YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE COUNCIL FOR MEDICAL SCHEMES					
BID NUMBER:	**RFQ/CMS/ICT/01112026**	CLOSING DATE:	**11th November 2026**	CLOSING TIME:	**11:59 pm**
DESCRIPTION	**Appointment of a service provider to assist with the renewal of the Checkpoint 9200 firewall license for twelve (12) months**				
BID/QUOTATION RESPONSE DOCUMENTS MUST BE DELIVERED TO THE FOLLOWING E-MAIL ADDRESS:					
rfqit@medicalschemes.co.za					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Khensani Sithole**	CONTACT PERSON	**Ndidzulafhi Nenzhelele**
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	k.sithole@medicalschemes.co.za	E-MAIL ADDRESS	n.nenzhelele@medicalschemes.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 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 FOR 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 REGISTERED AS PER 2.3 BELOW.

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, 2022, 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 WHO ARE 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., a company resolution)

DATE: ……

1. BACKGROUND OF THE COUNCIL FOR MEDICAL SCHEMES

The Council for Medical Schemes is a statutory body established by the Medical Schemes Act (131 of 1998) to provide regulatory supervision of private health financing through medical schemes; and functions as a Schedule 3A Public Entity.

VISION

An efficient, effective, high-quality, agile and trusted South African regulator generating sustainable stakeholder value.

MISSION

Achieving our purpose of protecting the interests of members and beneficiaries by:

- **Controlling and co-ordinating the functioning and governance** of all entities conducting the business of medical schemes in a manner that is complementary to national health policy
- **Investigating complaints and settling disputes** in relation to the affairs of medical schemes
- **Collecting, disseminating information, and collaborating** with stakeholders about private health care
- Making r**ecommendations and advising the Minister** on the criteria for the measurement of quality and outcomes of health services provided by medical schemes, and related matters

2. SCOPE OF WORK

2.1. Council for Medical Schemes hereby requests experienced and reputable Check Point Professional and Premier Partners to submit a quotation to renew Check Point licenses and maintain ongoing support as per the following specifications:

- License Renewal of our Check Point 9200 Plus Appliance, Next Generation Security Management Software for 5 gateways and Mobile Access Blade for 200 concurrent connections with Collaborative Enterprise Maintenance Support for 1 year from **01 January 2027 to 31 December 2027.**
- Check Point NGTX subscription for 9200 Plus Appliance including: IPS, Application Control, URL Filtering, Anti-Bot, Anti-Virus, Anti-Spam, Threat Extraction and Threat Emulation.
- Check Point Next Generation Security Management Software SmartEvent & SmartReporter & Compliance subscription service for 1 year from **01 January 2027 to 31 December 2027.**
- Mobile Access Blade for 200 concurrent connections support for 1 year from **01 January 2027 to 31 December 2027.**
- SLA 8/5 with a 4-hour turnaround solution including telephonic, email and remote access support from the supplier.
- Supplier should provide proof that they have SLA support with Check Point Direct.
- One (1) high-level annual firewall rule base assessment, report and remediation performed by the supplier.
- Full Backup of the firewall and management station to be done every month by the supplier using our backup
    - solution.
- The supplier should do successful restores every second month.
- One (1) annual firewall upgrade performed by the supplier for the firewall and management station.
- Monthly meetings report on the health of the Check Point firewall.
- 24-hour remote monitoring of the firewall by the supplier for any breach or suspicious activity on the LAN and

- Immediately alerting the Network Manager at CMS
- Replacement of the hardware firewall within 4 hours should the firewall cease to function.
- Correct traffic issues currently experienced on the DMZ.
- Provide 70 hours of ad hoc support.
- Renewals for the following (code- name – license key): Renewal of Check Point 9200 Plus, NGSM5 and Mob200 licenses.
    - **PAP-SG9200-PLUS-SNBT** 00:1C:7F:DE:EB:88
    - **CPSM-NGSM5** DD315A775444
    - **CPSB-MOB-200** 2055688199E0

3. EVALUATION CRITERIA PROCESS

3.1. Table 1 – Evaluation Process and Criteria

Stage	Details
Phase 1	**Mandatory evaluation criteria:** These criteria assess bidders' eligibility and prior experience in providing the service. Bidders who fail this Phase will not proceed to **Phase 2.**
Phase 2	**Price and Specific Goals evaluation criteria:** These criteria evaluate bidders based on bid price and Specific Goals.

3.2. Table 2 – Mandatory Criteria

Bidders must submit the following documents as part of the mandatory requirements. Failure to comply with these mandatory requirements will result in bid disqualification, and the bid will not be evaluated further for Pricing and Specific Goals.

Mandatory Technical Criteria	Comply	Does not Comply	X-Cross Reference/ Comments. (Bidder to complete this column)
1. The bidder must submit a valid and accredited Check Point reseller certificate or a valid Letter of Good Standing issued by Check Point as proof of its authorised reseller status. • The bidder must hold a **minimum Check Point 4-Star or 5-Star accreditation** at the closing date of the tender. • The **CMS reserve the right to verify the validity of the certificate or letter with the OEM.**			

Mandatory Technical Criteria	Comply	Does not Comply	X-Cross Reference/ Comments. (Bidder to complete this column)
Failure to submit valid proof of accreditation, or where the accreditation cannot be verified and confirmed by the OEM, will result in the bidder being deemed **non-compliant** and the bid may not be considered for further evaluation.			
The bidder must provide **one (1) testimonial letter as evidence of having delivered and installed a Check Point firewall**. Each testimonial letter must: • Be on the client's official company/organisation letterhead • Clearly state that the services provided were related to **the implementation of a Check Point firewall.** • Include the following details: o Organisation name o Organisation website address o Contact person's full name and designation o Contact details (email and/or telephone number) o A brief description of the services rendered **Important:** The testimonial letters must clearly demonstrate that the bidder has successfully provided **implementation, installation, licensing, maintenance, and/or configuration services for a Check Point Firewall solution**. Testimonial letters that fail to reference these services explicitly will be deemed **non-compliant** and will not be considered for further evaluation.			

3.3. Price and Specific Goal

3.3.1. To facilitate a transparent selection process that allows an equal opportunity to all bidders, the Council for Medical Schemes has a Supply Chain Management policy that will be adhered to. Quotations will be evaluated in terms of the prevailing Supply Chain Management policy applicable to the Council for Medical Schemes, and it should be noted that proposals will be assessed using the 80/20 formula (Preference Points System) for **Price and Specific Goals** as indicated in the PPPFA Regulations.

Table 3 - Price and Specific Goals

<table>
<tr><th>CRITERIA</th><th>SUB-CRITERIA</th><th>WEIGHTING/ POINTS</th></tr>
<tr><td>Price</td><td>Detailed budget breakdown</td><td>80</td></tr>
<tr><td>Specific Goals</td><td>
(a) Historically Disadvantaged Individuals (5 Points)
<table>
<tr><td>80% - 100% Black-owned</td><td>5 Points</td></tr>
<tr><td>50% - 79.99% Black-owned</td><td>4 Points</td></tr>
<tr><td>20% - 49.99% Black-owned</td><td>3 Points</td></tr>
<tr><td>1% - 19.99% Black-owned</td><td>1 Point</td></tr>
<tr><td>Below 1% Black Owned</td><td>0 Point</td></tr>
</table>
(b) Size of the Company (3 Points)
<table>
<tr><td>EME</td><td>3 Points</td></tr>
<tr><td>QSE</td><td>2 Points</td></tr>
<tr><td>Generic Enterprise</td><td>1 Points</td></tr>
</table>
(c) Black Woman-Owned Enterprise (5 Points)
<table>
<tr><td>75% - 100% Black Women Owned</td><td>5 Points</td></tr>
<tr><td>51% - 74,99% Black Women Owned</td><td>3 Points</td></tr>
<tr><td>1% - 50,99% Black Women Owned</td><td>1 Point</td></tr>
<tr><td>Below 1% Black-Owned Women</td><td>0 Point</td></tr>
</table>
d) Ownership by People with Disabilities (3 Points)
<table>
<tr><td>75% - 100% Ownership by People with Disabilities</td><td>3 Points</td></tr>
<tr><td>51% - 74,99% Ownership by People with Disabilities</td><td>2 Points</td></tr>
</table>
</td><td>20</td></tr>
</table>

	1% - 50,99% Ownership by People with Disabilities	1 Point
	Below 1% Ownership by People with Disabilities	0 Point

(e) Ownership by Youth (under 35 years) (4 Points)

	75% - 100% Ownership by Youth	4 Points
	51% - 74,99% Ownership by Youth	3 Points
	20% - 50,99% Ownership by Youth	2 Point
	1% - 19,99% Ownership by Youth	1 Point
	Below 1% Ownership by Youth	0 Point
TOTAL		**100**

3.4. General Conditions to Specific Goals

3.4.1. Only a bidder who has completed and signed the declaration (SBD 6.1) part of the RFQ documentation will be considered for preference points.

3.4.2. CMS may, before an RFQ is adjudicated or at any time, require a bidder to substantiate claims it has made about preference.

3.5. Submission of mandatory documents

3.5.1. Bidders must submit the following documents for verification of specific goal points:

- Attach certified copy/ copies of South African ID of Directors/ Owners/ Shareholders to claim points for **Historically Disadvantaged Individuals (HDI)**
- Attach a valid B-BBEE Certificate or Sworn Affidavit to claim points for the **size of the company**. Bidders will be allocated points based on company size, regardless of whether they claim points on SBD 6.1; however, they must submit a valid Sworn Affidavit or B-BBEE Certificate.
- Attach a medical certificate or letter from an accredited health professional to claim points for ownership **for people with disabilities**.
- Attach a copy of the B-BBEE Certificate/ sworn affidavit, certified ID copy/ copies, and CIPC document to claim points for **Black Women Owned Enterprise.**
- Attach a copy of the B-BBEE Certificate, sworn affidavit, certified ID copy or copies, and CIPC document to claim points for **Youth Owned Enterprise**.
- Fully completed and signed **SBD 6.1.**

3.5.2. Failure on the part of a bidder to submit proof and documentation mentioned above, complete and sign as required in SBD 6.1, in terms of this bid to claim points for specific goals, will be interpreted to mean that the preference points for particular goals are not claimed.

4. TERMS AND CONDITIONS

4.1. Bid Submission

4.1.1. All proposals/ quotations must be submitted to the address and instructions stipulated in the SBD1 of the RFQ document.

4.1.2. Proposals/ quotations, including the requested documents and the signed SBD documents, must be submitted by the stipulated closing date and time. Late submissions will not be accepted.

4.1.3. Bidders are required to register on the **Central Supplier Database (CSD)** and to include the CSD number on the SBD1 for verification purposes when submitting their quotations/ proposals.

4.1.4. Documents submitted via cloud solutions such as **WeTransfer, Google Drive, Dropbox, etc**., will not be considered.

4.2. Other Terms and Conditions

4.2.1. The Council for Medical Schemes reserves the right, under exceptional circumstances, to extend the closing date. All proposals and all subsequent information received from bidders will not be returned.

4.2.2. The adjudication process does not represent a commitment on the part of the Council for Medical Schemes to proceed further with that proposal or of any other bidder.

4.2.3. The bidder warrants by signing the RFQ/RFP document that the bidder has read, understands and agrees with the terms and conditions of this RFQ/ RFP.

4.2.4. Received proposals/ quotations will be considered and evaluated in terms of the evaluation criteria stipulated in the RFQ/ RFP document. All bidders must provide all information requested in this RFQ/ RFP for evaluation purposes.

4.2.5. It is important to note that the successful bidder will work under the supervision of a Council for Medical Schemes representative, abide by the Council for Medical Schemes' Code of Conduct, and other organisational guidelines.

4.2.6. Council for Medical Schemes reserves the right not to enter into any relationship, and no correspondence about submissions will be entered into.

4.2.7. If the Council for Medical Schemes does not accept any proposal, it will declare this RFQ call process closed and may then elect to:

- Proceed on a completely different basis; and
- Not appoint any respondent in the event it deems proposals not appropriate.

4.2.8. The Council for Medical Schemes will not accept any responsibility for costs incurred by bidders in preparing and submitting proposals.

4.2.9. The Council for Medical Schemes reserves the right to engage in a process to validate all claims made in the proposal.

4.2.10. The Council for Medical Schemes reserves the right to cancel the award if it is determined that the supplier/service provider recommended for the award has engaged in corrupt or fraudulent activities in competing for the contract in question. For this RFP/RFT, RFQ, "fraudulent practice" means a misrepresentation of facts to influence a selection process or the execution of a contract to the detriment of the accounting officer/authority, and includes collusive practices among bidders/contractors (before or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the accounting officer/authority of the benefits of free and open competition.

4.2.11. The selection of the qualifying bid/quotations will be at Council for Medical Schemes' sole discretion. Council for Medical Schemes does not bind itself to accept any bid/quotation and reserves the right not to appoint the bidder.

4.3. Changes to this RFQ document

4.3.1. Council for Medical Schemes reserves the right to make changes to this RFQ Document. All changes will be communicated to those firms that have responded to the RFQ. No reliance shall be placed on other information or comment from any other person.

4.4. Validity Period

4.4.1. The validity period of the RFQ/RFP is **ninety (90)** days. A request to extend the validity period will be communicated to service providers that responded to the RFQ/RFP.

4.5. Confidentiality

4.5.1. Any information relating to the submissions, through the process or otherwise, shall be treated in strict confidence.

4.6. Tax Compliance

4.6.1. CMS will not award any bid to any bidder who is not tax compliant. If a recommended bidder is not tax-compliant, CMS will notify the bidder in writing of their non-compliant status and request written proof from SARS of their tax-compliant status, or proof that they have arranged to meet their outstanding tax obligations, within seven (7) working days. If the bidder fails to do so or submits proof that their tax matters are compliant, CMS will reject their bid.

4.6.2. CMS reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder if it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to the CMS, or whose verification against the Central Supplier Database (CSD) proves non-compliant.

4.7. Costs for Preparation of the Bid

CMS will not be liable for any costs incurred by a bidder in responding to this invitation, including briefing sessions, site visits, and the submission of proposals/quotations.

4.8. Rejection of Bids

4.8.1. CMS reserves the right to **reject any bid** or **not to appoint a bidder** under the following conditions:

4.8.1.1. Past Fraudulent Activity or Misrepresentation

4.8.1.1.1. If it is established that the bidder, or any of its directors, members, shareholders, or related parties:

- Has been convicted of fraud, corruption, collusion, or any related criminal offence within the past five (5) years.
- Has submitted false or misleading information in any procurement process, whether with this institution or any other public sector entity.
- Has been blocked or listed on the National Treasury's database of **restricted bidders** or **tender defaulters**.

4.8.2. Listing on the National Treasury Database

4.8.2.1. Any bidder currently listed on the **National Treasury's list of restricted bidders or tender defaulters**, in terms of Sections 28 and 29 of the Preferential Procurement Regulations, will be disqualified.

4.8.3. Reputational Risk

4.8.3.1. CMS reserves the right not to appoint a bidder where past conduct poses a significant reputational or operational risk, even if the bidder meets technical and price criteria.

4.8.4. Right Not to Appoint

4.8.4.1. CMS reserves the right not to appoint any bidder and to cancel the procurement process without incurring any liability, particularly where integrity concerns exist.

5. PAYMENT STRUCTURE

5.1. CMS undertakes to pay in full within thirty (30) days after receipt of an original tax invoice from the supplier, all valid claims for work done to its satisfaction upon presentation of a substantiated claim/invoice.

5.2. Payments will only be made based on the work completed (milestones/ deliverables) as per the project implementation plan to be agreed at the inception of the project.

5.3. All invoices must be emailed to **creditors@medicalschemes.co.za**

5.4. The Purchase Order number must always be referenced in all invoices submitted to CMS against the Purchase Order placed against the successful bidder. No goods and/or services shall be delivered to the CMS without an official Purchase Order from the CMS's Supply Chain Management Unit/ Representative.

6. SUBMISSION OF COMPLIANCE DOCUMENTS

6.1. Interested bidders must submit the following documents for administrative and evaluation purposes:

6.1.1. SARS PIN Document.

6.1.2. National Treasury Central Supplier Database Report

6.1.3. Valid BEE Certificate or Sworn Affidavit (for EMEs and QSEs)

6.1.4. Complete the attached **SBD 1, 4 and 6.1**. Failure to complete and sign SBD 1, 4 and 6.1 may lead to automatic disqualification from the evaluation process. Bidders that fail to submit the RFQ document, including SBD 1, 4 and 6.1, will not be considered.

BIDDER'S DISCLOSURE: ANNEXURE A

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 enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, the bidder must make this declaration in respect of the details set out hereunder. Where a person/s are listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest1 In the enterprise,

employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person whom the procuring institution employs? **YES/NO**

2.2.1 If so, furnish particulars:

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

……

……

2.3 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, which I certify to be true and complete in every respect:

3.1 I have read, and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been disclosed. The bidder will not disclose them, directly or indirectly, to any competitor before the date and time of the official bid opening or the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process before and during the bidding process except to provide clarification on the bid submitted, where so required by the institution. 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, suspicious bids will be reported to the Competition Commission for investigation and possible

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

imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM, SHOULD THIS DECLARATION PROVE TO BE FALSE.

……	……
Signature	Date
……	……
Position	Name of bidder

SBD 6.1. ANNEXURE B

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

This preference form must be included in 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

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1. GENERAL CONDITIONS

1.1 The following preference point systems apply to invitations to tender:

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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 a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding 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, a 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:

80/20 **or** **90/10**

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

Where

Ps = Points scored for the price of the tender under consideration

Pt = Price of tender under consideration

Pmin = Price of the 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:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for the price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of the 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 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 specify the points allocated to each goal under both the 90/10 and 80/20 preference point systems.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
a) Historically Disadvantaged Individuals	N/A	**5 Points:** • 80% - 100% Black Owned – 5 Points • 50% - 79.99 Black Owned - 4 Points	N/A	

		• 20% - 49.99% Black Owned 3 Points • 1% - 19.99 Black Owned - 1 Point • Below 1% Black Owned - 0 Points		
Size of the Company/ Enterprise	N/A	**3 Points:** • Exempted Medium Enterprise- 3 Points • Qualifying Exempted Enterprise – 2 Points • Generic Enterprise -1 Point	N/A	
Black Women Owned Enterprise	N/A	**5 Points:** • 75% - 100% Black Women Owned - 5 Points • 51% - 74,99% Black Women Owned – 3 Points • 1% - 50,99% Black Women Owned - 1 Point • Below 1% Black Women Owned- 0 Points	N/A	
Ownership by People with Disabilities	N/A	**3 Points:** • 75% - 100% Ownership by People with Disabilities – 3 Points • 51% - 74,99% Ownership by People with Disabilities - 2 Points • 1% - 50,99% Ownership by People with Disabilities - 1 Point • Below 1% Ownership by People with Disabilities- 0 Points	N/A	

Ownership by Youth (under 35 years)	N/A	**4 Points:** • 75% - 100% Ownership by Youth- 4 Points • 51% - 74,99% Ownership by Youth-3 Points • 20% - 50,99% Ownership by Youth-2 Points • 1% - 19,99% Ownership by Youth- 1 Points • Below 1% Ownership by Youth-0 Points	N/A	

DECLARATION ABOUT 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 proprietorship
- ☐ 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, qualify 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 because 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 the 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 because of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered because 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.

DATE: ……

ADDRESS: ……

……

……

……

……

GOVERNMENT PROCUREMENT – ANNEXURE C

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) Ensure that clients are familiar with the rights and obligations of all parties involved in doing business with the 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. In case of conflict, the provisions in the SCC shall prevail.

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GENERAL CONDITIONS OF CONTRACT

1. **Definitions**

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 subsidised 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 recognised 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 with 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 consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11. "Dumping" occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than those in 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 are 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 to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (before 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 whose 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 that is not included in the imported content, provided that local manufacture takes 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 organisation 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 functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

2.1. These general conditions apply 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 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 document fee 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 organisation 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 analysed 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. If the supplier fails to do so, the rejected supplies shall be returned at the supplier's 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 transit points.

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. The supplier shall make delivery of the goods 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 the SCC.

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

- ✓ advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- ✓ 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 purchaser's specifications require the design and/or material) 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 cost 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, 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, except any price adjustments authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1. The supplier shall make delivery of the goods and performance of services in accordance with the 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 the 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 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 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. 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 to restrict 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 to 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 apply 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 subsidised 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 regarding 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 its delay in performance or other failure to perform its 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 wilful 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 about the contract that the parties exchange shall also be written in English.

30. Applicable law

30.1. The contract shall be interpreted in accordance with South African law, 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. 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. Before awarding a bid, the Department must have the bidder submit a tax clearance certificate. This certificate must be an original issued by the South African Revenue Service.

33. National Industrial Participation (NIP) Programme

33.1. The NIP Programme administered by the Department of Trade and Industry shall apply 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.