



an agency of the
Department of Sport, Arts and Culture

TENDER NO: FP 19/2021HK

NAME OF BIDDER:

CSD NUMBER:

Prepared by:
Freedom Park
Cnr Koch & 17th Ave
SALVOKOP
PRETORIA
0001
Tel: 012 336 4000

BID CLOSES 11:00AM

DATE: 09 DECEMBER 2021

Only bidders registered on the central supplier database and with CSD Number will be considered for this tender as it is a requirement from National Treasury

BIDS ARE HEREBY INVITED FROM SUPPLIERS FOR THE FOLLOWING BID:

BID NO	DESCRIPTION	DEPART.	CONTACT PERSON	COMPULSORY BRIEFING SESSION	CLOSING DATE
FP19/2021HK	Appointment of a service provider for Audio visual, Lighting, Electrical works, touch screens and basic software for the 700 ² exhibition space at Gallery of Leaders at Freedom Park	Heritage & Knowledge	Edward Buthelezi	24 November 2021 @ 11:00 am	09 December 2021 @11:00 am

BID DOCUMENTS CAN BE DOWNLOADED FROM THE FREEDOM PARK WEBSITE

www. Freedompark.co.za and e-tender portal

SERVICE PROVIDER ARE TO COMPLY WITH FREEDOM PARK COVID 19 MEASURES BEFORE ENTERING THE SITE

Each Tender shall be enclosed in a sealed envelope, bearing the correct identification details, and shall be placed in the tender box located at
Freedom Park Administration Building
Cnr Koch & 7th Avenue
SALVOKOP
PRETORIA, 0001

Technical enquiries must be forwarded to: Ms Lauren Marx, Tel 012 4077 4149 or e-mail to lauren@freedompark.co.za/sandile@freedompark.co.za

Supply Chain enquiries: Mr Edward Buthelezi, Tel 012 336 4003, e-mail edward@freedompark.co.za

Bids will remain valid for a period of 120 days after the closing date

Bids received after the closing date and time will not be considered. Freedom Park does not bind itself to accept the lowest or any other bid in whole or in part

SPECIAL CONDITION ON LOCAL CONTENT:

Electrical and telecom cables 90%
Steel 100 %
Plastic Pipes 100%

THIS BID IS OPEN TO ALL EME'S AND QSE'S WITH BBBEE LEVEL CONTRIBUTOR INDEX

NO	DETAILS	DOCUMENT
	VERY IMPORTANT NOTICE OF DISQUALIFICATIONS	
	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
1	Scope of Work	
2	Pricing data	
3	Evaluation criteria	
4	Bid requirements	
5	Pricing schedules	SBD3.3
6	Invitation to Bids	SBD 1
7	Tax Clearance Certificate	SDB 2
8	Declaration of Interest	SBD 4
9	Preference points claimed form	SBD 6.1
10	Declaration: Local Content	SBD 6.2
11	Declaration of Past Supply Chain Management practice	SBD 8
12	Certificate of Independent Bid Determination	SBD 9
	LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF BID DOCUMENT (NEATLY BINDED WITH ANNEXURES)	
	Company Registration Certificate	
	Copy or original of valid tax Clearance Certificate or Unique Pin	
	BBBEE Certificate	
	CSD Report	
	Comprehensive proposal that responds to functionality	
	<i>Government Procurement General Conditions of Contract</i>	

VERY IMPORTANT NOTICE OF DISQUALIFICATIONS

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the Freedom Park or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - (a) Who is in the service of the state, or;
 - (b) If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state;
 - (c) Who is an advisor or consultant contracted with the Freedom Park in respect of contract that would cause a conflict of Interest?
7. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector
8. Bid offers will be rejected if the bidder has abused the Freedom Park Supply Chain Management System.
9. Failure to complete and sign the certificate of independent determination or disclosing of wrong information.

Failure to submit the above will lead to immediate disqualification

Bidder Signature (compulsory)

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable.)

COMPANY /PARTNERSHIP /ONE-PERSON BUSINESS / CLOSECORPORATION/ JOINT VENTURE

A. COMPANIES

If the bidder is a company, a certified copy of the resolution of the Board of Directors, personally signed by the chairperson of the board, authorizing the person to signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the board of Directors on.....20....., Mr. / Ms

.....has been duly authorized to sign all documents in connection with

BID NO: **FP 19/2021 HK**

SIGNED ON BEHALF OF THE COMPANY:

.....

IN HIS CAPACITY AS:

.....

DATE:

.....

SIGNATURE OF

SIGNATORY:

WITNESSES:

1.

.....

2.

.....

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....		
.....		
.....		

We, the undersigned partners in the business trading as

Hereby authorize to sign
this bid as well as any contract resulting from the bid and any other documents
and correspondence in connection with this bid / or contract on our behalf.

..... Signature	 Signature	 Signature
..... Date	 Date	 Date

C. ONE-PERSON BUSINESS

I, the undersignhereby confirm that I am the
sole owner of the business trading as.....

.....
Signature Date

D. CLOSE CORPORATION

If the case of a close corporation submitting a bid, a certified copy of the founding Statement of such corporation shall be included with the Bid, together with a resolution by its members authorizing a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the members at the meeting on the200.....at
.....Mr. / Mswhose signature appear below,

has been duly authorized to sign all documents in connection with

BID NO.

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

.....

IN HIS / HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES:1

2.....

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize

Mr. /Ms....., authorized

signatory of the company....., acting in the capacity of lead partner,
to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

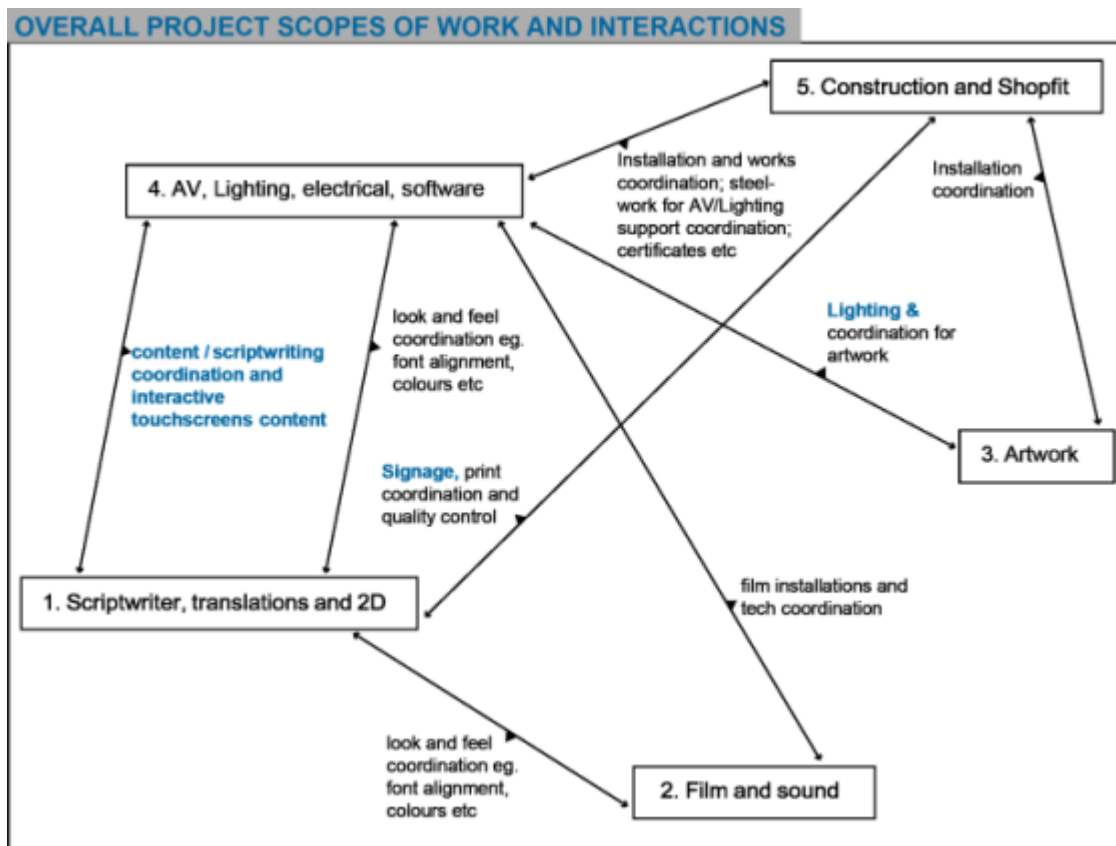


Appointment of a service provider for the Audio Visual, Lighting, Electrical works and, touch screens and basic software

1. SCOPE OF WORK

- Freedom Park invites tenders from Established AV and LIGHTING HARDWARE service providers, for the associated works required in the 700m² of exhibition / museum space in the Gallery of Leaders. Service providers with experience in exhibition multi-media displays, AV and Lighting hardware sourcing and installation for heritage or exhibition projects should apply. The project aims to establish the Gallery of Leaders as an internationally acclaimed tourist and heritage destination with an unprecedented level of quality and design.
1. The Gallery of Leaders exhibition design has been completed and the project is required to move into a production phase. There are 5 separate scopes of work for The Gallery of Leaders. Even though these scopes of work are separate, it is beneficial to understand the overall scopes of work required to complete the Gallery of Leaders exhibition production, and to see how each separate successful bidder's scope of work would be required to interact with the other scopes of work, in order to effectively implement and complete the project.

Refer to the scopes of work organogram below:



1.1 SCOPE OF WORK: AV, LIGHTING & ELECTRICAL WORKS, TOUCHSCREENS AND BASIC SOFTWARE (ALL BRAND USED SERVICE PROVIDE MAY PROVIDE SIMILAR OR EQUIVALENT)

General Scope of work covers the following areas:

1.1.1 AV and Lighting Scope:

- To supply, install and commission all Audio-Visual, Lighting and Control Hardware, with professional recommendations for implementing cost-effective technology solutions.
- To supply and install all cabling and cable reticulation for data and power from the Main 12U cabinet to all displays/lights in the field.
- To supply all necessary electrical design, electrical work and reticulation and all necessary electrical certificates of compliance required in order to extend the power from existing supply to the installed hardware systems so as to power the exhibition. This should include the following:
 - Correctly sized circuit breaker on the existing DB
 - Correctly sized supply cable and approximate length
 - Trunking required for cable containment
 - Distribution board which includes Isolator, circuit breakers, surge arrestors, contactors, relays/timers etc.
- To load and programme video servers with supplied content.

- To load and programme Touchscreen PCs with supplied content and to supply sound for Touchscreens.
- To program Show Control system.
- To provide and install an intelligent Smart Switch, cost-effective networking solution.
- To provide staff training (end-users and IT department) and operation manual upon handover.

1.1.2 Interactive Touchscreens Scope:

- Touchscreens with PCs, basic software, brackets, fixings and studio soundbars.
- Ensure front-end user experience and systems for the touchscreens.
- Enable the audio-visual display of the supplied exhibition content through the interactive Touchscreens in the 700m2 exhibition space, to enhance the visitor engagement experience around the subject of leadership.

1.2 SCOPE DETAILS:

- AV & LIGHTING HARDWARE AND INSTALLATION:
 - General Information:
 - 1.2.1.2 The service provider must present demonstrable experience in exhibition multi-mediadisplays, AV and Lighting hardware sourcing and installation for heritage or exhibition projects, along with professional recommendations for smart, cost-effective technology solutions for the 700m2 exhibition space.
 - 1.2.1.3 In terms of the Audio Visual and Lighting requirement for this space, there are 6 distinct exhibition areas:
 1. Entrance Threshold
 2. Monumental Screen
 3. Alcoves
 4. Central Space
 5. Back Passage
 6. Exit Threshold
 - 1.2.1.4 All equipment to be located in the Main 18U network server cabinet area and all cabling will ~~are~~ be reticulated from there.
 - AV, Electrical and Lighting Scope:
 - To supply, install and commission all Audio-Visual, Electrical works, Lighting and Control Hardware required, with professional recommendations for implementing cost-effective, energy saving technology solutions.
 - To supply and install all cabling and cable reticulation for data and power from Main 12U network server cabinet to all displays/lights in the field.
 - To supply all necessary electrical design, electrical work and reticulation and all necessary electrical certificates of compliance required in order to extend the power from existing supply to the installed hardware systems, so

as to power the exhibition.

- To supply 2x Audio-Visual Distribution Boards to run the equipment on a separate, dedicated circuit from that of the main building circuit with a dedicated circuit breaker, with power sockets and cabling.
- To supply 2x Area Distribution Boards for the main exhibition area power and lighting with a dedicated circuit breaker, with power sockets and cabling.
- To provide a wireless router from which all Audio-Visual equipment is to run.

NOTE: AV SP is to integrate the new AV equipment to the existing internet system.

- To provide Uninterrupted Power Supply (UPS) inline (8 hours), for all Audio-Visual and for all lighting equipment.
 - To provide Touchscreens with basic software and studio soundbars and to load and programme Touchscreens with supplied content.
 - To provide 4K UHD Screens and speakers for the Entrance and Exit Threshold.
 - To provide and install an intelligent Smart Switch, cost-effective networking solution.
 - To provide Projectors and Projector Screens for the Monumental Screen Displays.
 - To programme Show Control system.
 - To provide training of in-house staff (end-users as well as IT department) on operation and troubleshooting as well as provide operation manual upon handover. The AV SP must be available thereafter on a call out fee basis as and when required.
- Hardware details
 - All hardware proposed must adhere to the specific requirements laid out in this document and must be suitable for 24/7 operation, with little or no need for user intervention on a day-to-day basis. Equipment specified should also require minimal maintenance. Only 4K UHD technology based Audio-Visual and E27 energy saving LED lighting products will be approved for the GOL.
 - 4K UHD screens and projectors are to be controllable via Wireless internet connect.
 - The AV SP will supply mounting hardware for all Audio-Visual displays.
 - Entrance and Exit Threshold built in speaker drivers are to have frequency response of 20Hz to 20KHz or better
 - The AV SP should supply amplifiers to be installed in the metalwork housing of the display.
 - The AV SP must ensure that the HDMI extenders are suitable for the distances required. It is also important that the transmitters power the receivers located at the displays via the CAT cable link and that Ethernet is also available at the display over the same cable. ONLY SHIELDED CAT6 or similar(or higher) AND CONNECTORS WILL BE ACCEPTABLE.

- Digital audio is required at each of the 8 “threshold” monitors. This can either be extracted from the display or transmitted via the CAT extenders.
- The Project Management team is to liaise with the AV SP and the SP that is providing the constructed metalwork on the exact method of installation of the LED ribbon lighting. Power supplies are to be located in suitable metal housings positioned under the raised flooring.
- Trussing is aluminum for projectors with cable tidy and management solutions.
- All Interactive hardware to be incorporated into the supplied metalwork.
- Projectors to be laser Light Emitting Diode (LED) latest technology
- Two types of power will be required from the main power distribution board – switched and permanent. Permanent power will be for the Light Crystal Display (LCD's) and Projectors. Switched power will be for the Interactive PC's/displays and LED lighting and audio amplifiers. Switched power will be controlled by the main Show Control system.
- The Main System Controller is to be an integrated solution
- UPS - for all for all LCD's, Projectors and LED lights and all the equipment stored in the Main 18U network server cabinet and to provide power to the electrical contactor coils.
- Original Manufacturing Certification warranty and accreditation for audio-visuals will be requested around the hardware items. In addition, warranty for minimum of five (5) year. The AV Service Provider must be available for free on call-outs within the first twelve (12) months of installation.
- Service provider should provide five (5) year warranty period on all TV screens, multi touch displays, mini PC's, controllers and speakers.
- Light fittings bulbs should have a three (3) year warranty period or not less than 30,000 hours life expectancy.

2. INTERACTIVE SOFTWARE LOADING & PROGRAMMING OF SUPPLIED CONTENT

a. General Information:

2.1.1 Demonstrable experience in the loading and programming of software and supplied content for various interactive platforms is required for this scope of work. The general scope of works includes the following areas:

2.1.2 Touchscreens

- For 5 x Touchscreens with mini PCs

- Software loading, programming and implementation of supplied content for single user Interaction which will play on 5 different touchscreens in the exhibition space related to the Alcove screens - single-user per touchscreen at a time. FP proposes that the same content displays differently across the touchscreens (even though the source content is the same). FP requires that a visitor is to be able to access all content from any of the touch screens, however, each touchscreen is to display different elements for variety and quick access to the fairly deep and wide levels of content. The specific content displayed may provide interaction in the exhibition for the visitor interest as evidenced in subjects that they are touching upon e.g. women leaders, international leaders etc.
- Software loading, programming and implementation of supplied content for singleuser interaction which will play on 1 x touchscreen in the conclusion and exit threshold area of the exhibition. This content is specifically related to Leadership in a contemporary world and leadership in our own lives and communities. FP wants visitors to be able to learn from the iconic leaders and then to relate this to their ownlives, experiences and communities and to continue the conversation around leadership

2.1.3 Database System or similar:

- The database management system is to be user-friendly for the team at FP to make use of.

2.1.4 The system will need to support the following types of content:

- Supplied Film footage: interviews and archives for the leaders:
The films and all content will be provided to the AV SP, however the AV SP will need to save and upload the same for optimal presentation on the touchscreens.
- Supplied written biographies (44 off) – short versions linking to longer versions i.e. Summary content leading to deeper levels of content. The final scripted content is being developed by the appointed SP for that associated principle and will be supplied to the AV SP in an editable format for uploading with the premise that the scriptwriting SP is aware of the importance that this content must be able to be updated and altered by the FP team and that the number of biographies can increaseas additional leaders are added to the GOL.
- Quotes of what people say about the leaders and what the leaders have said themselves (source content supplied by FP)

Sound

- Archival photos (source content supplied by FP; with some additional items that may be supplied by the scriptwriter SP)
- Scanned documents and objects (of which some of these items may require scanning or digitising from original in order to include it on the interactive touchscreens; source content is supplied by FP and services of digitising is by the

appointed SPs for the same and with some additional items may be supplied by the scriptwriter SP).

- Visitor / viewer interactions, activities, comment submissions, polls, etc. which should link to the software system in the exhibition space.
- All content must be searchable.
- FP is to provide content for the interactive Touchscreens.
- Aligning the touchscreens systems to other elements of the exhibition through the Show Control System e.g. allowing items to play automatically depending on the footage playing on the large Screen.
- The AV SP is to ensure a seamless and well-functioning exhibition; on-site installation and testing;
- All software and licenses required for the operation MUST be included for a minimum period of three years.

2.1.5 Service Level Agreement: included in this scope of work the AV SP should provide:

- Training of FP staff (6 x internal superusers as well as 2 x IT department personnel) for operational competency so that they can manage and update as required.
- Coordination to ensure correct functioning of systems.
- The service provider will enter into a Copyright License Agreement with Freedom Park of all material included in this contract

The touchscreen specs are as follows; it is essential that all the software works on the systems:

- 48" Commercial Interactive Multi Touch Displays
- Studio soundbars
- Mini PC's with Windows 10 (or latest technology available) and M.2 SSD storage / HDMI out or similar
- Directional focused audio speakers - to control sound to one person or to a group of people.
- Power Cable - Surfix 1.5mm - one run per Interactive Multi Touch Display or similar
- Ethernet cable - CAT6 - one run per Interactive or similar
- Stereo audio cable

3. Notes on pricing:

- Freedom Park is looking for a total cost of ownership. All costs associated with the equipment, hardware, software, programming, loading, set up, maintenance and operation are to be included here with the standby, maintenance and license fees per the stipulated periods.
- FP requires the AV SP to disclose their call out fee.

4. INTERACTIVE SCOPE OF WORKS & BRIEF TABLE

	Description	Qty
1.	Interactive Touchscreens with basic software, loading and programming in the Alcove area with power sockets and cabling: 48" Commercial UHD Multitouch Dis-plays	4
2.	Touchscreen with basic software, loading and programming in the Exit Threshold or Conclusion area with power socket and cabling: 48" Commercial UHD Multitouch Dis-play FP requires an electronic guestbook database to be added to the software system and visitor functionality for this final touchscreen. The guest book database would need to extract the following info from the visitor: - o Name - o Contact email - o Country visiting from - o Age Group - o Visitor will be asked to rate the visitor experience (the results of which would need to be communicated to various Freedom Park personnel or outputs). - o Visitor's permission to be added to a database for further communications. (Guest wifi will be provided by Freedom Park in the space)	1
3.	All software licensing/upgrades for three (12) months	1
4.	System Documentation Package /Manual x 3	1
5.	On-site training (superusers, end users and IT department)	1

5. BID REQUIREMENTS

Bidders must indicate whether they comply/Not comply with this requirement, where possible bidder must provide supporting documents:

- A comprehensive company profile of the bidder shall be attached as an addendum to the response. The profile shall contain at least the following information. - Company size and structure - A list of current and previous projects with contact details of clients (listing contact name, address, contact number, fax number and e-mail address). This should include the company CV, a detailed portfolio, of not more than 20 pages, of similar projects that includes visuals of the work as well as client name, contact person and telephone number, description of the work, and value of these projects. Freedom Park reserves the right to contact or visit any of the persons on the list in order to obtain information regarding the quality of services provided by the bidder, together with a description of the services rendered to the client. (Submit documents)	Comply	Not Comply
CV's of key personnel with the company that will be deployed for this project. Submit copies)		
Organogram of key personnel for this project (Submit)		
- In addition to profile submission, please also provide a summary table of relevant experience and works completed in the following areas: 3x AV / Lighting Build and Implementation Projects completed by the bidding company 3x Multi-Media / Software loading, programming and implementation projects completed by the bidding company - Include 3x contactable references for any of the above projects Submit)		
A detailed programme must be provided showing a synopsis from the start and completion date related to this scope of work, the critical project path, and any dependencies and risks to the completion date. FP has been aiming at a total of a 6-month programme for all works and there is some urgency to get this project completed as soon as possible, however, FP is aware that there are interdependencies between contractors and in that some of these processes		

may result in variations with the project roll out programme. FP would prefer to receive a realistic programme from the start with a true reflection of time required for this scope of works. This will assist in proper coordination and proper planning. Bidders are to feel free to propose any time-saving and cost saving mechanisms where possible! (Submit programme)		
Once the successful bidders for the scope of work: i.e AV & Lighting, Electrical works & Touchscreens with basic software has been appointed, there will be an opportunity to coordinate with all SPs and relevant stakeholders around a collective programme which will take detailed SP interdependencies into account and from here, updated timeframes will be developed.		
However, the original programmes submitted as part of this bid will be utilised as a basis from which the master programme will be developed. Note: the project costing submitted must be a fixed project cost and not time-based ie. FP will not engage in claims around delays or time extensions.		
Project Methodology and approach. This is specialist multi-disciplinary work and this will require detailed approach and methodology information to be set out. This should include amongst other items a detailed description to situate and detail project phases; requirements; how team members coordinate; client liaison etc.		
- In addition, bidders are required to provide samples of work as follows: - Interactive touchscreen - samples from previous actual work completed. FP would like to see a demonstration of the software in working mode on the touchscreen, by way of a link to a video rather than through simply showing still images of the same. Note: The personnel that produce and implement the various samples must form part of the bidder's team and must be responsible for actual AV & Lighting, Electrical Works and Touchscreens with basic software loading, installation and programming. No changes of the team will be allowed unless with written permission from FP. In the eventuality that the team needs to be changed, FP will require a new sample. (Submit)		
A copy of the latest Audited Financial Statements (Submit)		
FP reserves the right to contact or visit any of the persons on the reference list in order to obtain information regarding the quality of services provided by the bidder, together with a description of the services rendered to the client.		
Prospective service providers should be well established in the provision of AV & Lighting, Electrical Works and Touchscreens with basic software		

loading, installation and programming		
Should provide traceable references		
Service providers should include the cost breakdown for the overall solution		
All works or services to be carried out within the Occupational Health and Safety Act. A Wireman's Licence is required and an electrical certificate of compliance (COC) must be issued for electrical work completion.		

6. Technical Evaluation

Technical Evaluation Criteria = Weighting out of 100 basis points

All bidders are required to respond to the technical evaluation criteria scorecard and provide information/portfolio of evidence that they unconditionally hold the available capacity, ability, experience, financial standing and qualified staff to provide the requisite system, technical and functional support to Freedom Park under this tender.

Bidders will be required to achieve a minimum threshold of 70% in order to meet the criteria. Bidders who do not achieve the minimum threshold, will not be considered further.

Deliverables / Performance Indicators	Weight	Total Points
1. Credentials in Audio Visual & Lighting permanent installations. Provide portfolio of evidence with clear examples of all work relating to the above scope of work. (Evidence must not be older than 36 months). Indicate whether you worked as a primary contractor or as a sub-contractor No Portfolio : 0 Basic Portfolio : 3 Detailed Portfolio : 5	4	20
2. Letters of reference from contactable clients who have benefitted from these services. (Maximum of 3). No Reference = 0 Reference and below: 3 Reference and above: 5		20
3. Methodology: innovative solutions for the AV & Lighting in the Gallery of Leaders. Any new systems/processes/innovative concepts can be put forward that streamline and/or enhance the GoL Exhibition space and in that these have proven cost-savings. No Methodology: 0 Basic Methodology: 3 Detailed Methodology: 5	10	40

4. The AV & Lighting/Electrical Team: Explanation of the bidder's current management capacity including a full company and a Project organogram that depicts the team that will work on the project if awarded, including skill levels and years of experience in AV, Lighting & Electrical industry and projects. No CVs and Organogram: 0 CV of irrelevant personnel + Organogram: 3 CV relevant Personel + Organogram: 5	2	10
5. Work Programme Bidders to submit schematic work programme, detailing deliverables from start to end No Programme: 0 Standard Programme: 3 Detailed Programme: 5	2	10
TOTAL		100

7. BILL OF QUANTITIES

Item	Description	Unit	Qty	Rate	Amount
1	Entrance and Exit threshold - 02 & 07 Supply, deliver to site and install the following items below:				
1,1	Television (TV)				
1.1.1	48" Commercial LED displays with LAN control	No	8		R -
1.1.2	HD Video extenders with POC and Ethernet	No	8		R -
1.1.3	HD Video server - 8 channel synchronised playback	Item	1		R -
1,2	Audio				
1.2.1	Audio amplifiers - low wattage low impedance	No	8		R -
1.2.2	Speakers - driver only 5"	No	8		R -
1.2.3	HD Video cabling - shielded CAT6 with shielded connectors	Item	1		R -
1.2.4	Power cable - surfix 1.5mm - one run per screen	Item	1		R -
1.2.5	LED Ribbon light - warm white - length to suite exhibits	Item	1		R -
1.2.6	Lighting Cabling and Power Supplies	Item	1		R -
1.2.7	Interconnects and other cabling				
1.2.8	Labour including cable, install and set up				
1.2.9	Extra items required for a working system (Specify)				
	a)	Item	1		R -
	b)	Item	1		R -
	c)	Item	1		R -
2	Monumental Screen - 03 Supply, deliver to site and install the following items below:				
2,1	Projectors				
2.1.1	Lampless Projectors Min resolution 1920 x 1080	No	5		R -

2.1.2	Lenses for above: 0,95 - 1.22 : 1	No	5		R	-
2.1.3	HD Video extenders with POC and Ethernet	No	5		R	-
2.1.4	HD Video server - 5 channel synchronised playback	No	1		R	-
2.1.5	Curved truss with radius as per drawings - Prolyte E20D	Item	1		R	-
2.1.6	Custom projector mounts for above truss	Item	1		R	-
2.1.7	Multichannel Audio DSP - 10 Analogue input, 5 out	No	1		R	-
2.1.8	Audio Amplifier - 5 channels - low impedance	No	1		R	-
2.1.9	Loudspeakers - surface mount - 2-way; 8" drivers	No	5		R	-
2.1.10	HD Video cabling - Shielded CAT6 with shielded connectors	Item	1		R	-
2.1.11	Power cable - surfix 1.5mm - one run per screen	Item	1		R	-
2.1.12	Speaker Cable: 2,5mm2 - one run per speaker	Item	1		R	-
2.1.13	LED Flood Lights	No	5		R	-
2.1.14	Lighting Cabling and Power Supplies	Item	1		R	-
2.1.15	Interconnects and other cabling	Item	1		R	-
TOTAL CARRIED FORWARD TO NEXT PAGE					R	-
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					R	-
2.1.16	Labour including cable, install and set up					
2.1.17	Extra items required for a working system (Specify)					
	a)	Item	1		R	-
	b)	Item	1		R	-
	c)	Item	1		R	-
3	Alcove Interactive - 04					
	Supply, deliver to site and install the following items below:					
3.1	Television (TV)					
3.1.1	48" Commercial LED Displays with IR touch	No	5		R	-
3.1.2	Mini P's with MS Windows 13 and SSD storage/HDMI out	No	5		R	-

3.1.3	Directional audio speakers - Soundshower SSHP60x60	No	5		R	-
3.1.4	External amplifier for soundshower - AA-160 Basic	No	5		R	-
3.1.5	Power Cable: Surfix 1.5mm2 one run per interactive	Item	1		R	-
3.1.6	Ethernet Cable: CAT6 - one run per interactive	Item	1		R	-
3.1.7	Stereo audio cable	Item	1		R	-
3.1.8	Interconnects and other cabling	Item	1		R	-
3.1.9	Labour including cable, install and set up	Item	1		R	-
3.1.10	Extra items required for a working system (Specify)					
	a)	Item	1		R	-
	b)	Item	1		R	-
	c)	Item	1		R	-
4	Central Space - 01					
	Supply, deliver to site and install the following items below:					
4.1	Truss and Lighting					
4.1.1	Gobo Lighting Fixture	No	5		R	-
4.1.2	E20D truss mounting hardware	No	5		R	-
4.1.3	Gets and Gobos	No	5		R	-
4.1.4	Power Cabling	Item	1		R	-
4.1.5	Labour including cable, install and set up	Item	1		R	-
4.1.6	Extra items required for a working system (Specify)					
	a)	Item	1		R	-
	b)	Item	1		R	-
	c)	Item	1		R	-
TOTAL CARRIED FORWARD TO NEXT PAGE					R	-

	TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE			R	-
5	Passage - 06 Supply, deliver to site and install the following items below:				
5.1	Truss and Lighting				
5.1.1	LED Flood lights to cover entire passage - Red	Item	1	R	-
5.1.2	Labour including cable, install and set up	Item	1	R	-
5.1.3	Extra items required for a working system (Specify)				
	a)	Item	1	R	-
	b)	Item	1	R	-
	c)	Item	1	R	-
6	AV and Lighting Control Systems - 08 Supply, deliver to site and install the following items below:				
6.1	Lighting and Control system				
6.1.1	Control system interface PC hardware - rack mount	Item	1	R	-
6.1.2	Rack mount LCD touchscreen/mouse/keyboard	Item	1	R	-
6.1.3	Control system Software interface	Item	1	R	-
6.1.4	Control system hardware	Item	1	R	-
6.1.5	Occupancy sensors	Item	4	R	-
6.1.6	Interfaces to all Ethernet devices	Item	1	R	-
6.1.7	interface to all RS232 devices	Item	1	R	-
6.1.8	Interface to all Power Contactors	Item	1	R	-
6.1.9	Network switch - 1GB unmanaged	No	1	R	-
6.1.10	System Intergration and programming	Item	1	R	-
6.1.11	Labour including cable, install and set up	Item	1	R	-
6.1.12	Extra items required for a working system (Specify)				
	a)	Item	1	R	-
	b)	Item	1	R	-
	c)	Item	1	R	-

7	Equipment Racking and Reticulation Supply, deliver to site and install the following items below:					
7,1	Racking and Reticulation					
7.1.1	43U x 800 rack c/w fans, PDU's and cable trays	No	1		R	-
7.1.2	Cooling Fans for Video Servers	No	2		R	-
7.1.3	Envirorack system	Item	1		R	-
7.1.4	Interior rack lighting - maintenance	Item	1		R	-
7.1.5	Surface mount Electrical Distribution Board to accommodate all equipment c/w contactors, circuit breakers, busbars, surge arrestors, labelling etc.	No	1		R	-
7.1.6	Electrical and Data reticulation from racks to field	Item	1		R	-
7.1.7	3kVA inline rack mounted UPS - 8 hours	No	1		R	-
7.1.8	10kVA inline Floor standing UPS for field AV hardware - 8 hours	No	1		R	-
	TOTAL CARRIED FORWARD TO NEXT PAGE				R	-
	TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE				R	-
7.1.9	Rack Labour	Item	1		R	-
7.1.10	Rack Sundries	Item	1		R	-
7.1.11	Artwork lighting as required	Sum	1		R	-
8	Other Supply, deliver to site and install the following items below:				R	-
8,1	Licensing and Maintenance				R	-
8.1.1	Allow for all software licensing / upgrades	Yrs	3		R	-
8.1.2	Support and maintenance via off site standby	month	36		R	-
8.1.3	Call out fee (Including transport)	Item	1		R	-
8.1.4						
8.1.5	System documentation package / manual x 3	Item	1		R	-
8.1.6	On-site Training	Item	1		R	-
	Allow for FP Personnel x 6 + IT x 2	No	8		R	-

9	Guarantee: Comprehensive free maintenance for a period of 12 months (after handover) against defects in equipment and material but wear and tear excluded, including monthly inspections and to be called as and when they are related problems during this period.	Sum	1		R	-
10	Warranty: 5 year warranty for Audio-Visual hardware equipment.	Sum	1		R	-
11	Provision: For supply and install the following: circuit breaker from existing DB, supply cable, trunking and New DB for the installation complete with: surge arrestors, isolator, circuit breakers, relays, contactors etc.	Sum	1		R	-
	TOTAL				R	-
	Sub-Total 1				R	-
	Contingencies @ 10%				R	-
	Sub-Total 2				R	-
	15% VAT				R	-
	TOTAL Including 15% VAT carried forward to form of offer				R	-

8. PRICING SCHEDULE

PRICING INSTRUCTIONS

8.1 General

8.2 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

8.3 The Price Schedule shall be read with all the documents which form part of this Contract.

8.4 The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work at which the tenderer tenders to do the work.

Price: The product of the quantity and the rate tendered for an item.

Lump sum: An amount tendered for an item, the extent of which is described in the Price Schedule, the Specification and the Scope of Work, but the quantity of work of which is not measured in any units.

Units of Measurements

The units of measurement described in the Price Schedule are metric units.

Abbreviations used in the of Quantities are as follows:

Mm	=	millimetre	h	=	hour
M	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m2	=	square metre	no.	=	number
m2.pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m3	=	cubic metre	MN.m	=	meganewton-metre
m3.km	=	cubic metre-kilometre	PC sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	Per cent
MPa	=	megaspascal	kW	=	kilowatt

Rates

This price list has columns for quantity, rate and price for the goods. Entries in these columns are made as follows:

- 6.5. If the Supplier is to be paid an amount for the goods which is a fixed price for an item or a fixed price for each of a series of items, the tendering supplier enters the amount in the price column only, the other two columns being left blank.
- 6.6. If the Supplier is to be paid an amount for the goods which is the unit rate for each item multiplied by the quantity of the item supplied, (i.e. a 'Price Schedule' arrangement) - the tendering supplier enters the rate which is then multiplied by the quantity (which has been entered either by him or by the Purchaser) to produce the price which is also entered.
- 6.7. If the Supplier is to be paid an amount for an item of the goods which is the rate multiplied by the quantity supplied -whatever that quantity turns out to be (i.e. a 'schedule of rates' arrangement) - the tendering supplier enters the rate only, the other two columns being left blank. The tendering supplier's offer cannot include a total of the prices which covers all the items which the Supplier has to supply if any of the supply is dealt with using items with a rate only.
- 6.8 Rate only entries must not be made for work covered by other items.

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

(Bidder erase or painted shall be unacceptable bidder.

SBD 3.1

PRICING SCHEDULE – ONFIRM PRICES INCLUDING ESCALATIONS WILL BE ACCEPTED

Name of bidder.....	Bid number: FP19/2021HK
Closing Time 11:00AM	Closing date: 09/12/2021

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

- Required by: FREEDOM PARK
- At: SALVOKOP- PRETORIA
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at :-

TOTAL BID OFFER AS PER BOQ INCLUDING VAT: R.....

Freedom Park Administration Building
Cnr Koch & 7th Avenue
SALVOKOP
PRETORIA
0001

SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	FP 19/2021 HK	CLOSING DATE:	09 DECEMBER 2021	CLOSING TIME:	11H00 AM
DESCRIPTION	Appointment of a service provider for the Audio Visual, Lighting, Electrical works and, touch screens and basic software				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Freedom Park Administration Building, Cnr Koch & 7th Avenue, SALVOKOP, PRETORIA, 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Edward Buthelezi		CONTACT PERSON	Lauren Marx	
TELEPHONE NUMBER	012 336 4003		TELEPHONE NUMBER	012 4077	
FACSIMILE NUMBER	012336 4021		FACSIMILE NUMBER	012 3364021	
E-MAIL ADDRESS	edward@freedompark.co.za		E-MAIL ADDRESS	LAUREN@FREEDOMPARK.CO.ZA	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ 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 BTERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS 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:

.....

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

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

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN
TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT
SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

SBD 6.1

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 to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20. Preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

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

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

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

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

WITNESSES

- 1.
- 2.

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

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

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

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

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

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

(Tick applicable box)

YES		NO	
-----	--	----	--

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

.....
NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

SBD 9

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**THE NATIONAL TREASURY
Republic of South Africa**



**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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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 anything 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 5 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 6 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.
- 8.9 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 ontract. 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.

10.3

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. Warrant

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 fulfilment 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 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 performan**
- 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 cancelling 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 antidumping 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	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.