



**BREDE-OLIFANTS CATCHMENT MANAGEMENT AGENCY
TERMS OF REFERENCE**

DOCUMENT INFORMATION SHEET

Title of Document	TELECOMMUNICATION SERVICES (VOIP AND INTERNET SERVICES) FOR THE BREDE OLIFANTS CATCHMENT MANAGEMENT AGENCY FOR FIVE (5) YEARS
Type of Document	Request for Proposal
Document Number	BOCMA RFP2025/02
Technical Specifications Prepared	Bid Specification Committee
Prepared for	Brede- Olifants Catchment Management Agency
Date of Issue (Available)	17 June 2025
Closing Date	10 July 2025

NAME OF THE BIDDER

.....

Total Tender Price R.....

[For the period of (5) five years]

CNR Mountain Mill and East Lake Road, Worcester, 6850
Private Bag X3055, Worcester, 6849

ABBREVIATIONS AND ACRONYMS

APP	Annual Performance Plan
BEE	Black Economic Empowerment
BBBEE	Broad-Based Black Economic Empowerment
BGCMA	Breede-Gouritz Catchment Management Agency
BOCMA	Breede-Olifants Catchment Management Agency
BOWMA	Breede-Olifants Water Management Area
BGWMA	Breede-Gouritz Water Management Area
CEO	Chief Executive Officer
CFO	Chief Financial Officer
CMA	Catchment Management Agency
CMF	Catchment Management Forum
CMS	Catchment Management Strategy
DWS	Department of Water and Sanitation
EE	Employment Equity
ELU	Existing Lawful Use
EME	Exempted Micro Enterprises
FE	Financial Enterprise
GIS	Geographical Information System
GRAP	Generally Recognized Accounting Practice
HDI	Historically Disadvantaged Individual
HR	Human Resources
IT	Information Technology
ISPs	Internal Strategic Perspectives
IB	Irrigation Board
MOU	Memorandum of Understanding
MTEF	Medium Term Expenditure Framework
MTSF	Medium Term Strategic Framework
NCIMS	National Compliance Information Management System
NDP	National Development Plan
NEMA	National Environmental Management Act
NRF	National Research Foundation
NWA	National Water Act, 1998 (Act 36 of 1998 as amended)
NWRS	National Water Resource Management Strategy
PDMS	Performance and Development Management System
NWRS	National Water Resources Strategy
PSP	Professional Service Provider
PFMA	Public Finance Management Act
QSE	Qualifying Small Enterprises
RORs	Record of Recommendations
RPF	Resource Poor Farmers
RQOs	Resource Quality Objectives
SLA	Service Level Agreement
TMG	Table Mountain Group
V&V	Validation and Verification
WMIs	Water Management Institutions
WARMS	Water Authorisations and Registration Management System
WRM	Water Resource Management
WSA	Water Services Act, 1997 (Act 108 of 1997)
WSA	Water Services Authority
WSDPs	Water Services Development Plans
WUA	Water User Association

1. BACKGROUND

The Breede-Olifants Catchment Management Agency (BOCMA) is a public entity in terms of the National Water Act, Number 36 of 1998, as amended. It is governed by the Board which is appointed by the Minister of Water and Sanitation. The Board as an Accounting Authority reports directly to the Minister of Water and Sanitation. The primary mandate of the BOCMA includes the management of its water resources in line with the National Water Act and the National Water Resource Strategy. Being a public entity, it has to comply with the Public Finance Management Act, 1999 and National Treasury Regulation, 2005 (NTR) as amended. The BOCMA has its Head Office in Worcester and a secondary office in George and the services are required in both offices.

The intention of this tender is to appoint a Bidder who will provide all offices with the Telecommunication services for a period of 5 years (60 Months) and maintain the services.

2. PURPOSE

The Breede-Olifants Catchment Management Agency invites suitably qualified service providers to provide a hosted Private Branch Exchange (PBX) over VoIP Internet connectivity, MetroFibre connectivity between (3) three sites of the BOCMA offices for a period of (5) five years.

3. SCOPE AND SERVICES REQUIRED

3.1 HOSTED (CLOUD BASED) PBX SYSTEM

The hosted PBX system shall be provided for and owned by the service provider and securely hosted at their premises at no additional cost to the BOCMA except for the monthly subscription fee, per account, to provide the following services for a period of 60 months:

- Mobile-to-Fixed Convergence
- Mobility (calls to follow user from desk phone to mobile phone or laptop)
- Client application on mobile devices and smartphones running iOS or Android
- Affordable handset devices

- Inbound, outbound, and inter-site calls
- Free inter-site calls
- Internal call directory
- Call conferencing
- IVR menus (digital receptionist)
- Hunt list
- Voice mailboxes
- Extensions
- Call routing capabilities e.g. call transfer, call waiting etc.,
- Reception with integration of inter-building intercom system
- Secure pin dialling
- Technical support and reasonable system enhancements at no additional cost.
- Telephone Management System (TMS) software and support thereof shall be all inclusive at no additional cost to the BOCMA in order to manage the hosted PBX. The Telephone Management System (TMS) software must provide all the following functionalities:
 - Accessible securely via the Internet browser
 - User extension profile
 - Access, view and download all invoices, statements and payments and itemised billing
 - Access real-time account status and usage
 - Account credit restrictions, monitoring and control at an organisational or user level
 - Detailed reporting that is easy to navigate and delegate to managers
 - Real-time cost reporting by extension, date, time and numbers dialled
 - Summary cost report by extensions and groups
 - Exportable reports to Microsoft Excel software
 - Call trend and data analysis in graphical formats
 - Call analytics
 - Queue management
 - Graphical status of extensions
 - Voice mail sent to handset and/or email
 - Full management of the PBX system from the console
 - Management of media (tones, music, digital receptionist, menu recordings)
 - Customised VOIP phone provisioning

- Customised service selection e.g. barring international calls per user

NB: Kindly note that there is a need for number porting if the winning bidder is different from the current provider, and preferably a sharecall number is introduced.

3.2 VOICE AND DATA LINE SERVICES

The Service Provider shall provide the following:

- Voice and data connectivity to 2x BOCMA sites as per the detailed requirements in section below.
- Data only connectivity to SITA offices, Salt River
- 98% Monthly Uptime Connectivity SLA.
- Centralized Internet Break-out point in Worcester only.
- Support & Maintenance call centre.
- Remote support, fault reporting.
- Quality of service setup for MS Teams Traffic for all sites and
- Services will be delivered at the following sites.
 - Corner Mountain Mill and Eastlake Road, Worcester, 6850
 - 3rd Floor, 101 York Street, George, 6529
 - SITA, Fir St, Observatory, Cape Town, 7925

4. PRODUCTS SPECIFICATIONS

The Service Provider shall provide the following products to the BOCMA:

- Monthly Subscriptions
- 1x Hosted PBX to host 130 IP extensions spread across 2x BOCMA Offices
- The number of physical handsets required must be as follows:
 - Main Site (Worcester): 90x Physical handsets (1x reception handset and 89x Normal)
 - Second Site (George): 40x Physical handsets (1x reception handset and 39x Normal)
- All necessary hardware required for telephony at all the sites (e.g. handsets, etc.)
- All hardware should be under extended warranty for the duration of the contract.
- Adequate network connectivity for voice and data for each location with the following minimum requirements:

- Main Site (Worcester): 90x Telephone extensions with 100Mbps of voice and data connectivity.
- Second Site (George): 40x Telephone extensions with 100Mbps of voice and data.
- Third Site (SITA, Salt River) 10Mbps data only
- 5 Usable Public IP address
- 1x Enterprise Router for Internet Connectivity (Internet Breakout point from Worcester Office only)

5. MANDATORY REQUIREMENTS

Please indicate your selection with a “X and substantiate or provide proof”

Failure to provide proof or supporting documentation will result in immediate disqualification.

5.1 HOSTED (CLOUD) PBX SYSTEM

Deliverable	Comply	Not Comply
5.1.1 The solution should be a secured cloud hosted solution. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.1.2 The solution should be a mobile-to-fixed convergence. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.1.3 The solution should cater for Mobility (calls to follow user from desk phone to mobile phone and laptop). Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.1.4 The solution should have client application on mobile devices (iOS or Android) and laptops. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.1.5 The solution should provide free inter-site calls (between BOCMA Offices). Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.1.6 The solution should provide call conferencing facility. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.1.7 The solution should provide IVR menus (digital receptionist). Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.1.8 The solution should provide a reception with integration of inter-building intercom system. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.1.9 The solution should provide technical support at no additional cost. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.1.10 The solution should provide call routing capabilities e.g., call transfer, call waiting etc. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.1.11 The solution should provide affordable handset devices. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.1.12 The solution should provide the capability of inbound, outbound, and inter- site calls. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.1.13 The solution should cater for internal call directory. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.1.14 The solution should have a hunt list. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.1.15 The solution should provide voice mailboxes. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.1.16 The solution should provide telephone extensions. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.1.17 The solution should provide secure pin dialing. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.1.18 The solution should provide technical support at no additional cost. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.1.19 The solution should be accessible securely via the internet browser. Substantiate by describing how you meet this requirement.		
Substantiate:		

5.2 TELEPHONE MANAGEMENT SYSTEM

Deliverable	Comply	Not Comply
5.2.1 The solution should provide user extension profile. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.2.2 The solution should access real-time account status and usage. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.2.3 The solution should provide real-time cost reporting by extension, date, time, and numbers dialed. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.2.4 The solution should provide exportable reports to Microsoft Excel software. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.2.5 The solution should provide queue management. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.2.6 The solution should provide customised VOIP phone provisioning. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.2.7 The solution should provide access, view, and download all invoices, statements and payments and itemised billing.		
Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.2.8 The solution should provide account credit restrictions, monitoring, and control at an organisational or user level.		
Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.2.9 The solution should allow access for detailed reporting that is easy to navigate and delegate to managers.		
Substantiate by describing how you meet this requirement.		

Substantiate:		
Deliverable	Comply	Not Comply
5.2.10 The solution should provide a summary cost report by extensions and groups. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.2.11 The solution should provide graphical status of extensions. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.2.12 The solution should provide voice mail sent to handset and/or email. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.2.13 The solution should provide full management of the PBX system from the console. Substantiate by describing how you meet this requirement		
Substantiate:		

Deliverable	Comply	Not Comply
5.2.14 The solution should provide management of media (tones, music, digital receptionist, menu recordings). Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.2.15 The solution should provide customised service selection e.g., barring international calls per user. Substantiate by describing how you meet this requirement.		
Substantiate:		

5.3 CALLING COSTS COMPARISON AND SLA

Deliverable	Comply	Not Comply
5.3.1 The solution should provide a detailed call costs comparison that is competitive with local telecoms market indicating the cost savings for both post-paid and pre-paid rates. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.3.2 The solution should provide a detailed technical and functional support plan with draft Service Level Agreement that will be proposed and costed. Substantiate by describing how you meet this requirement.		
Substantiate:		

5.4 VOICE AND DATA LINE SERVICES

Deliverable	Comply	Not Comply
5.4.1 The solution should provide connectivity to all BOCMA sites accessing network shared services and internet services. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.4.2 The solution should be available at all times with a system uptime of 98%. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.4.3 The solution should provide a centralized Internet Break-out from one location (Worcester). Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.4.4 The voice and data connectivity will be delivered as the project plan to support the following.: <ul style="list-style-type: none"> • There must be 130 extensions spread across 2x offices (Worcester and George) • All necessary hardware required for data and telephony services at all the sites. This includes telephony handsets. • All hardware will have under extended warranty covering the duration of the contract. • Adequate network connectivity for voice and data for each location. Substantiate by describing how you meet this requirement. 		
Substantiate:		

Deliverable	Comply	Not Comply
5.4.5 The solution should provide support & maintenance call centre. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.4.6 The solution should provide remote support, fault reporting. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.4.7 The solution should provide quality of service to ensure voice quality.		
Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.4.8 The solution should provide Quality of service setup for MS Teams Traffic and Voice for all sites (Internet link).		
Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
5.4.9 The bidder must have ICASA licence and technical certification in <ul style="list-style-type: none">✓ VOIP and Telephony,✓ Networking or equivalent and✓ certified project manager on PMBOK, PRINCE II or equivalent. Certified certificates must be attached.		
Substantiate by describing how you meet this requirement.		
Substantiate:		

6. ADMINISTRATIVE/COMPLIANCE REQUIREMENTS:

Deliverable	Comply	Not Comply
6.1 Project Planning based on scope of work: The bidder is required to submit a comprehensive project management plan detailing their methodology and approach, including a quality management plan, project milestones, phases, resource allocation, estimated timelines, and a risk management strategy addressing potential changes in scope, quality, schedule, and costs. Substantiate by describing how you meet this requirement.		
Substantiate:		

Deliverable	Comply	Not Comply
6.2 The service provider is required to submit a comprehensive plan for technical and business support, along with a preliminary service level agreement. This submission should include clear performance objectives, metrics for uptime/downtime and response times, escalation procedures, and explicit penalty and exit clauses. Additionally, the plan should detail the process for skills development and transfer to BOCMA's ICT personnel. Substantiate by describing how you meet this requirement.		
Substantiate:		

7. EVALUATION CRITERIA AND METHODOLOGY

Phase1: Pre – qualification requirements

Administrative Requirements

The information contained in the Table below will be used in assessing the responsiveness of bidders.

DESCRIPTION	MINIMUM PROOF REQUIRED	TICK SUPPLIED	
		YES	No
Tax Compliance Status	CSD Tax Compliance and Tax Clearance PIN		
	Proof of CSD registration number		
Completed and signed Compulsory Declaration of Interest Form			
SBD1	Completed, signed and submitted		
SBD 3.3	Completed, signed and submitted		
SBD 4	Completed, signed and submitted		
SBD 6.1	Completed, signed and submitted		
Company registration certificate CIPRO / CIPC	Company registration documents / certificate from CIPRO / CIPC		
Company profile	Detailed company profile		

Company Resolution	Submitted and Signed		
Financial Statements (valid year is between (2021/2022; 2022/2023; and 2023/2024)	Financial Statement for the last three financial years (Financial statement signed off by an independent professional accountant)		
Declaration of Tenderer Is the form duly completed and signed?	Declaration of Tenderer Is the form duly completed and signed?		

MANDATORY REQUIREMENTS:

DESCRIPTION	MINIMUM PROOF REQUIRED	TICK SUPPLIED	
		YES	No
SBD 3.3	Completed, signed and submitted (Price indicated in this document may not be changed after closing date)		
Accreditation: NB : Registered in the name of the company Tendering	ICASA, IECS and IECNS		

Phase 2: Technical Evaluation

The evaluation of the technical part of the proposal will be on the basis of the candidate's responsiveness to the terms of reference, as well as the application of the evaluation criteria and points system as indicated below. Each responsive proposal will be given a technical score. The proposals will receive further consideration if they score at least 70% minimum points out of the 100% for functionality

1 = poor, 2 = average, 3 = good, 4 = very good, and 5 = excellent

A bidder must meet 70 points out of 100 points on technical mandatory requirements. Where a bidder received less than 70% out of 100% , a bidder will not be considered for further evaluation.

Functionality evaluation will be based on the following criteria:

No	Criteria	Points 1-5	Weight	Score
1	COMPANY EXPERIENCE			
	The bidder must provide contactable reference letters where five (05) letters clearly shows to have supplied, delivered and installed MetroEthernet Fiber connectivity and Centralized Internet breakout point in the past five (05) years. (BOCMA reserves the right to contact any of the references). Note: The reference/s letter must be on the company letterhead, have a description, be signed, and have contact details for the referrer. Appointment Letters and Purchase Orders will not be accepted. Years will be calculated consecutively, not cumulatively for each client. The reference letters should be on the client's letterhead making the below experience. The years that will be considered between 2015 until 2025		25	
	0 to 3 years relevant experience	1		
	4 to 5 years relevant experience	2		
	6 to 7 years relevant experience	3		
	8 to 10 years relevant experience	4		
	>10 years relevant experience	5		

	<p>An additional five (05) contactable reference letters where they have supplied and installed a hosted (cloud) PBX solution in the past Five (05) years. (BOCMA reserves the right to contact any of the references).</p> <p>In the event that a supplier is not able to supply both MetroEthernet/Fiber Internet and PBX services, no points will be awarded. <i>Note: The reference/s letter must be on the company letterhead, have a description, be signed, and have contact details for the referrer.</i></p> <p>Appointment Letters and Purchase Orders will not be accepted. Years will be calculated consecutively, not cumulatively for each client. The reference letters should be on the client's letterhead making the below experience.</p> <p>The years that will be considered between 2015 until 2025</p>		25	
	0 to 3 years relevant experience	1		
	4 to 5 years relevant experience	2		
	6 to 7 years relevant experience	3		
	8 to 10 years relevant experience	4		
	>10 years relevant experience	5		
2	TEAM CAPABILITIES			
	<p>Attach resumes of each key project team member indicating qualifications, experience, accreditation / affiliation (where relevant)</p> <p>Schedule of similar work (list the works related to the project). Bidders must submit the resume indicating the experience in this field. One project team member must be certified with the following certificates: CCIE or CCNP and CCNA Voice or equivalent qualifications.</p>		20	
	0 to 3 years relevant experience	1		
	4 to 5 years relevant experience	2		
	6 to 7 years relevant experience	3		
	8-10 years relevant experience	4		
	>10 years relevant experience	5		
3	PROJECT PLAN AND METHODOLOGY			
	<p>The Bidder is required to include a comprehensive implementation plan that must include a Gantt Chart and Method Statement.</p> <p>The bidder must demonstrate how they will</p>		20	

	supply, deliver, install, configure and maintain the Metro Fiber network and PABX by clear project plan outlining timeframes (Gantt chart) from the delivery date and a methodology for implementation of services (time frame to be included). The service provider is also required to outline the methodology for logging calls for support purpose. No hand drawn illustrations will be accepted.			
	No project plan and methodology	1		
	Project plan provided with no clear deliverables, methodology & timeframes/milestones.	2		
	Project plan provided with clear deliverables, methodology & timeframes/milestones.	3		
	Project plan provided with methodology, deliverables, timeframe/milestone & management of the project.	4		
	Project plan provided with methodology, deliverables, timeframe/milestone & management of the project and the clear after sales support service with turnaround times on logged calls or queries.	5		
4	CALL CENTRE			
	The bidder must provide a document of 24/7 Call Centre support with escalation (The document can be an SLA Document).	5	10	
	No document submitted to prove the 24/7 call centre	1		
TOTAL All documents in support of the various sections above must be submitted to claim the maximum			100	

Phase 3: Price and specific goals evaluation.

All proposals will be evaluated on the 80/20 preferential point system in accordance with the provision of the Preferential Procurement Policy Framework Act No. 5 of 2000 and the Preferential Procurement Regulations (2022).

The value of this tender is not expected to exceed R50 000 000 therefore:

The following 80/20 preferential point system will be used for the evaluation of the proposals:

In terms of the Preferential Procurement Regulations 2022, a maximum of 20 points may be awarded to a tenderer for the specific goals specified for the tender and a maximum of 80 points will be allocated to tenderer for pricing. Points scored for specific goals will be added to points scored for price and the total will be rounded off to the nearest two decimal places. Services providers are required to complete SBD 6.1, Table 1 to claim specific goals points under the column named 80/20 number of points allocated. Failure to complete table 1 of SBD 6.1 will mean that no points for specific goals will be allocated to a bidder and a service provider will only receive points for price only. The documents to verify specific goals are mandatory when the tenderers are claiming specific goals.

Quantitative Assessment

Bids that achieve the minimum technical requirement will be further adjudicated on Price and Specific Goals. The method of scoring Financial Proposals and the Specific Goals is described in the attached Preference Points Claim document (SBD 6.1)

The allocation of tender adjudication points for this Contract shall be as follows:

Area of Adjudication	Maximum Points
Pricing	80
Specific Goals	20
Total Points (S)	100

POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

Specific Goals:

Evaluation Element	Weighting / Points Specific Goals
Enterprise is 51% or more Black Woman Owned	10
Enterprise owned by people with disability or Youth	5
Enterprise is 51 % or more Black owned	5
Maximum points	20

Please provide proof for specific goals.

Failure to submit proof for specific goals will not disqualify you but you will not score any points for specific goals.

The following documents will be used as verification documents

1. BEE Certificate / Affidavit
2. Certified Identity Document
3. Letter from the Doctor confirming disability

8. MANAGEMENT ARRANGEMENTS

The service provider will report to a committee chaired by the Professional Engineer: Water Resources Management. The members of the committee will include relevant internal and identified external stakeholders.

9. ENQUIRIES

For technical queries and requirements only: Mr. Langa Twaive

ICT Manager

Tel: (023) 346 8000

E-Mail: Ltwaise@bocma.co.za

For administrative and SCM queries and requirements: Ms Noxolo Mafanya

Telephone number: (023) 346 – 8000

Email: nmafanya@bocma.co.za

10. ENQUIRIES AND SUBMISSION

- All enquiries must be made in writing and will be responded to during office
- hours (08:00 to 16:00, Monday to Friday).
- Administrative enquiries : Noxolo Mafanya: Telephone (023) 346 8000 / E-mail nmafanya@bocma.co.za
- Technical Enquiries : Langa Twaive : Téléphone (023 346 8000/ Email : ltwaive@bocma.co.za
- Proposals should be submitted by not later than **10 July 2025 at 12:00** in **hard copy format** in a sealed envelope.
- Post it to: **Attention: Acting: Chief Executive Officer,**
- **BOCMA RFP 2025/02; Proposal for Telecommunication Services ; Private Bag X 3055, Worcester, 6850 OR**
- **Cnr Mountain Mill and East Lake Roads, Worcester, 6850**
- Proposals not meeting the submission requirements or submitted after the due date will be disqualified.
- Service providers must submit **five (5)** hard copies of the proposal.
One hard copy must be the original submission, clearly marked “Original” and the remaining hard copies can be copied versions of the original.

11. DISCLAIMER

BOCMA reserves the right not to appoint a service provider and is also not obliged to provide reasons for the rejection of any proposal.

BOCMA reserves the right to:

- (a) Award contract to a service provider;
- (b) Reject all bids;
- (c) Decline to consider any bids that do not conform to any aspect of the bidding requirements;
- (d) Cancel this tender or any part thereof at any time.

For enquiries contact: Administrative requirements: Ms Noxolo Mafanya

Telephone number: (023) 346 – 8000

Email: nmafanya@bocma.co.za

SPECIFIC CONDITIONS

Respondents should complete all the returnable SCHEDULEs/SBD forms listed below.

RETURNABLE SCHEDULES

(All ANNEXUREs must be completed and returned by the Supplier(s) when submitting the bid.)

RETURNABLE SCHEDULE 1: Invitation to Bid (SBD 1)
RETURNABLE SCHEDULE 2: Pricing schedule (SBD 3.3)
RETURNABLE SCHEDULE 3: Declaration of Interest (SBD 4)
RETURNABLE SCHEDULE 4: Preference Points Claim Form (SBD 6.1)
RETURNABLE SCHEDULE 5: General Conditions of the Contract

TERMS AND GENERAL CONDITIONS

- (a) All submissions must be received by the Breede-Olifants Catchment Management Agency no later **10 July 2025 @ 12:00**. Respondents must submit their proposals before the closing date and time. No late submissions will be considered;
- (b) All submissions and subsequent information received will become the property of the Breede-Olifants Catchment Management Agency and will not be returned;
- (c) Failure to complete all supplementary information will result in submissions being deemed null and void and shall be considered “non-responsive” and therefore not considered;
- (d) Telegraphic, telexed, faxed or e-mailed submissions will not be accepted;
- (e) Respondents or their representatives (including the courier services) must ensure that they register their submissions in the Lodging Sheet at the Reception Desk of the above-mentioned Breede-Olifants CMA Office, wherein they will indicate the name of the person delivering the submission, the number of copies submitted, the time and date of submission and sign the document;
- (f) The contact persons reflected above shall be the only point of contact for this contract. Failure to observe this requirement might lead to immediate disqualification of the respondent;
- (g) The Breede-Olifants CMA reserves the right not to accept any submission;
- (h) Bidders must comply with Regulation 13(c) of the Public Service Regulations, 2016 which states that “an employee in the public service shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in ANNEXURE 2 and 3 of the PFMA”;
- (i) Submission of a Request for Proposal and its subsequent receipt by the Breede-Olifants CMA does not represent a commitment on the part of the Breede-Olifants CMA to proceed further with any Respondent or any project;

- (j) No costs incurred by the Respondents in the preparation of their submission will be reimbursed;
- (k) Public Liability - Breede-Olifants CMA shall not be liable in respect of any claims, damages, accidents, etc. to persons, properties, vehicle rights, etc. that may arise from the carrying out of this contract;
- (l) Tender prices must remain valid for a period of one hundred and twenty (120) days (calculated from closing date of the bid).

DISQUALIFICATION

- a) It must be stressed that any queries relating to this request for administration must be addressed only to nmafanya@bocma.co.za, who are identified as contact persons for this contract; Ms Noxolo Mafanya at Supply Chain Management Unit Contact Number: 023 – 346 8000. The queries must be in writing addressed to the above-mentioned officials. The queries must be sent to the above-mentioned officials before.

Respondents are not to communicate in any manner or form whatsoever with members of Breede-Olifants Catchment Management Agency's personnel about the RFP until the preferred Supplier(s) has been selected and the procurement process completed;

- b) Respondents are advised that should there be any contact with Breede-Olifants Catchment Management Agency's staff and the Adjudication Team which could in any way be seen or deemed to constitute a conflict of interest, bribe or otherwise influence the process and the outcome thereof, will result in immediate disqualification;

Misrepresentation of information presented to the Breede-Olifants Catchment Management Agency, be it on capability statement or empowerment credentials will also lead to disqualification of the respondent

RETURABLE SCHEDULE 1: INVITATION TO BID AND THE TERMS AND CONDITIONS OF BIDDING (SBD 1)

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	BOCMA RFP2025/02	CLOSING DATE:	10 July 2025	CLOSING TIME:	12:00
DESCRIPTION	REQUEST FOR PROPOSAL (RFP): TELECOMMUNICATION SERVICES (VOIP AND INTERNET SERVICES) FOR THE BREEDE OLIFANTS CATCHMENT MANAGEMENT AGENCY FOR FIVE (5) YEARS				

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

Breede-Olifants Catchment Management Agency

Cnr Mountain Mill & East Lake Roads

Worcester

6850

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Noxolo Mafanya	CONTACT PERSON	Langa Twise
TELEPHONE NUMBER	023 346 8000	TELEPHONE NUMBER	023 346 8000
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	nmafanya@bocma.co.za	E-MAIL ADDRESS	Ltwise@bocma.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
----------------------------	----------------------------	--	-----------	-------------------------------	------

1.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?

☐Yes ☐No
[IF YES ENCLOSE PROOF]

1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?

☐Yes ☐No
[IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR 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, 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 PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

RETURNABLE SCHEDULE 2 – PRICE SCHEDULE

BIDDER: _____

	Price
Total Tender Price	
This price must Include Vat (VAT INCLUSIVE)	
This price must be for a period of 5 years and may not be changed after the closing date	

Pricing Instructions:

By signing the Price Schedule, a bidder warrants that:

- 2.1.1 the relevant quotation is correct;
- 2.1.2 the rates(s) and prices(s) quoted cover all the work/item(s) specified in the quotation document;
- 2.1.3 the rate(s) and price(s) cover all the Supplier(s)'s obligations under a resulting contract, including all disbursements;
- 2.1.4 any mistakes and/or omissions regarding rate(s) and price(s) or errors in calculation shall be at the Supplier(s)'s risk.
- 2.1.5 Bidders must show VAT payable separately on the Price Schedule.

SIGNED at _____ **(place) on the** _____ **day of** _____ **(month),**
20_____

Signature

Date

Print name: _____

On behalf of the Supplier(s) (duly authorized

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:
CLOSING TIME: CLOSING DATE:

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	--

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....

R.....

.....

.....

R.....

.....

.....

R.....

.....

.....

R.....

.....

.....

R.....

.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

TOTAL: R.....

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
 7. Estimated man-days for completion of project
 8. Are the rates quoted firm for the full period of contract? *YES/NO
 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –
 (INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

RETURABLE SCHEDULE 3: DECLARATION OF INTEREST (SBD 4)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

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 they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in

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.

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.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

RETURNABLE SCHEDULE 4: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 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 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
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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)
Enterprise 51% or more Black woman owned	N/A	10	N/A	
Enterprise owned by people with Disability or Youth	N/A	5	N/A	
Enterprise 51% Black Owned	N/A	5	N/A	
Maximum Points		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

RETURNABLE SCHEDULE 5: GENERAL CONDITIONS OF THE CONTRACT

Annexure A

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.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<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>
32. Taxes and duties	<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>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	<p>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> <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>

- 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.