Joint Venture agreement signed by all parties in case of a Joint Venture / Consortium submission (if applicable),
- i) Valid tax compliance status report with PIN
- j) Fully completed and duly signed Standard Bidding Documents (SBD) Form documents supplied with these Terms of Reference
- k) All Prices must include VAT upon appointment of each project.

8. NOTES TO BIDDERS

- a) SANAS will not be liable to reimburse any costs incurred by the bidder during the bidding process.
- b) SANAS will establish a Bid Evaluation Committee to review all the responses received.
- c) Bid Evaluation Committee will carry out evaluation of bidders. The SCM will, if necessary, contact bidders to seek clarification of any aspect of the bid.
- d) Bidder acknowledges that the responsibility for a working solution lies solely with them, not with SANAS, and that any additional costs over and above the RFB amount required to arrive at a working solution (i.e. a non-compliant or incomplete solution was offered) will be for the account of the bidder.
- e) Bid documents should be presented to SANAS marked "Provision of specialised communication support, advertising, and marketing services for a period of thirty-six (36) months.
- f) Bidder commits to implement and follow all contract conditions and specifications as agreed to in the contract. This includes all technical and solution requirements listed in the bid document, including up-to-date technical specifications.
- g) Service providers should disclose subcontractors partaking in this contract and submit evidence of the relevant expertise. The subcontractors partaking in the actual implementation must be the same as in the tender proposal.
- h) Bidders should identify any work they are currently carrying out or completing which could cause a conflict of interest and indicate how such conflict could be avoided.
- i) CSD report or supplier number (MAAA number) from National Treasury as proof that the supplier is registered on CSD).
- j) Bids submitted will not be revealed to any other bidders.
- k) All information pertaining to the SANAS obtained by the bidder as a result of participation in this bid is confidential and must not be disclosed without written authorization from the SANAS.
- l) The General Conditions of Contract (GCC) must be signed or initial on each page by the bidder as included in the bid document.

- m) SANAS will not award the bid to any prospective bidder who has not registered on the Central Database Supplier (CSD) as regulated until they are registered on the CSD.
- n) SANAS reserves the right not to accept any bids, which does not comply with the specifications, and conditions set out in the bid documents.
- o) In cases where a bidder will be sub-contracting, proof of documentation for the subcontractor should be submitted as well i.e. company registration documents sub-contracted company.
- p) SANAS reserves the right to award the bid in part or as a whole.
- q) The SANAS reserves the right:
 - r) To cancel award at any time;
 - s) Not to accept any bids;
 - t) To contact any bidder during evaluation period, to clarify information only, without informing any other bidder.

9. REASONS FOR DISQUALIFICATION

- 9.1 SANAS will disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder:
 - 9.1.1 bidders who submit incomplete information and documentation according to the requirements of this RFB document;
 - 9.1.2 bidders who submit information that is fraudulent, factually untrue or inaccurate information;
 - 9.1.3 bidders who receive information not available to other potential bidders through fraudulent means;

10. EVALUTION PROCESS OF BIDS RECEIVED-THE EVALUATION OF PROPOSAL WILL BE DONE IN TWO (02) STAGES.

10.1 Stage 1: Submission of all administrative compliance documentation-The evaluation of the administrative compliance requirements is indicated below.

- a) All proposals received will be examined to determine compliance with RFB requirements and conditions (completion and attachment of compulsory documents). The Tenderer should be able to provide all the relevant information required in the bid document which will include but not limited to

A. Tenderers who do not adhere to those criteria listed a PRE-QUALIFIER, will be disqualified immediately.

No.	Responsiveness Criteria	Prequalifying Criteria	Compliance with required documents
1.	Adherence in submitting Tender as one. Folder - Technical proposal	Pre-Qualifier	
2.	Company Registration Documentation/ copies of bidder's CIPC company registration documents listing all members with percentages, in case of a CC.	Pre-Qualifier	
3.	Certified ID Copies of Company Directors/ Partners / Trustees (whichever is applicable).	Pre-Qualifier	
4.	<ul style="list-style-type: none"> Registered on Central Suppliers database (CSD) of National Treasury. (For registration information, go to https://secure.csd.gov.za) Copy of CSD report OR MAAA Number as proof of CSD Registration. 	Pre-Qualifier	

B. Tenderers who do not adhere to the indicated response time for clarifications requested by the SANAS will be deemed to be non-responsive and their submissions will not be evaluated further

No.	Name of Administrative Required Document	Clarification Time	Applicable to this Tender (Y/N)
1.	<p>Fully completed and duly signed SBD forms and Standard conditions of tender as required, must be submitted.</p> <ul style="list-style-type: none"> SBD 1 Invitation to Bid SBD 4 Declaration of Interest. SBD 7.2 Contract Form (to be completed in duplicate). General Condition of Contracts (all pages initialled). Terms of references (all pages initialled) 	48 hours	Y
2.	<p>Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification:</p> <p>N.B - Bidder must be fully registered & tax compliant in order to do business with the SANAS.</p>	7 Working days	Y

10.2 Stage 2: Evaluation of Proposal: Functionality Requirements

- a) The evaluation of the functional requirements are as follows:
- ❖ Bidders must attain a minimum of **70 points** out of 100 points or more to be included in the panel, the five (5) top suppliers who scores the highest in points will form part of the panel.
 - ❖ Only Bidders that have complied to the administrative requirements on (Stage 1) will be evaluated on functionality.
 - ❖ The Bidder's information will be scored according to the following points system:

10.3 Functionality Criteria (Stage 02)

10.3.1 The functional section below constitutes the functional evaluation for all advertising and marketing bidders to be included in the database of five (05) specialised suppliers to be appointed on rotational basis to render specialised communication support, advertising and marketing services for a period of thirty-six (36) months.

Suitable service provider must demonstrate capacity and competence to execute this project by complying with the functionality criteria Table below:

Evaluation Criteria for Functionality is as Follows:

Table 1: STAGE 2 - Functionality Criteria

No	Criteria	Maximum points
1	<p>COMPANY EXPERIENCE:</p> <p>Service providers should have relevant experience in communication support, advertising and marketing services</p> <p>Experience will be evaluated in line with the information contained in the company profile and all supporting documents</p> <ul style="list-style-type: none">• Less than 3-year experience = 0 points• 3 to 6 years = 15 points• 7 years and above = 30 points	30

2	<p>COMBINED TEAM EXPERIENCE: The bidder must provide CV's as well as certified copies of qualifications for the team members that will be working on the project(s). The CV's must detail qualifications and relevant years of experience. The combined team's relevant years of experience must also be detailed in the submission.</p> <ul style="list-style-type: none"> • Combined relevant Team experience of less than 4 years = 0 points • Combined relevant Team experience of 4 to 6 years = 15 points • Combined relevant Team experience of 7 years and above = 30 points 	30
3	<p>Provide three or more reference letters for similar project done within the period of four (4) years in line with the required services under the scope of work.</p> <ul style="list-style-type: none"> • Less than 3 detailed reference letters = 0 • 3 or more detailed reference letters = 05 <p>The letters, not older than four years, must include the contact name, number and email address of the referee and also specify the services rendered.</p>	05
4	<p>Attach evidence of a project undertaken with each of the following sub-categories:</p> <ul style="list-style-type: none"> • Marketing services (Including branding and advertising) • Event Services • Communication and public relation services • Reporting <p>Not all categories provided = 0 points Evidence of all categories provided = 15 points</p>	15
5	<p>Bidders will be required to submit a proposal that includes media strategy and plan to increase awareness, educate applicable audiences on SANAS service offerings. Outline how to deliver on high return of investment (ROI) on media spend</p> <ul style="list-style-type: none"> • No proposal submitted = 0 points • Proposal submitted with no strategy and plan outlining delivery and ROI outlined = 10 points • Proposal with detailed strategy and plan outlining delivery and ROI outlined = 20 points 	20
Total		100
Minimum Threshold		70 points

10.4 DETERMINATION OF COSTS

Bidders shortlisted to be in the panel of SANAS will from time to time be required to submit quotations as and when services are required. SANAS reserves the right to negotiate prices and not to appoint any bidder whose prices are not market related. Quotations will be requested from each bidder at a time from the panel to ensure fairness.

10.5 SUBCONTRACTING

A bidder awarded a contract may only enter into a subcontracting arrangement with the approval of SANAS.

10.6 JOINT VENTURES, CONSORTIUMS AND TRUSTS

- (a) Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. SANAS will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- (b) The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney/resolution letter to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

10.7 LEGAL IMPLICATIONS

It is a requirement that the successful bidders will enter into a service level agreement (SLA) with SANAS.

10.8 COMMUNICATION

The communication between SANAS and bidders is permitted prior to the closing date of the tender, such communication including queries and responses will be uploaded daily on the SANAS website in the procurement section, if required.

10.9 LATE BIDS

Bids received at the address indicated in the bid documents, after the closing date and time will not be accepted and where applicable, be returned unopened to the bidder.

10.10 PAYMENT TERMS

SANAS undertakes to pay valid invoices in full within 30 (thirty) days from receipt of invoices for work done to its satisfaction. No payment will be made where there is outstanding information not submitted by the

supplier. No upfront payment to a successful service provider will be made. Payment will only be made in accordance to the delivery of service that will be agreed upon by both parties and upon receipt of an original invoice.

10.11 DURATION

The Service Provider will be appointed for a period of thirty-six (36) months subject to annual reviews.

10.12 TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is an absolute requirement that the taxes of the successful bidder **MUST** be in order, or that suitable arrangements must have been made with SARS. **Bids received with a non-compliant status will be disqualified when they fail to update the Tax Status within 7 days.** Bidders are required to supply a valid Tax Compliance Status (TCS) PIN for verification purposes.

10.13 QUALITY ASSURANCE REVIEWS OF WORK

The successful bidder shall ensure that all work conforms to a signed Service Level Agreement.

10.14 AUTHORISED DELEGATE(S)

Nothing as stipulated in these terms of reference may be amended without the written confirmation of SANAS.

10.15 RESPONSE FORMAT (SUBMISSION OF PROPOSAL)

- a) Service providers shall submit their responses in accordance with the response format specified:
- b) The proposal must be submitted in the prescribed format. Standard bidding documents attached with terms of reference should be filled in (**not re-typed**).
- c) Tender document shall be submitted as one (1) hard copy (containing 1 envelope / folder containing the original technical proposal and one (1) USB stick containing the original proposal
- d) Service providers are required to use the one -envelope system, whereby the Technical proposal will be placed in one envelope.
- e) Cover Page: (the cover page must clearly indicate the bid reference number, description and the service provider name)
- f) **BID DOCUMENTS CHECKLIST AND DECLARATION:** The contents of the bid/tender document must be as follows, and numbered as per the numbering below, with each schedule punched, placed in a file and separated from the next schedule with a file divider. The original proposal and a USB containing an electronic copy **MUST** contain the same tender document including pricing.

Bidders hereby indemnify that the submission in the hard copy, USB includes all the documents listed below, please complete the checklist below to verify your submission of the relevant documents:

TECHNICAL PROPOSAL) – ENVELOPE			
Original proposal and electronic copy on a USB.			
SCHEDULES	DESCRIPTION		
Schedule 1	Bidding Documents as follows:	Submitted Indicate with an X	Not Submitted Indicate with an X
❖	General Condition of Contracts (all pages initialed).		
❖	Original or Certified Copies of Company registration documents.		
❖	Certified ID Copies of Company Directors/ Partners / Trustees (whichever is applicable).		
❖	Registered on Central Suppliers database (CSD) of National Treasury. (For registration information, go to https://secure.csd.gov.za		
❖	Copy of CSD report OR MAAA Number as proof of CSD Registration.		
❖	Tax compliant status report (with (PIN)		
Schedule 2	Fully completed and duly signed SBD forms	Submitted Indicate with an X	Not Submitted Indicate with an X
❖	SBD 1 Invitation to Bid		
❖	SBD 4 Declaration of Interest.		
❖	SBD 7.2 Contract Form (to be completed in duplicate).		
Schedule 3	Technical Proposal/methodology (including all relevant information per evaluation matrix and scope of services, including but not limited to:	Submitted Indicate with an X	Not Submitted Indicate with an X
❖	Bidders Company Profile.		
❖	Technical responses, supporting documents for technical evaluation.		
❖	The bidder must specify the delivery timeframe on the bid document.		
❖	Terms of references (all pages initialed)		

11. DISCLAIMER

SANAS reserves the right not to appoint a service provider. SANAS reserves the right to:

- Award the contract or any part thereof to one or more service providers.
- Reject all bids.
- Decline to consider any bids that do not conform to any aspect of the bidding process.
- Request further information from any service provider after the closing date, for clarity purposes.
- Cancel this bid or any part thereof at any time.

12. ENQUIRIES

All communication and attempts to solicit information of any kind relative to this Request for Bid (RFB) should be channeled in writing to:

Name: Zanele Ngwenya

Telephone Number: Office: 012 740 8535

Email address: ZaneleN@sanas.co.za

I, the undersigned (full name)

.....
Certify that over and above the table above, the information provided is true and correct, and understood the above document in full.

SIGNATURE

Date

Name of Bidder.....

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SANAS/ADV MARKETING/2022- 23/03	CLOSING DATE:	08 JUNE 2022	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER SPECIALISED COMMUNICATION SUPPORT, ADVERTISING AND MARKETING SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

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

LIBERTAS OFFICE PARK					
305 Highway Street, Cnr Libertas and Highway Streets					
Equestria					
0184					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			

		NAME:	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
1 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]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
3 SIGNATURE OF BIDDER	4 DATE	
5 CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
6 TOTAL NUMBER OF ITEMS OFFERED		7 TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	PROCUREMENT	CONTACT PERSON	ZANELE NGWENYA
CONTACT PERSON	ZANELE NGWENYA	TELEPHONE NUMBER	012 740 8535
TELEPHONE NUMBER	012 740 8535	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	zanelen@sanas.co.za

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. **BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
- 1.4. **WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES

☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Company: SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM

Contact Person: Zanele Ngwenya

Tel: (012) 740 8535

E-mail address: zanelen@sanas.co.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its

sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

**25. Force
Majeure**

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

34 Prohibition of Restrictive practices

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.

- 34.1 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.

- 3.4.3 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.