



an agency of the  
Department of Arts and Culture

**RE-ADVERTISEMENT TENDER NO: FP02/2023 HK**

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

**CSD NUMBER:** .....

Prepared by:  
Freedom Park  
Cnr Koch & 17<sup>th</sup> Ave  
SALVOKOP  
PRETORIA  
0001  
Tel: 0123364000

**BID CLOSES**

**DATE: 07 December 2023 at 11"00 am**

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

**BIDS ARE HEREBY INVITED FROM SUPPLIERS FOR THE FOLLOWING BID:**

BID NO	DESCRIPTION	DEPART.	CONTACT PERSON	COMPULSORY BRIEFING SESSION	CLOSING DATE
FP02/2023 HK	Appointment of a service provider to supply, deliver, off-loading sandstone and to relocate, inscribe names and provide repairs and maintenance service for the wall of names for a period of three years.	Heritage & Knowledge	Edward Buthelezi 012 336 4003	22 November 2023  Freedom Park Moshate, Cnr Koch & 7 <sup>th</sup> Ave Salvokop, Pretoria  Time 10h00am	07 December 2023  At 11H00

**BID DOCUMENT CAN BE DOWNLOAD FOR FREE ON THE FOLLOWING WEBSITE:**

- a) Freedom Park website: [www.freedompark.co.za](http://www.freedompark.co.za)
- b) National Treasury website: [www.e-tenders.gov.za](http://www.e-tenders.gov.za)

Each proposal shall be enclosed in a sealed envelope, bearing the correct identification details and the submission register must be sign before placing bid document in the tender box located at:

Freedom Park Administration Building between 08h00am to 16h00 pm  
Cnr Koch & 7<sup>th</sup> Avenue  
SALVOKOP  
PRETORIA, 0001

Technical enquiries: Mr Ditiro Ramogayane Tel 012 336 4198 or E-mail: [ditiro@freedompark.co.za](mailto:ditiro@freedompark.co.za)

Supply Chain enquiries: Edward Buthelezi Tel 012 336 4003 or E-mail: [edward@freedompark.co.za](mailto:edward@freedompark.co.za)

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

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

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	Company Registration Certificate(s)	

	Valid Copy or original Tax Clearance Certificate or Unique Pin	
	Valid copy BBBEE Certificate or Sworn Affidavit	
	CSD Report or MAAA number	
	Copy of RSA ID document (s) for the company owner (s) or (Directors) shareholders	
	Original bid document	
	Standard Bidding Documents	

***Government Procurement General Conditions of Contract***

## **1      VERY IMPORTANT NOTICE OF DISQUALIFICATIONS**

- 1.1    A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.  
“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.
- 1.2    If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
- 1.3    If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
- 1.4    The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- 1.5    The bid has been submitted after the relevant closing date and time.
- 1.6    If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the Freedom Park or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
- 1.7    The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
  - (a)    Who is in the service of the state, or;
  - (b)    If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state;
  - (c)    Who is an advisor or consultant contracted with the Freedom Park in respect of contract that would cause a conflict of Interest?
- 1.8    Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector
- 1.9    Bid offers will be rejected if the bidder has abused the Freedom Park Supply Chain Management System.
- 1.10   Failure to complete and sign the certificate of independent determination or disclosing of wrong information.
- 1.11   Failure to sign below and submit the above will lead to immediate disqualification.

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Bidder Signature (compulsory)

## **2 CERTIFICATES OF AUTHORITY FOR SIGNATORY**

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

COMPANY /PARTNERSHIP /ONE-PERSON BUSINESS /CLOSE  
CORPORATION/ JOINT VENTURE

### **A. COMPANIES**

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

An example is shown below:

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

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

**BID NO. FP02/2023 HK**

SIGNED ON BEHALF OF THE COMPANY:

.....

IN HIS CAPACITY AS:

.....

DATE:

.....

SIGNATURE OF  
SIGNATORY: .....

WITNESSES:

1.

.....

2.

.....

**B. PARTNERSHIP**

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

Full name of partner

Residential address

Signature

.....

.....

.....

.....

.....

We, the undersigned partners in the business trading as .....

Hereby authorize ..... to sign

this bid as well as any contract resulting from the bid and any other documents

and correspondence in connection with this bid / or contract on our behalf.

.....  
Signature

.....  
Signature

.....  
Signature

.....  
Date

.....  
Date

.....  
Date

### **C. ONE-PERSON BUSINESS**

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

.....  
Signature

.....  
Date

### **D. CLOSE CORPORATION**

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

An example is shown below:

By resolution of the members at the meeting on the .....20.....at .....Mr. / Ms .....whose signature appear below, has been duly authorized to sign all documents in connection with **BID NO.**

**FP 02/2023 HK**

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

.....

IN HIS / HER CAPACITY AS: .....

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES:1 .....

2.....

## **Certificate of Authority for Joint Ventures**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize Mr. /Ms....., authorized Signatory of the company....., acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
<b>Lead Partner</b>		Signature. .... Name ..... Designation .....
		Signature. .... Name ..... Designation .....
		Signature. .... Name ..... Designation .....
		Signature. .... Name ..... Designation .....

### **3 INTRODUCTION AND BACKGROUND**

- 3.1 Freedom Park is a public entity established in terms of National Heritage Resources Act No. 25 of 1999, to provide a pioneering and empowering heritage destination that challenges visitors to reflect upon past, improve our present and build on our future as a unified nation. Freedom Park is a dedicated precinct celebrating South Africa's heritage, a centre of knowledge aimed at creating a deeper understanding of the country and its people.
- 3.2 Comprising many diverse elements, Freedom Park strive to accommodate all of the country's unfolding experiences and symbols to tell one coherent story of the struggle of humanity and freedom in South Africa – the struggle for survival, land and resources and how they shaped the social, economic, political, cultural and historical landscape of the country; it address gaps, distortions and biases to provide new perspectives on South Africa's heritage, challenging traditional narratives through a re-interpretation of the country's existing heritage site
- 3.3 This key Presidential Legacy Project emanated from diverse sources including but not limited to civil society, non-governmental organizations, academics and various political interest groups. The establishment of Freedom Park was further prompted by the Truth and Reconciliation Commission who identified the need for Symbolic Reparation for victims of past atrocity.

3.4 Vision

- 3.4.1 To be a leading National and International icon for humanity and Freedom.

3.5 Mission

- 3.5.1 To provide a pioneering and empowering heritage destination in order to mobilise reconciliation and nation building in our country; to reflect upon our past, improving our present and building our future as united nation: to contribute continentally and internationally to the formation of better human understanding among nations and people.

#### **4 SITE INFORMATION**

All Services will be at Freedom Park situated approximately 4km south of Church Square of Pretoria CBD, on the corner of Koch and 7th Avenue, Salvokop.

The briefing session is compulsory; contractors are reminded to bring their own pen and paper for notes taking.

The venue for the session is the Freedom Park Moshate  
Cnr Koch & 7th Avenue, Salvokop, Pretoria, Gauteng.

**Date: 22 November 2023 - Time 10h00am**

#### **5 GENERAL AND CONDITIONS UNDERTAKINGS BY BIDDER**

- 5.1 The Bid forms should not be retyped or redrafted.
- 5.2 Bidder to submit marked original bid together with additional copy(s).
- 5.3 Black ink should be used when completing Bid documents.
- 5.4 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. Freedom Park will accept **NO** liability regarding anything arising from the fact that pages are missing or duplicated.
- 5.5 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to Freedom Park on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
- 5.6 Freedom Park reserve the right to conduct site inspection to do due diligent prior award of the tender to shortlisted service providers.
- 5.7 The appointment of a successful Service Provider shall be subject to all parties agreeing to mutually acceptable contractual terms and conditions. In the event of all parties failing to reach an agreement within 30 days from the appointment date, the Freedom Park reserves the right and shall be entitled to appoint the second contractor, cancel or re-advertise.
- 5.8 I/We agree that –

the offer herein shall remain binding upon me/us and open for acceptance by Freedom Park during the validity period indicated and calculated from the closing hour and date of the Bid; the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and

**NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**

- 5.8 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 5.9 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

Signature of Bidder: .....

Name of Signatory: .....

Capacity of Signatory: .....

Date: .....

Are you duly authorized to sign this **bid (Yes / No)?** .....

## 6 TENDER ABBREVIATIONS

<b>CPI</b>	Price Consumer Index
<b>FP</b>	Freedom Park
<b>COIDA</b>	Compensation for Occupational Injuries and Diseases Act
<b>SARS</b>	South African Revenue Services
<b>SLA</b>	Service Level Agreement
<b>SOP</b>	Standard Operating Procedure
<b>SP</b>	Service Provider

**BIDDER'S CURRENT AND PAST PROJECTS**

Bidders are hereby requested to complete the following table and list their current and previous similar projects

**CURRENT PROJECTS**

Name of organization Department/Company	Project Description	Date of appointment	Contract Period	Project Value	Contact Person

**PREVIOUS PROJECTS**

Name of organization Department/Company	Project Description	Date of appointment	Contract Period	Project Value	Contact Person



an agency of the  
Department of Sport, Arts and Culture

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**APPOINT A SERVICE PROVIDER TO SUPPLY, DELIVER, OFF- LOADING SANDSTONE AND  
TO RELOCATE, INSCRIBE NAMES AND PROVIDE REPAIRS AND MAINTENANCE SERVICE  
FOR THE WALL OF NAMES FOR A PERIOD OF THREE YEARS.**

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**1. PURPOSE**

To get approval to acquire service provider to supply, deliver, off- loading sandstone and to relocate, inscribe names and provide repairs and maintenance service for the wall of names for a period of three years through an open tender.

**2. BACKGROUND**

The Freedom Park is a Cultural Institution legislated by Cultural Institution Act No.119 of 1998. Freedom Park is heritage destination that provides a pioneering and empowering heritage and touring experience that challenge.

Visitors to reflect upon our past, improve our present and build on our future as a united nation.



The Wall of Names is an awe-inspiring structure (697m in length), inscribed with the names of those who died during eight conflicts within South Africa's history: Pre-Colonial Wars, Slavery, Genocide, Wars of Resistance, the South African War, the First World War, the Second World War, and the Struggle for Liberation. The Wall of name is an integral part of Freedom Park core business.

To date, more than, 165 000 names have been inscribed. The design also allows for future generations to memorialise their heroes and heroines (incremental approach). More names, with additional information, such as biographical data, will be available on a virtual wall accessible via touch screen terminals. The inscription process also involves relocation names which have been inscribed during the inception of Freedom Park project, which period had no clear guideline as to how names should be inscribed. Currently Freedom Park has clear guideline for inscription and relocation should be done in accordance with the guideline.

Freedom Park researchers collect names from civil society to be inscribed on the wall of names. The approval of these names is through a process whereby. Freedom Park has a committee which approves names before they are inscribed. It is now required that a service provider be appointed to supply sandstone, inscribe, relocate names according to guideline names and provide maintenance service on the Wall of Names for a period of three years.

The service provider will be required to inscribe as and when the committee approves submitted lists and do maintenance as and when Freedom Park identifies the need to do so. Lists of names will be submitted to the appointed contractor to proceed with inscription, relocation and provision of maintenance work as determined by Freedom Park.

### **3. SCOPE OF WORK**

The general scope of work and requirements include the following:

- Access and provide sandstone, cut, and inscribe names according to the freedom park name inscription guidelines.
- fix them to the wall of names, using the correct glue for the stones.
- engrave names on the panels according to Freedom Park Names Inscription Guidelines and procedure.
- Relocate names to new rows in accordance with the Inscription Guideline (when necessary).
- Inscription by each name and surname, date of birth and date of death
- ensure that there is accuracy in name and surname spelling.
- Provide maintenance service on the Wall as and when required.
- Paint the rusted frames as and when rusted frames have been identified.

### **4. SPECIFICATION**

- Manufacture and Supply sandstone used for repairs or new inscription.
- Relocate previously inscribed names to correct events as and when instructed by Freedom Park.
- Inscribe new names on the wall as and when new names have been research, verified, formatted, and submitted by Freedom Park.
- Provide maintenance services of the wall as and when required which include amongst other the following (Wash salts and algae on the wall once per annum as instructed by Freedom Park, derusting the rusted frames of the wall as and when a need arises).
- To provide urgent inscription as and when required which request shall have a call out fee.

## 5. REQUIREMENTS

- 5 years' experience and trackable record/reference of working on stones especially sandstone or similar.
- Submission of a sample of inscription of a name on Sandstone.

## 6. Technical Evaluation

6.1 The bid will be evaluated in 3 phases as follows:

1. Phase 1: Admin compliance
2. Phase 2: Functionality
3. Phase 3: 80/ 20-point system as prescribed in Preferential Procurement Policy Framework, Act of 2022.

### 6.1.1 Phase 1 Admin compliance

- a) The bidders must submit the required returnable documents as required by the Freedom Park's Supply Chain Management.
- b) The tenderer's bids will be evaluated based on the Supply Chain compliance of the returnable documents.

### 6.1.2 Phase 2 Functionality

- a) The system comprises of the elements with total point up to 100.
- b) The minimum score that can be achieved is 70

No.	Criteria	Weight	
1	<b>Relevant experience and track record in manufacturing of sand stone/quarry business</b>	<b>20</b>	
	10 + Years	10	
	5 Years	5	
	3 Years	3	
	1 Year	2	
2.	<b>Capacity</b>	<b>20</b>	

	CV's, qualifications, and relevant experience of the proposed team	5	
	Current workload of the organisation	5	
	Equipment and Facility (technical equipment and facilities for production or construction)	10	
3	Sample	<b>40</b>	
	Bidder must submit sample sandstones (Type 1 and Type 2 or Similar),  No sample submitted.	10  0	
	Submission of sample type 1 and 2 as per BOQ Sizes = 3  Incorrect size	10  0	
	Submission of inscribed sample type 1 and 2 =  No submission of Inscribed type 1 and 2 of the BOQ	10  0	
	Submission of sample that meets font requirement =	10	
4	<b>Methodology</b>	<b>20</b>	
	Bidders must submit a detailed Methodology on how they will implement the project. The Methodology should cover.  - Implementation Process - Maintenance of the Wall  Detailed Methodology = 5  Generic Methodology	10  0	
	<b>A bidder that scores less than 70 out of 100 in respect of "functionality" will be regarded as submitting a non-responsive bid and will be disqualified.</b>		

**Phase 3: 80/ 20-point system as prescribed in Preferential Procurement Policy Framework Act, regulation of 2022.**

6.1.2 Only the qualifying bids will be evaluated in terms of the 80/20 preference points system, where 80 points will be allocated to price only and 20 points will be allocated to the bidder's BBBEE status level of contribution.

## **7 SERVICE LEVEL AGREEMENT**

- 7.1 Appointed service provider must sign SLA within 30 days. Payments will be as per Service Level Agreement (SLA).
- 7.2 The cost breakdown should be provided and should form part of the business plan / proposal.
- 7.3 The successful bidder will be required to enter into a Service Level Agreement with Freedom Park to perform all functions as set out in the terms of reference.
- 7.4 Work will be done under the supervision of the Heritage and Knowledge.

## **8 GENERAL**

- 11.1 Bidders should register the **bid and sample** at reception before depositing the bid in the tender box located at Freedom Park Admin building corner Koch and 7<sup>th</sup> avenue Salvokop Pretoria
- 11.2 Tender documents received after the closing date and time will not be considered.
- 11.3 All bidders will be required to attend a compulsory briefing session.
- 11.4 All bidders must submit the bid document with the sample for evaluation purposes.

## **9 SOCIAL RESPONSIBILITY**

- 9.1 The successful service provider is required to bring a minimum of 250 learners, from a school of their choice at a discounted rate of R40 per annum during the duration of the contract.

## ANNEXURE A

### INSCRIPTION GUIDE FOR THE WALL OF NAMES

#### **Purpose/ Objectives of the Wall of Names:**

- To provide a perspective that the Struggle has been driven by Africans in the Liberation struggle category
- To honour those who died in the struggle as well as those who contributed selflessly to the struggle as defined by the TRC.
- To provide a storyline on freedom cutting across the eight conflicts
- To provide a deeper understanding of the conflicts
- To foster reconciliation

#### **Categorisation:**

- Thematic, chronological or both
- Except for liberation Struggle Wall, other conflicts allocated to other walls chronologically.

#### **1. No of Names per Conflict**

CONFLICT	WALL	NO. OF NAMES ALLOCATED
Precolonial	Wall 1	5 880
Genocide	Wall 2	5 880
Slavery	Wall 3	5 880
Wars of Resistance	Wall 4	5 880
SA War	Wall 5, 6, 7	40 000
Liberation Struggle	Wall 8	37 137
<b>TOTAL</b>		<b>100 657</b>

#### **Note:**

- Liberation struggle covers 4 Arms: Armed, Underground, Mass and International
- Cubans presented under International Solidarity - Liberation Struggle Wall

#### **2. Presentation of Conflicts:**

Main conflict, sub conflict, specific event, names

E.g., Liberation Struggle Wall, Mass struggle, 1976 Student Uprising, Peterson, Hector - 1976

Liberation Struggle Wall, Armed Struggle, Sipolilio Campaiggn, Boikhutso Nturu F. 1968  
Surname, first name space year of birth space dash space year of death  
Matanjane, Patrick 1942 – 2008

### **3. Numbering**

All names on Wall should be numbered, i.e., referenced. Not more than 7 characters

### **4. Display: SAMPLE (INSCRIPTION)**

**Font:** Arial 12pt;

Maximum number of characters including commas and space: 19

Where name and surname exceed 19 characters: inscribe surname with an initial

Where name, 1<sup>st</sup> and 2<sup>nd</sup> name exceed 19 characters: Surname, name and initial, or surname & initials

Leave blank space where there is no information

Where the date of birth is not known: Mzobe, Michael 1971 – 1996

Where there is no surname, first name should be used in the space of a surname

If no dates are available, the space must be left empty

### **5. Sub-Categories**

To ensure that the Wall tells a story, the following sub-categories have been developed:

#### **i) Africans subjugated as utilised as labour; Various forms of labour**

- Zanzibari's
- Indentured labour,
- Miners – Migratory labour system reflected.
- Forced labour reflected – isibhalo, xibalo, chibaro

#### **ii) The formation phase of the freedom movement**

- African Modernists
- 1898 - The South African Native Congress Leaders
- Africa for the Africans
- Bantu Women's League

- 1902 - Rent boycott in Ndabeni location in Cape Town
- 1902/1903 - Formation of the African Political Organization
- 1904-8 nearly 100 000 Chinese indentured labour for the mines, repatriated owing to protests about the 'Yellow Peril' – except for those who died in SA.
- 1908 Indian Anti-Pass Campaign
- 1909 - London Delegation Against Union - 8 person delegation of African and Coloured persons travels to London to protest at the draft South Africa Act.
- **Independent African Church leaders, Teacher and political organisations, Journalists, Traditional leaders. (4)**

**iii) The Union of South Africa and the response in terms of the liberation struggle**

- 1911 - Lawyers Pixley Seme, Alfred Mangena, and George Montsioa plan a National Congress for Africans.
- **1912 - Formation of the SANNC – First office bearers e.g. John Dube, Sol Plaatjie, etc.**
- **1913 - African Woman Anti-Pass protest - African woman in OFS choose jail rather than carry passes.**
- 1913 - Indian passive Resistance Campaign
- 1914 SANNC delegation goes to London to protest Natives' Land Act.
- 1917 Uprising of the Namibian people against South African" protection" i.e. UN mandate.
- 1919 SANNC delegation to the signing of the Treaty of Versailles
- 1919 - Formation of the ICU by Clemens Kadalie and other activists
- **SANNC office bearers and the 1913 Women Anti-Pass Protests. (2)**

**iv) Protests, communism, and consolidation**

- 1920 Transvaal National Congress launches anti-Pass Campaign
- 1920 African Miners Strike

- 1921 Bulhoek Massacre - Africans killed.
- 1921 Founding of the Communist Party of South Africa.
- 1922 Africans in Herschel, Eastern Cape boycott shops.
- 1922 - Rand Revolt 1922.
- 1930 Independent ANC formed.

v) **1930s - All Africa Convention 1930s - office bearers**

- 1930s: Removals of black men and women from the inner city e.g. Africans from Doornfontein to the new Orlando; or because they lived near white suburbs eg 1932 the demolition of Schonplats to make way for sports grounds in Pretoria, or blacks from Bertrams in 1937, with whites remaining.
- 1930 Communists launch Pass Burning Campaign
- 1930 Protests in Durban - Johannes Nkosi killed.
- 1935 All African Convention established (office bearers)
- 1936 - Natives Representative Council, 1936 – members list
- **Bulhoek, CPSA, All Africa Convention, Natives Rep Council. (5)**

vi) **Militancy grows, the emergence of the Youth League; and the introduction of 'internationalism' of the South African struggle.**

- 1940-45 Series of bus boycotts in Johannesburg's townships
- 1940 Alfred Xuma becomes president of the ANC, list of other office bearers.
- Atlantic Charter and African Claims
- UNO and pressure by India and other countries
- **1943 Formation of the ANC Youth League (office bearers)**
- 1943 Coloured Advisory Council (CAC) established - Office bearers.
- 1943 Anti CAC group allies with All Africa Convention and forms **Non-European Unity Movement (members of the NEUM) – list leading figures.**
- 1944 Sofasonke squatter camp movement (James Mpanza)
- 1946 Miners Strikes at least 12 deaths.

- Passive Resistance Campaign (list names of imprisoned)
- **1946 Indian Representation Act offers Indians limited representation by whites in parliament and Natal Provincial Council**
- 1947 Lembede dies – Peter Mda becomes new president of the CYL, other office bearers.
- **CYL, NEUM, Indian Congress. (3)**

vii) **Unity of the oppressed and mass mobilisation**

- 1949 Programme of Action pushed through by ANCYL and adopted by ANC.
- 1950 May Day strike – at least 18 killed.
- 1950 CPSA banned and **SACP formed.**
- 1950s Bus Boycotts on the Reef after fare increases
- 1950s Peasant uprisings: ga Matlala and Zeerust
- **1951 War Veteran Torch Commando Protests – list of protesters**
- 1952 Galeshewe Massacre in the Northern Cape.
- 1952 ANC Launches Defiance Campaigns - 1952 Riots
- **1952 Congress of Democrats and Coloured Peoples Organisation formed.** – acknowledge these early leaders.
- 1952 Amadelakufa volunteer section of the ANC
- 1953 World Federation of Democratic Youth Congress attended by Duma Nokwe and Henry Mokgothi
- **1955 Freedom Charter adopted at the Congress of the People, crackdown on extra-parliamentary organisations leads to Treason Trial** list of leaders of delegations from all the branches?
- **1955 - Federation of South African women**
- **1955 - SACTU**
- 1956-1960 Treason Trial of 156 activists

- **1956 Women's march to the Union Building in Pretoria** - (between 10 000 - 20, 000 women march, depending on which newspaper reported the event.)
- 1950s major uprisings in Sekhukhuniland, Pondoland; Natal and Zululand
- **1957 – Zeerust Women's march**
- **1959 PAC formed by Robert Sobukwe (first office bearers)**
- 1959 Pre Umkhonto acts of sabotage, burning of sugar cane farms, list of those involved.
- **1959 Ixopho more than 20 000 women marched.**
- **1959 Women's March eMkhumbane**
- **Sub-categories: SACP, War Veterans War Commando, COD and CPO, Freedom Charter, Women, PAC, Labour-SACTU, Treason Trialists (8)**

viii) **Military wings and their activities; exile and the Rivonia Trial**

- 1960 Anti-Pass Law campaign. Sobukwe arrested, sentenced to three years, but held for six more years.
- **Sharpeville massacre**, march on Cape Town by PAC Phillip Kgosana  
**ANC and PAC banned - military wings formed.**
- Pondoland Revolts and the killing of 11 at Ngquza Hill.
- 1961-armed struggle participants Lelies Farm Rivonia, sabotage  
Albert Luthuli Nobel Prize awarded.
- 1961 -1963 people charged under the Sabotage Act and jailed on Robben Island – both PAC and MK. In early years PAC outnumbered other organisations on RI.
- 1962 Lobatse Conference – Botswana (participants)
- 1962 - December the Ntлонзе massacre at Cofimvaba, Transkei
- Mbashe River killing of white family by Poqo
- 1963 Ninety Day Act to crush Poqo and MK
- Many political trials following hundreds of detentions, with torture increasingly applied.

- List of banished people (such as leaders of the 'Congo' movement in Pondoland after the suppression of the uprising and many other 'agitators'), those served with 24-hour and 12-hour house arrests.
- List banned people who kept underground structures such as M Plan etc. going e.g., Francis Baard and 100s more.
- ARM station bomb (check date 1965?) and execution of John Harris
- 1964 - Rivonia Trial
- Fischer trial – 1965
- More trials of those accused of conspiring to leave the country to undergo military training – research, including Bizo's, newspaper reports. Their immense significance for a populace hungry for news that resistance was not crushed.
- 1967 Wankie Luthuli Detachment engage with SADF.
- **Sharpeville, MK and Poqo – internal, Wankie and Sipolilo – external. (3)**

**ix) The emergence of Black Consciousness Movement and the mass youth involvement in South African politics**

- 1969 Trial of the 22, list includes Winnie Mandela, Joyce Sikhakhane etc.
- 1969 South African Students' organization founded (SASO) formed – founder members.
- 1972 BPC co-ordinate BCM adherents (participants)
- 1972 – 1973 wave of strikes
- 1975 BC Trial following celebration of Mozambique's independence – included Strini Moodley.
- 1976 NUSAS trial for calling for the release of political prisoners.
- **1976 – Uprisings, big wave of South African youth gets involved in the armed struggle. (list)**
- 1977 – Biko dies in detention, 17 newspapers organisations and 2 newspapers banned.
- **1979 - Comrades killed in Rhodesia**

- 1979 – Wiehann Commission advocates official recognition of trade unions
  - Council of Union of South Africa and Federation of South African Trade Unions
  - Industrial Conciliation Act embodies Wiehann recommendations.
- 1980's School boycotts, Labour strikes, protest marches

### **Challenges**

- Chronology
- Conflict areas vs Events/Systems
- Inclusivity (SADF)
- Periodisation
- Categorisation
- Clear purpose – Honour vs history
- Unilingual

## **9 PRICING INSTRUCTION**

### **9.1 General**

- 9.1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.
- 9.1.2 The Price Schedule shall be read with all the documents which form part of this Contract.
- 9.1.3 The following words shall have the meanings hereby assigned to them:
 

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

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

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

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

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

## 9.2 Units of Measurements

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

Abbreviations used in the of Quantities are as follows:

Mm	=	millimetre	h	=	hour
M	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m <sup>2</sup>	=	square metre	no.	=	number
m <sup>2</sup> .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m <sup>3</sup>	=	cubic metre	MN.m	=	meganewton-metre
m <sup>3</sup> .km	=	cubic metre-kilometre	PC sum	=	Prime Cost
sum			Prov sum	=	Provisional sum
l	=	litre	%	=	Per cent
kl	=	kilolitre	kW	=	kilowa
MPa	=	megaspascal			

## 9.3 Rates

- 9.3.1 This price list has columns for quantity, rate and price for the goods. Entries in these columns are made as follows:
  - 9.3.2 If the Supplier is to be paid an amount for the goods which is a fixed price for an item or a fixed price for each of a series of items, the tendering supplier enters the amount in the price column only, the other two columns being left blank.
  - 9.3.3 If the Supplier is to be paid an amount for the goods which is the unit rate for each item multiplied by the quantity of the item supplied, (i.e., a 'Price Schedule' arrangement) - the tendering supplier enters the rate which is then multiplied by the quantity (which has been entered either by him or by the Purchaser) to produce the price which is also entered.
  - 9.3.4 If the Supplier is to be paid an amount for an item of the goods which is the rate multiplied by the quantity supplied -whatever that quantity turns out to be (i.e., a 'Schedule of rates' arrangement) - the tendering supplier enters the rate only, the other two columns being left blank. The tendering supplier's offer cannot include a

total of the prices which covers all the items which the Supplier has to supply if any of the supply is dealt with using items with a rate only.

9.3.5 Rate only entries must not be made for work covered by other items.

**CORRECTION OF ENTRIES MADE BY TENDERER**

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

**ANNEXURE A: BOQ WITH SAMPLE TYPES**

**SBD 1****PART A INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)</b>				
BID NUMBER:	FP 02/2023 HK	CLOSING DATE:	07 December 2023	CLOSING TIME:
DESCRIPTION	Appointment of a service provider to supply, deliver, off- loading sandstone and to relocate, inscribe names and provide repairs and maintenance service for the wall of names for a period of three years			
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>				
Freedom Park Administration Building, Cnr Koch & 7th Avenue, SALVOKOP, PRETORIA, 0001				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Edward Buthelezi	CONTACT PERSON	Victor Netshiyava	
TELEPHONE NUMBER	012 336 4003	TELEPHONE NUMBER	012 336 4016	
FACSIMILE NUMBER	012336 4021	FACSIMILE NUMBER	012 3364021	
E-MAIL ADDRESS	edward@freedompark.co.za	E-MAIL ADDRESS	victor@freedompark.co.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 ENCLOSURE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
<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 IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: .....

## **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

## **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**

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### **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**

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	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:

80/20 or 90/10

$$\mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)}$$

Where 80/20 or  $Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)$

or  $90/10$

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:

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

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.)**

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)
100% Black owned		8		
51% -99% Black owned		5		
100% women		6		
51% -99% women		4		
100% youth owned		5		
51% -99% youth owned		2		
2% Owned by Persons with Disabilities		1		

#### **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 proprietor
- 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:** .....

.....  
.....

**THE NATIONAL TREASURY**  
**Republic of South Africa**



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

## **NOTES**

The purpose of this document is to:

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

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

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

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<b>1. Definitions</b>	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>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.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>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.</p> <p>1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the 5 RSA.</p> <p>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.</p> <p>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.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p> <p>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.</p>
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	<p>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.</p> <p>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.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.\</p> <p>1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such 6 obligations of the supplier covered under the contract.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
<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</p> <p>5.1 Except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause</p> <p>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> <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.</p> <p>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:</p> <p>(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</p> <p>(b) a cashier's or certified cheque</p> <p>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.</p>
<b>8. Inspections, tests and analyses</b>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p>

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>3.1 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.</p>
<b>9. Packing</b>	<p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the ontract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>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.</p>
<b>10. Delivery and documents</b>	<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p> <p>10.3</p>
<b>11. Insurance</b>	<p>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.</p>
<b>12. Transportation</b>	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>

	<p><b>13. Incidental services</b></p> <p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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.</li> </ul> <p>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.</p>
<p><b>14. Spare parts</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(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.</li> </ul> </li> </ul>
<p><b>15. Warrant</b></p>	<p>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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p>

	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>	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
<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 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> <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</p> <p>21.2 without the application of penalties.</p>

	<p>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.</p>
<b>22. Penalties</b>	<p>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.</p>
<b>23. Termination for default</b>	<p>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:</p> <p>(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;</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>(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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <p>(i) the name and address of the supplier and / or person restricted by the purchaser;</p> <p>(ii) the date of commencement of the restriction (iii) the period of restriction; and</p> <p>(iv) the reasons for the restriction.</p>

	<p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>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.</p>
<b>24. Anti-dumping and countervailing duties and rights</b>	<p>24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>
<b>25. Force Majeure</b>	<p>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.</p> <p>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.</p>
<b>26. Termination for insolvency</b>	<p>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.</p>
<b>27. Settlement of Disputes</b>	<p>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.</p> <p>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.</p> <p>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.</p>

	<p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ul style="list-style-type: none"> <li>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</li> <li>(b) the purchaser shall pay the supplier any monies due the supplier.</li> </ul>
<b>28. Limitation of liability</b>	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul>
<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>	<p>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</p> <p>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</p>
<b>32. Taxes and duties</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>33. National Industrial Participation (NIP) Programme</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.
<b>34 Prohibition of Restrictive practices</b>	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).

	<p>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.</p> <p>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.</p>
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