

## REQUEST FOR QUOTATION

RFQ 010-2022-23  
Enquiries: Nolubabalo Tokwe  
Tel: 012 315 5549  
Email: rfp@gtac.gov.za

### ATTENTION: PROSPECTIVE BIDDERS

### FOR THE PROVISION OF TECHNICAL ADVISORY SERVICES TO THE GOVERNMENT PRINTING WORKS TO PROVIDE CHANGE MANAGEMENT ADVICE AND SUPPORT

### REQUIRED SERVICE PROVIDER: CHANGE MANAGEMENT EXPERT

The Professional Services Procurement (PSP) Unit within Government Technical Advisory Centre (GTAC) hereby invites credible suppliers to submit a quotation in response to the Terms of Reference attached hereto.

#### 1. EVALUATION METHODOLOGY

1.1. The table below reflects the evaluation methodology for this Request for Quotation:

Evaluation Stage	Description
Administrative Compliance	Evaluation of documents cited in section 2 below. Documents must be submitted and duly completed and signed where required.
Functionality/Technical Evaluation	Refer to the Terms of Reference (TOR).
Preferential Procurement Regulations 2022 (Price and Specific Goals)	80/20 price and specific goals evaluation based on the preferential procurement regulations 2022 - (refer to the SBD 6.1 for more detail).



---

## REQUEST FOR QUOTATION

### 2. Stage 1: ADMINISTRATIVE COMPLIANCE

2.1. The following documents must be submitted for administrative compliance evaluation. Documents must be duly completed and signed (where applicable).

- a) SBD 1 - Invitation to Bid
- b) SBD 2 - Tax Clearance Certificate Requirements/ CSD registration report/MAA number
- c) SBD 4 - Bidder's Disclosure
- d) SBD 6.1 - Preference points claim form in terms of the preferential procurement regulations 2022 if applicable.
- e) SBD 3.3 - Pricing Schedule
- f) ID copy of the Directors/ Shareholders for screening purposes
- g) Technical response (Response to technical evaluation criteria cited in the TOR)

### 3. Stage 2: TECHNICAL EVALUATION (REFER TO THE TOR)

3.1. Bidders are required to submit a technical proposal in response to the technical evaluation criteria cited in the Terms of Reference.

3.2 The price quotations will be evaluated based on Price and B-BBEE using the 80/20 principle And bidders should provide a price quotation based on the Scope of Work as highlighted in the Terms of Reference (Use the provided pricing schedule-SBD 3.3).

### 4. Stage 3: PRICE AND SPECIFIC GOALS EVALUATION BASED ON THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 - (REFER TO THE SBD 6.1 FOR MORE DETAIL)

#### 4.1. 80/20 Preference Points Evaluation

- a. In terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential

Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids with a Rand value up to R50 million will be adjudicated by the State on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:

- The bidden price (maximum 80 points)
- Broad-based black Economic Empowerment as well as specific goals (maximum 20 points) as specified on TOR and SBD 6.1.



---

## REQUEST FOR QUOTATION

### 5. GENERAL CONDITIONS

5.1. The following conditions will apply:

- Price quotation must be provided separately on the SBD 3.3 provided.
- Price(s) quoted must be valid for sixty (60) days from date of offer.
- Total cost must be inclusive of all applicable taxes (if no indication is given, quoted prices will be evaluated as all inclusive).
- Price (s) quoted must be within the RFQ threshold of R1 000 000.00 to be compliant and valid.
- Late or incomplete submissions will not be accepted. Failure to comply with these conditions will invalidate your proposal.

5.2. The following attachments must be submitted with the quotation:

- Standard Bidding Document (SBD) forms: (SBD 1, SBD2, SBD 3.3, SBD 4, SBD 6.1).

**NB: Bidders will be disqualified if the bidder's disclosure (SBD 4) is found not to be true and complete in every respect.**

- CSD registration report/number.

### 6. SUBMISSION DETAILS AND CLARIFICATION

Submissions must be sent to: [rfp@gtac.gov.za](mailto:rfp@gtac.gov.za) by **14:00 on 30 March 2023**.

PSP: GTAC will evaluate technical and price with specific goals quotations in accordance with the evaluation scope of work cited on page 8-10 (TOR) but is neither legally bound nor obligated to accept quoted rates and further reserves the right to negotiate professional rates around any quotation before the award of this RFQ.

Any clarification regarding this invitation or the Terms of Reference must be addressed to the aforementioned email address.

Yours sincerely



**Thando Nyoka**  
**Professional Services Procurement: Acquisition and Sourcing**  
**Date: 20 March 2023**



## TERMS OF REFERENCE

**For the Provision of Technical Advisory Services to the Government Printing Works to provide change management advice and support**

**Required Service Provider: Change Management Expert**

Project Number: 1253

<b>Name of Client</b>	Government Printing Works (GPW)
<b>Name of Project</b>	Turnaround Plan for Government Printing Works
<b>Contracting Authority</b>	Government Technical Advisory Centre (GTAC)
<b>Accountable Officer</b>	Ronette Engela: Accounting Officer, GTAC
<b>Budget Manager</b>	Emmanuelle Gille: Chief Director - Institutional Development Support
<b>Project Purpose</b>	Provide change management advice and support

Approved by:

Reviewed by:



**Name: Emmanuelle Gille**

Chief Director: Institutional Development Support

**Date:** 15/03/2023



**Name: Phumzile Mtsweni**

Professional Services Procurement

**Date:** 15/03/2023

# CONTENTS

<b>1</b>	<b>BACKGROUND INFORMATION.....</b>	<b>3</b>
1.1	Introduction .....	3
1.2	The Request for Assistance by GTAC.....	5
<b>2</b>	<b>OBJECTIVES OF THE SERVICES TO BE PROVIDED .....</b>	<b>5</b>
<b>3</b>	<b>REQUIRED EXPERTISE .....</b>	<b>6</b>
3.1	Number of Assistants .....	6
<b>4</b>	<b>SCOPE OF THE WORK .....</b>	<b>6</b>
4.1	Main Tasks to be performed.....	6
4.2	Project Management .....	7
4.3	Reporting Requirements .....	7
4.4	Performance Evaluation .....	7
<b>5</b>	<b>THE EXPECTED OUTPUTS.....</b>	<b>7</b>
5.1	Outputs .....	7
<b>6</b>	<b>ASSUMPTIONS AND RISKS .....</b>	<b>7</b>
<b>7</b>	<b>LOGISTICS AND SCHEDULE OF THE ASSIGNMENT .....</b>	<b>8</b>
7.1	Location where the services are required.....	8
7.2	Time frame and level of effort.....	8
7.3	Logistical Support.....	8
7.4	Contracting.....	8
<b>8</b>	<b>EVALUATION CRITERIA .....</b>	<b>8</b>
<b>9</b>	<b>SUBMISSION REQUIREMENTS.....</b>	<b>10</b>
<b>10</b>	<b>Bid Validity period.....</b>	<b>11</b>
	<b>Annexure A: CV Template.....</b>	<b>12</b>

# **1 BACKGROUND INFORMATION**

## **1.1 Introduction**

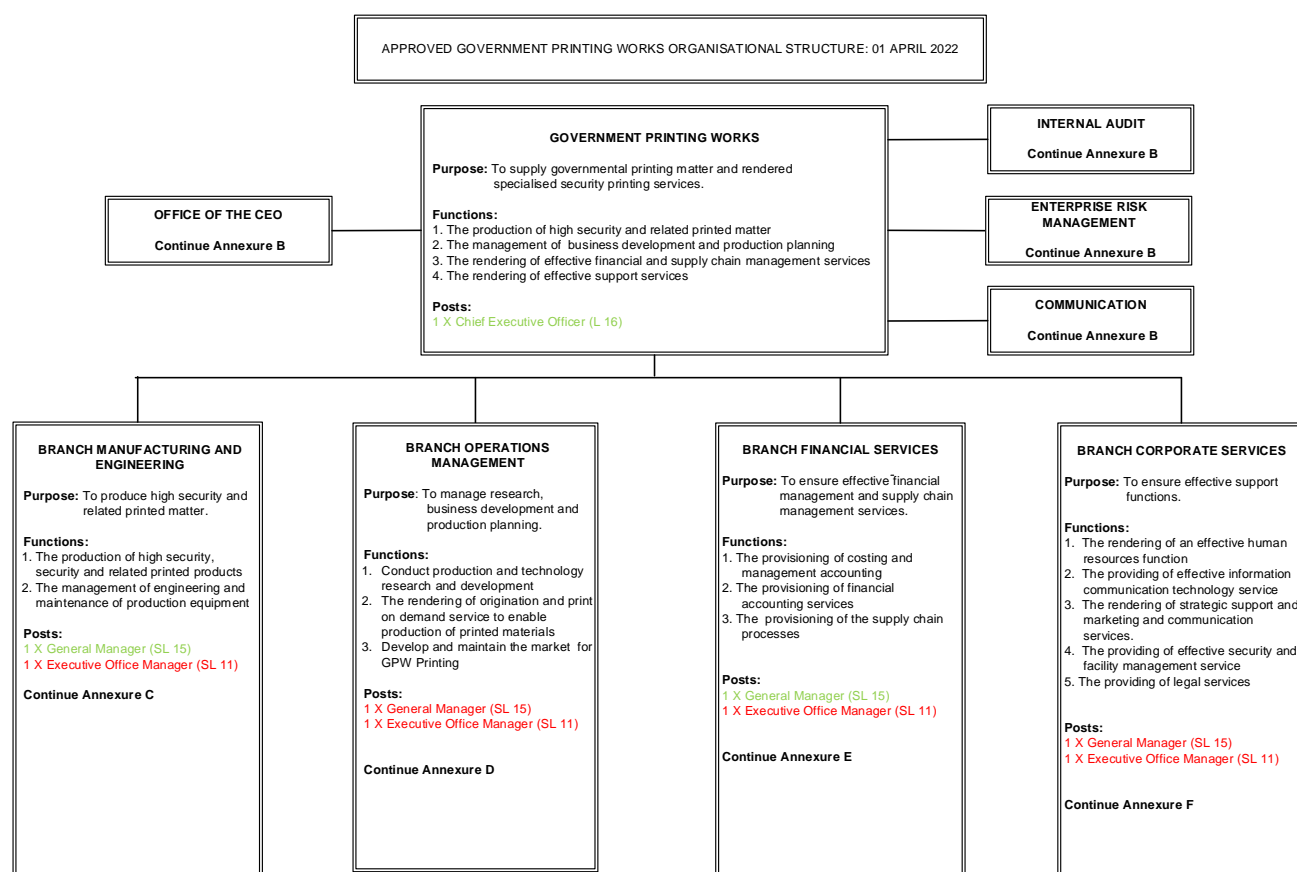
The Government Printing Works (GPW) is a government component reporting to the Department of Home Affairs. It specialises in security printing of important national documents such as passports, visas, birth certificates, green identification (ID) books, smart card identification ID, examination materials, and general government printing such as stationery and publications such as government gazettes. As such, the GPW is a critical organ of state that other departments, in particular the Department of Home Affairs, depend on in executing their service delivery mandates.

On 4 February 2021, the GPW's hardware crashed together with the server that contained critical information that should enable business operations. The Minister of Home Affairs appointed an independent review panel in August 2021 to consider the following matters and make recommendations to the Minister: ICT Management and Security; Corporate Governance; Human Resource Matters; Financial Management; Security Management: Physical and Electronic; as well as Operations and Production. The review culminated in a report with findings which were presented to the Portfolio Committee on Home Affairs on 5 July 2022.

The Ministerial Review Panel made several recommendations that should be implemented by GPW as part of its turnaround strategy and improved overall governance. GPW has already developed a draft turnaround strategy and action plan with the following objectives:

- To reverse the negative audit outcomes;
- To instil a culture of accountability, strengthen oversight and monitoring;
- To implement consequence management and implement redress;
- To turn around, revitalize, and remodel GPW to submit Annual Financial Statements in line with the statutory time frames;
- Resolve all audit findings, strengthen internal controls, and improve overall governance.

The macro-organisational structure of GPW is portrayed below<sup>1</sup>:



GPW's staff composition is reflected in the following table:

Salary Band	Number of posts on approved establishment	Number of posts filled	Vacancy Rate	Number of employees additional to the establishment
Lower Skilled (Levels 1-2)	7	5	28.6	0
Skilled (Levels 3-5)	411	365	11.2	0
Highly Skilled Production (Levels 6-8)	204	178	12.7	0
Highly Skilled Supervision (Levels 9-12)	77	66	14.3	0
Senior Management (Levels 13 - 16)	23	18	21.7	0
Internships	35	35	0.0	35
Contract (Levels 3-5)	33	33	0.0	32
Contract (Levels 9-12)	1	1	0.0	1
Contract (Levels 13)	1	1	0.0	1
<b>TOTAL</b>	<b>792</b>	<b>702</b>	<b>11.4</b>	<b>69</b>

<sup>1</sup> References to annexures in this figure should be ignored since these refer to the microstructure.

## 1.2 The Request for Assistance by GTAC

GPW does not have adequate internal capacity to implement the recommendations by the Ministerial Review Panel. It is against this background that GPW has requested GTAC to assist with the implementation of some of the Panel's recommendations.

GTAC's role is to conduct a review of GPW's turnaround strategy and provide advice on the implementation of this strategy, as well as provide hands-on support in the areas of human resource management and change management, to ensure an effective response to the findings and recommendations of the Ministerial Review Panel.

Overall, the project endeavours to improve the organisational performance of GPW and set it on a sustainable governance and operational path.

## 2 OBJECTIVES OF THE SERVICES TO BE PROVIDED

### 2.1 General Objective

Broadly, the objective of GTAC's support is to assist GPW with its turnaround strategy and implementation planning, and in managing the turnaround change process as well as the human resource management aspects of it.

The GTAC team assigned to this project consists of the following Long-Term Advisors (LTAs) and the Technical Advisor to be appointed:

LTA/Official	Role on the Project
LTA	Project manager Human resource management and change management strategy advisor
LTA	Turnaround strategy advisor
LTA	Human resource policy and procedure analyst
Technical expert to be procured	Change management expert

### 2.2 Specific Objectives

Specific objectives of the change management advice and support are to:

- a) Assess the approach to change management being followed as part of the turnaround strategy implementation process and advise on improvements to be considered after e.g.:
  - i. Reviewing key documents on the existing approach.
  - ii. Facilitating discussions with the Executive Committee members and the Workstream Leaders on their change management skills development or support needs.



- b) Make recommendations on short- to medium term interventions to manage and communicate the turnaround process, against the background of the above assessment process.
- c) As far as the short-term interventions are concerned, develop a clear project plan on the support to be provided for the duration of the consultancy, highlighting the activities to be undertaken and the timeliness of these.
- d) Conduct the support activities as per the project plan and provide feedback on them.

### **3 REQUIRED EXPERTISE**

#### **3.1 Number of Assistants**

One (1) Change Management expert.

The expert should meet the following requirements:

- A tertiary qualification (in any field) preferably accompanied by relevant training (certificates) in organisation development, change management, mentoring or coaching. Extensive experience in change management processes and organisational transformation that encompasses experience with facilitating individual and collective responses to organisational change, including but not limited to, changes in organisational structures, reporting lines, and/or shifts in functions, operations, technology, etc. This could include experience with leadership development in service of organisational climate and culture change.
- Proven facilitation skills, especially in the context of working with leadership, and with large systems facilitation; and
- Capacity building, training, mentoring, and/or coaching, in the public service and leadership contexts.

### **4 SCOPE OF THE WORK**

#### **4.1 Main Tasks to be performed**

The Change Management expert is expected to define and outline their approach in response to this ToR. However, it is expected that tasks would include:

- 1) Conduct the assessment as per par 2.2.(a).
- 2) Make a presentation containing the results of the assessment and the recommendations as per par 2.2.(b).
- 3) Compile a project plan as per par 2.2.(c).
- 4) Conduct the support activities as per the project plan and provide feedback as per par 2.2.(d).

## **4.2 Project Management**

The overall project is managed by GTAC. The Change Management expert will be contracted by GTAC to provide technical assistance to GPW.

The GTAC Project Manager will approve the outputs of the Change Management expert and will be responsible for quality control.

## **4.3 Reporting Requirements**

The change management expert will be required to submit the following contractual reports/documents:

- Change Management Assessment and Presentation.
- Change Management Project Plan.
- Close-out Report (brief report to be submitted at the end of the contract period reflecting on all the advisory and support activities conducted, lessons learnt from these, and proposed next steps).

## **4.4 Performance Evaluation**

The work done by the expert will be evaluated by the GTAC project manager.

# **5 THE EXPECTED OUTPUTS**

## **5.1 Outputs**

Three outputs are as indicated in paragraphs 2.2 and 4.3 above.

# **6 ASSUMPTIONS AND RISKS**

## **6.1 Assumptions**

- i. That the required information will be readily available.
- ii. That managers/workstream leaders involved in the implementation of the turnaround strategy and plan will be available for interviews or meetings.
- iii. That it will be possible to coordinate the support being availed from various sources.

## **6.2 Risks**

- i. Required information or resource persons may not be available when needed.
- ii. Assignment is for a limited number of days and period hence Change Management Expert will have to leverage off existing reports and be focused on whom to engage with in obtaining additional information.

## 7 LOGISTICS AND SCHEDULE OF THE ASSIGNMENT

### 7.1 Location where the services are required

The project will be based in Pretoria and all meetings will be held at the offices of key parties – GTAC and GPW.

If the Service Provider is based in Gauteng, all travel to and from the premises of GPW headquarters in Tshwane will be for the account of the Service Provider. In the event that the Service Provider is based outside Gauteng, a maximum travel and subsistence budget of R20 000 will be provided for the period of the contract. (It should be possible to hold most meetings virtually, but some face-to-face engagements may be desirable.)

### 7.2 Time frame and level of effort

The contract period will be from the date of appointment to 31 July 2023. The expected level of effort is eight (8) days.

### 7.3 Logistical Support

No office accommodation will be provided. The Change Management expert must provide his/her own equipment.

### 7.4 Contracting

The appointed Service Provider shall enter into an agreement with GTAC as soon as possible after receiving and accepting of the award.

## 8 EVALUATION CRITERIA

A two-phased approach will be followed:

- 1) Technical evaluation
- 2) Price and Specific goals evaluation

Service providers must ensure that all required information is included in their bid, using the CV template provided in **Annexure A** as per the submission requirements in section 9 below. The technical proposal will be evaluated as per the criteria in the table below:

NO	CRITERIA	SCORING	WEIGHT
1.	<b>Proposed approach</b> Approach and provisional project plan being proposed to execute the assignment.	5 = Excellent: Proposed approach includes innovative suggestions that goes to a significant extent beyond the minimum requirements as per these Terms of Reference and the project plan is realistic and achievable.  4 = Above average: Proposed approach goes to a limited extent beyond the minimum requirements as per these Terms of Reference and the project plan is realistic and achievable.	15%

NO	CRITERIA	SCORING	WEIGHT
		<p>3 = Average: Proposed approach addresses only the minimum requirements as per these Terms of Reference and the project plan is realistic and achievable.</p> <p>2 = Below average: Proposed approach addresses the minimum requirements as per these Terms of Reference but the project plan is not realistic and achievable.</p> <p>1 = Poor: Both the proposed approach does not address the minimum requirements as per these Terms of Reference and the project plan is not realistic and achievable.</p> <p>0 = Non-responsive: Proposed approach and/or project plan not submitted.</p>	
2.	<b>Qualifications</b> A tertiary qualification (in any field), preferably accompanied by relevant training (certificates) in organisation development, change management, mentoring or coaching.	<p>5 = Masters degree (or equivalent) or higher with relevant training (certificates) in organisation development, change management, mentoring or coaching.</p> <p>4 = Honours degree (or equivalent) with relevant training (certificates) in organisation development, change management, mentoring or coaching; <b>or</b></p> <p>Masters degree (or equivalent) without relevant training (certificates) in organisation development, change management, mentoring or coaching.</p> <p>3 = Bachelors degree (or equivalent) with relevant training (certificates) in organisation development, change management, mentoring or coaching; <b>or</b></p> <p>Honours degree (or equivalent) without relevant training (certificates) in organisation development, change management, mentoring or coaching.</p> <p>2 = Bachelors degree (or equivalent) without relevant training (certificates) in organisation development, change management, mentoring or coaching.</p> <p>1 = Matric (or equivalent) with relevant training (certificates) in organisation development, change management, mentoring or coaching.</p> <p>0 = Matric (or equivalent) without relevant training certificates in organisation development, change management, mentoring or coaching or Non-responsive: Proof of qualifications not provided</p>	15%
3.	<b>Experience</b> Relevant experience in the change management field in either a management capacity, as a specialist, or as a management consultant (or a combination of these).	<p>5 = &gt; 13 years</p> <p>4 = 10 - 13 years</p> <p>3 = 7 - 10 years</p> <p>2 = 5 - 7 years</p> <p>1 = &lt; 5 years</p> <p>0 = Non-responsive: Proof of experience in the required format not provided</p>	35%
4.	<b>Skills</b> Number of completed projects that are relevant to this assignment, e.g., assisting organisations to manage the change process flowing from re-organisation or restructuring or	<p>5 = 5 or more completed projects relevant to this assignment</p> <p>4 = 4 completed projects relevant to this assignment</p> <p>3 = 3 completed projects relevant to this assignment</p> <p>2 = 2 completed projects relevant to this assignment</p> <p>1 = 1 completed project relevant to this assignment</p>	35%

NO	CRITERIA	SCORING	WEIGHT
	modernisation (transformational change).	0 = Non-responsive: No completed projects relevant to this assignment or proof of skills in the required format not provided	

The bid must attain a minimum threshold score of 70% in order to be shortlisted and evaluated further based on the (80/20) principle of which eighty (80) points are allocated for price (as allocated in the enclosed form SBD 6.1 that must be completed), and the remaining twenty (20) points are allocated for the specific goals as indicated in the table below:

Number of points allocated (80/20 system)	
Price	80
The specific goals in terms of this tender:	20
Small, medium, and micro enterprises (SMMEs) as defined in the National Small Business Act, Act No. 102 of 1996.	10
Women percentage of ownership: 30% and above	10
Total	100

These specific goals will be evaluated using the bidder information contained on the Central Supplier Database (CSD).

## 9 SUBMISSION REQUIREMENTS

Bidders should ensure that the following information is included in their bids and that they meet the relevant requirements:

- Duly completed and signed Standard Bidding Documents (SBD 1, 3.3, 4, and 6.1), bidders are to make sure that they fully complete the SBDs. Bidders will be disqualified if any of the SBD forms are not submitted or are found not to be true and complete in every respect.
- Central Supplier Database (CSD) summary registration report/number.
- Bidder's tax matters must be compliant at the time of award. In the case where a bidder's tax matters are non-compliant, the bidder will be given a minimum of seven (7) days to remedy the tax matters. Failure to remedy this will invalidate the bid.
- Bidders must submit all the information required for evaluation purposes including the proposed approach to the assignment and proposed project plan, plus the CV of the proposed Change Management expert, in the format in **Annexure A**, which reflects the qualifications, skills, and experience of the person.

- e) The CV of the proposed expert must be submitted in the prescribed format provided in **Annexure A**. Failure to do so will result in the disqualification of the bid.
- f) Cop(ies) of the relevant tertiary qualification(s) or equivalent from a recognized institution in line with the area of expertise (where applicable).
- g) Non-submission of qualifications will lead to a score of zero for the qualification criterion.
- h) GTAC reserves the right to request receipt of certified copies of qualifications after the closing date of the bid.
- i) International qualifications must be accompanied by SAQA confirmation of accreditation. Non-submission of SAQA confirmation will lead to a score of zero for the qualification criterion.
- j) Failure to adhere to the above requirements i.e.misrepresentation and/or non-submission of the required documentation may lead to a disqualification or termination of the contract with the appointed service provider at any stage of the implementation.

## **10 Quotation Validity period**

Sixty (60) days from the closing date of the Request for Quotation.

## Annexure A: CV Template

<b>Personal Information:</b>	Surname	
	First names	
	Identity Number	
	Date of birth	
	Sex	
	Nationality	
<b>Contact Details:</b>	Telephone number (land line)	
	Cell Number	
	Email Address	

### Work Experience: (Add entries if needed. Start from the most recent)

Date [from – to]	Position Held	
	Employer's Name	
	Employer's locality and contact details	
	Main Activities and Responsibilities	
Date [from – to]	Position Held	
	Employer's Name	
	Employer's locality and contact details	
	Main Activities and Responsibilities	
Date [from – to]	Position Held	
	Employer's Name	
	Employer's locality and contact details	
	Main Activities and Responsibilities	
Date [from – to]	Position Held	
	Employer's Name	
	Employer's locality and contact details	
	Main Activities and Responsibilities	

### Tertiary qualifications: (Add entries if needed. Start from the most recent)

<b>Qualification Awarded</b>	
Name of Institution	

Date	
<b>Qualification Awarded</b>	
Name of Institution	
Date	
<b>Qualification Awarded</b>	
Name of Institution	
Date	
<b>Qualification Awarded</b>	
Name of Institution	
Date	

**Membership of Professional Bodies:**

<b>Professional body name</b>	
Membership no	
<b>Professional body name</b>	
Membership no	
<b>Professional body name</b>	
Membership no	

**References:** (provide at last three references from the past 5 years)

1	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	
2	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	
3	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	



**List projects/assignments relevant to this bid that the proposed Technical Advisor was involved in:**

[illegible]

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	RFQ 010-2022-23	CLOSING DATE : 30 MARCH 2023	CLOSING TIME:	14:00	
DESCRIPTION	RFQ 010-2022-23-FOR THE PROVISION OF TECHNICAL ADVISORY SERVICES TO THE GOVERNMENT PRINTING WORKS TO PROVIDE CHANGE MANAGEMENT ADVICE AND SUPPORT				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Email to : rfp@gtac.gov.za					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Nolubabalo Tokwe		CONTACT PERSON	Nadine Redman	
TELEPHONE NUMBER	0123155549		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	rfp@gtac.gov.za		E-MAIL ADDRESS	rfp@gtac.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>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.</b>					

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

---

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

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

---

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

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



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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (90/10 system) (To be completed by the organ of state)</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (90/10 system) (To be completed by the tenderer)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
<b>Price</b>		<b>80</b>		
<b>The specific goals allocated points in terms of this tender.</b>		<b>20</b>		
Above 30% ownership for Historically Disadvantaged Individuals who had no franchise in national elections before the 1983 and 1993 Constitutions.		5		
Women percentage of ownership: 30% and above		5		
Disability percentage of ownership: 5% and above		5		
Youth percentage of ownership: 30% and above		5		
<b>Total Points.</b>		<b>100</b>		

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

## SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_ % black owned;
  - The enterprise is \_\_\_\_\_ % black woman owned;
  - Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**NOTES**

The purpose of this document is to:

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

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

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

## **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

## **General Conditions of Contract**

### **1. Definitions**

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

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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



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

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

**8. Inspections,  
tests and  
analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**26. Termination  
for insolvency**

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

**27. Settlement of  
Disputes**

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

**28. Limitation of  
liability**

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



		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
<b>32. Taxes and duties</b>	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
<b>33. National Industrial Participation Programme (NIP)</b>	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.