PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ROBBEN-ISLAND MUSEUM					
BID NUMBER:	RIM-RFP03/2026/27	CLOSING DATE:	12/10/2026	CLOSING TIME:	11H00
DESCRIPTION	REQUEST FOR PROPOSALS (RFP): REHABILITATION, RESTORATION, DEVELOPMENT, OPERATION AND MAINTENANCE OF THE GOLF COURSE ON ROBBEN ISLAND WORLD HERITAGE SITE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
THE ONLINE E-TENDER PUBLICATION PORTAL LINK: https://www.etenders.gov.za/ TUTORIAL LINK: https://youtu.be/B7pNseNJYHM					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr. M MacheLa	CONTACT PERSON	Ms. S Dutywa
TELEPHONE NUMBER	021 413 4246	TELEPHONE NUMBER	021 413 4200
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	molefim@robben-island.org.za	E-MAIL ADDRESS	seithatid@robben-island.org.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		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: ……………………………

CHECKLIST

TENDER NUMBER: RIM-RFP03/2026/27
TENDER DESCRIPTION:
REQUEST FOR PROPOSALS (RFP): REHABILITATION, RESTORATION, DEVELOPMENT, OPERATION AND MAINTENANCE OF THE GOLF COURSE ON ROBBEN ISLAND WORLD HERITAGE SITE.

DATE ADVERTISED: 14 SEPTEMBER 2026

CLOSING DATE: 12 OCTOBER 2026

Description	**YES**	**NO**
SBD 1 – Invitation to Bid		
Bidders Instructions		
Terms of Reference (TOR)		
SBD 4 – Bidders Disclosure and Declaration		
SBD 6.1 – Preference Points Claim Form		
SBD 7.2 – Contract Form: Professional Services		
General Conditions of Contract (GCC)		

BIDDER'S SIGNATURE:……………………..

DATE: ………………………………

INSTRUCTIONS TO BIDDERS

1. THE TENDER DOCUMENTS

Rules for Bidding

1.1. The Entity is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection.

1.2. The Entity reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should the Entity decide not to proceed with the tender.

1.3. The Entity also reserves the right to appoint any other person to undertake any part of the tasks.

1.4. The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture or a consortium arrangement. The Entity will enter into a single contract with a single entity for the delivery of the work set out in these tender documents.

1.5. The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.

1.6. All South African firms submitting bids as part of a consortium or joint venture must submit valid tax compliance pin.

1.7. All bidders submitting bids as part of joint venture, consortium, must submit the following:

i. A Joint Venture, Consortium or Trust agreement signed by all companies forming a Joint Venture, Consortium or Trust.

ii. A valid tax clearance certificate or pin issued by South African Revenue Services (SARS) for all companies that form part of a Joint Venture, Consortium or Trust.

iii. A Central Supplier Database (CSD) Report for all companies that form part of a Joint Venture, Consortium or Trust.

iv. A consolidated SANAS B-BBEE certificate or a consolidated B-BBEE certificate issued by the Companies and Intellectual Property Commission (CIPC).

v. SBD 1, SBD 3, SBD 4, SBD 6, SBD 7 forms must be completed using the Joint Venture, Consortium or Trust information or the lead partner as indicated on the Joint Venture, Consortium or Trust agreement.

1.8. All firms providing proposals must become familiar with local conditions and laws and take them into account in preparing their proposals.

1.9. Firms may ask for clarification on these tender documents or any part thereof up to close of business 1 week before the deadline for the submission of the bids.

1.10. The Entity reserves the right to return late bid submissions unopened.

1.11. Firms may not contact the Entity on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons, or bid award decisions in any manner, may result in rejection of the bid concerned.

Conditions of the Tender

1.12. The General Conditions of contract will apply.

1.13. The Entity will become the owner of all information, documents, programmers, advice, and reports collected and compiled by the service provider in the execution of this tender.

1.14. The copyright of all documents, programmers, and reports compiled by the service provider will vest in the Entity and may not be reproduced or distributed or made available in any other way without the written consent of the Entity.

1.15. All information, documents, programmers, and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Entity.

1.16. Bidders shall limit the number of copies of this document and destroy them in the event of their failure to secure the contract.

1.17. The service provider is entitled to general knowledge acquired in the execution of this agreement and may use it, if it shall not be to the detriment of the Entity.

Processing of the Bidder's Personal Information

1.18. All personal information of the Bidder, its employees, representatives, associates, and sub-contractors ("Bidder Personal Information") required under this bid is collected and processed to assess the strength and competitiveness of the proposal. The evaluation and award of the contract shall be conducted following applicable legislation, policies, and standards. The Bidder is advised that Bidder Personal Information may be passed on to third parties to whom RIM is compelled by law to provide such information. For example, where appropriate, RIM is compelled to submit information to the National Treasury's Database of Restricted Suppliers.

1.19. All Personal Information collected will be processed under Protection of Personal Information Act (POPIA).

1.20. The following persons will have access to the Personal Information that has been collected:

a) RIM personnel participating in procurement/award procedures; and

b) Members of the public: when the bid is awarded, some of the following information will have to be made available on the National Treasury's e-Tender portal and RIM website:

- Contract description and bid number
- Names of the successful bidder(s) and preference points claimed
- The contract price(s) (if possible)
- Contract period
- Names of directors; and
- Date of completion/award

1.21. In signing the bid document, the Bidder consents to the use of its Personal Information for the purposes as specified in the paragraphs above

Cost of Bidding

1.22. The Bidder shall bear all costs associated with the preparation and submission of its bid and the Entity will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

Content of Tender Documents

1.23. The services required, tender procedures and contract terms are prescribed in the tender documents, which include:

i. Instructions to Bidders;
ii. Terms of Reference;
iii. Evaluation Criteria;
iv. Financial Bid;

1.24. The Bidder is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a bid not responsive to the tender documents in every respect will be at the Bidder's risk and may result in the rejection of the bid.

Clarification of Tender Documents

1.25. The Entity will respond in email to any request for clarification of the tender documents which it receives no later than 1 week prior to the deadline for submission of bids prescribed by the Entity.

1.26. Briefing session.

Bidders are invited to a **compulsory site briefing session** that will be held as follows **(NB: failure to attend will invalidate your bid).:**

Date and time: Tuesday, 22 September 2026 from 10h00 to 12h00.

Email your names to yandisat@robben-island.org.za to book a ferry to Robben Island.

Amendment of Tender Documents

1.27. At any time prior to the deadline for submission of bids, the Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.

1.28. All prospective bidders who have received the tender document will be notified of the amendment in writing or by email, and same will be binding on them.

1.29. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Entity, at their discretion, may extend the deadline for the submission of bids.

Documents Constituting the Bid

1.30. The bid prepared by the Bidder shall comprise the following components:

a) Completed Invitation to Bid RIM-RFP03/2026/27 document

b) Letter of Authority

- The title, name, surname, and position of an authorized person to sign the bidding documents and communicate with the Entity on behalf of the bidding company.
- The contact details of the authorized person including the telephone number or work cell number and the email address.

c) General Conditions of contract

d) CSD report

- National Treasury SCM Instruction Note 4A of 2016-2017 Central Supplier Database.
  - All prospective suppliers interested in pursuing opportunities within South African Government are encouraged to self-register on the Central Supplier Database. (www.csd.gov.za). The CSD report must be attached to the bid document.

e) Company's profile

f) Response to TOR requirements

- Mandatory requirements evaluation
- Functionality requirements evaluation

g) SANAS B-BBEE Certificate/ Sworn Affidavit/ DTIC B-BBEE

Period of Validity of Bids

1.31 Bids shall remain valid for 90 days after the closing date of the bid prescribed by the Entity. A bid valid for a shorter period shall be rejected by the Entity as non-responsive.

1.32 In exceptional circumstances, the Entity may solicit the Bidder’s consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.

Format and Signing of Bid

1.33 The Bidder shall prepare one copy of the Technical Bid and Financial Bid separately, clearly marking each "Original Technical Bid" and "Original Financial Bid", as appropriate.

1.34 The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid shall be initiated by the person or person signing the bid.

1.35 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or person signing the bid.

1.36 **Faxed or emailed submissions will not be accepted. Bid response documents must be submitted online on the eTender portal.**

THE ONLINE E-TENDER PUBLICATION PORTAL LINK:
https://www.etenders.gov.za/

TUTORIAL LINK: https://youtu.be/B7pNseNJYHM

1.37 **Non-compliance with the above WILL invalidate the bidder’s response.**

Closing Date of Bids: 12 October 2026 at 11:00

1.38 The Entity may, at its discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the Entity and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Late Bids

1.39 No bids will be received after the deadline for submission of bids.

Modification of Bids

1.40 No bid may be modified after the deadline for submission of bids.

2. EVALUATION OF BIDS

Clarification of Bids

2.1. During evaluation of bids, the Entity may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

Preliminary Examination

2.2. The Entity will examine the bids to determine whether they are complete, whether they meet all the conditions of the Contract and Technical Specifications and whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

2.3. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of errors, its bid may be rejected.

2.4. If a bid is not responsive and not fulfilling all the conditions of the Contract and not meeting Technical Specifications, it will be rejected by the Entity and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

Evaluation and Comparison of Bids

2.5. The Entity will evaluate and compare the financial bids only of those Bidders whose Technical Bid has been accepted by the Entity.

2.6. The Entity's evaluation of a financial bid will consider information to be provided on the SBD 3 and/ or pricing schedule/ fee structure where applicable.

Contacting the Entity

2.7. Subject to clause 3.1 above, no Bidder shall contact the Entity on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Entity, it should do so in writing.

2.8. Any effort by a Bidder to influence the Entity in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

3. AWARD OF CONTRACT

Post qualification

3.1. The Entity will determine to its satisfaction whether the Bidder/s that is/are selected as having submitted the highest evaluated responsive bid meets the criteria specified in these documents and is qualified to perform the contract satisfactorily.

3.2. The determination will consider the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the bidder, as well as such other information as the Entity deems necessary and appropriate.

3.3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which even the Entity will proceed to the next highest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

Entity's right to vary Quantities at Time of Award

3.4. The Entity reserves the right at the time of Contract award to increase or decrease the quantity of the services originally specified in the Terms of Reference without any change in unit price or other terms and conditions.

Entity's right to accept or reject any or all Bids

3.5. The Entity reserves the right to:

- Accept or reject all individual items of this bid;
- Accept one or more bids submissions reject individual items;
- Request clarification or further information regarding any item in the Proposal;
- Request further information from any bidder after the closing date;
- Accept a bid that may not reflect the lowest pricing;
- Consider any bid that may not conform to any aspect of this bid;
- Annul the tender process and reject all bids at any time prior to contract award;
- Consider such alternate services, terms or conditions that may be offered, whether such offer is contained in a Proposal or otherwise;
- Award the contract or any part thereof to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.

Notification of Award

3.6. Prior to the expiration of the period of bid validity, the Entity will notify the successful bidder in writing that its bid has been accepted.

3.7. The notification of award will constitute the formation of the Contract.

Signing of Contract

3.8. At the same time as the Entity notifies the successful bidder that its bid has been accepted, the Entity will send the bidder the Contract Form provided in the tender documents, incorporating all agreements between the parties.

3.9. Within 3 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract Form and return it to the Entity.

Termination of Service

3.10. In case of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of service, the stipulation of the General Conditions of Contract and the Special Conditions of Contract shall be applicable.

3.11. Should the Entity, after a reasonable period of notice, of not less than seven days, in writing, depending upon the circumstances, call upon the service provider to comply with any of the conditions and should he/she fail to do so, the Entity shall, without prejudice to any of its rights be entitled to cancel the contract, and to claim from the service provider any damage or loss that might have been suffered, including any additional expense incurred by it having either to invite fresh bids or to accept any less favorable bid.

Unsatisfactory Performance

3.12. Failure to comply with the conditions of the contract, the Entity shall be entitled, without prejudice to its other rights, to cancel the contract in terms of the General Conditions of Contract. Delays beyond time limits and timeframes agreed upon between the parties. Failure to meet the performance standards indicated in the contract

Assignment

3.13. The contractor shall not, without prior written authority of the Entity, cede, assign or transfer its rights or obligations in respect of this contract or any part thereof or any share of interests herein, directly or indirectly, to any person, firm or organization whatsoever.

SIGNATURE OF BIDDER:……………………………………..

REQUEST FOR PROPOSALS (RFP): REHABILITATION, RESTORATION, DEVELOPMENT, OPERATION AND MAINTENANCE OF THE GOLF COURSE ON ROBBEN ISLAND WORLD HERITAGE SITE

1. BACKGROUND

Robben Island Museum (RIM) is a Schedule 3A Public Entity established in terms of the Cultural Institutions Act, 1998 (Act No. 119 of 1998), and it is mandated to conserve, protect, promote and manage the Robben Island World Heritage. The site was inscribed on the UNESCO World Heritage List in 1999 because of its Outstanding Universal Value as a universal symbol of the triumph of the human spirit over adversity, injustice and oppression. The Island attracts significant numbers of domestic and international visitors annually and remains one of South Africa's most important heritage tourism destinations.

Historically, the Island accommodated a nine-hole golf course which formed part of its recreational infrastructure. However, following years of limited maintenance and investment, the golf course has become overgrown with vegetation and is presently unsuitable for golfing activities, and RIM is unable to put down exact size of the course. Significant rehabilitation and restoration are required to return the course to an operational condition.

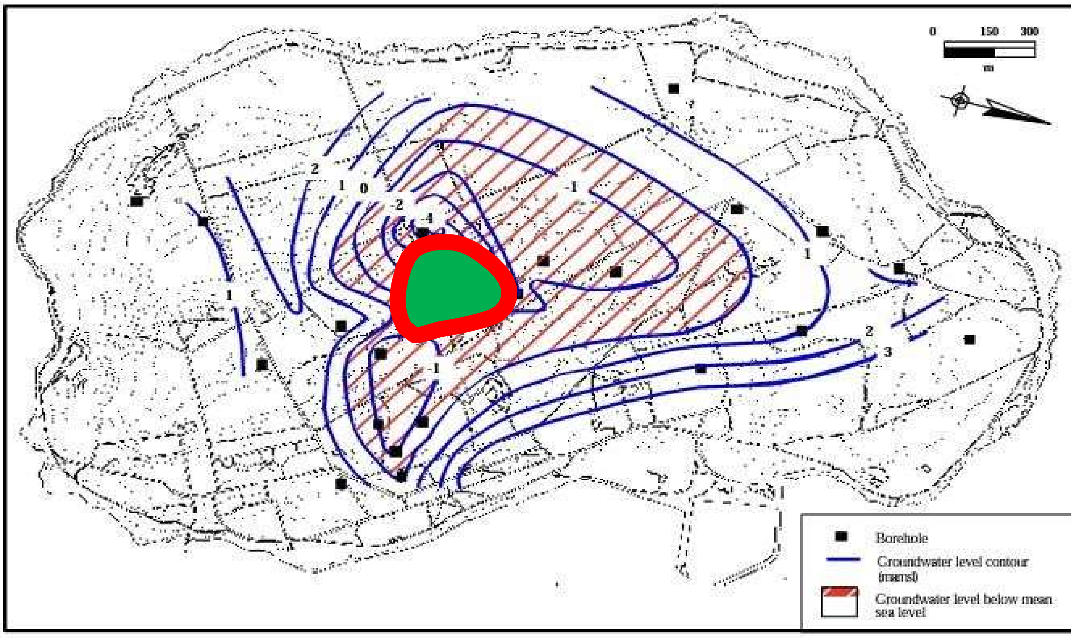
It is with this background that RIM hereby invites suitably qualified and experienced developers, golf course operators, investors, consortiums and strategic partners to submit Proposals for the rehabilitation, restoration, development, operation, maintenance and long-term management of a golf course situated on Robben Island.

The successful respondent will be expected to finance, rehabilitate, restore, develop, operate and maintain the golf course through an appropriate concession arrangement that balances commercial sustainability with the protection of the Outstanding Universal Value (OUV) of the Robben Island World Heritage Site.

2. GEOGRAPHICAL LOCATION

The size: ±250 000m² equivalent to ±25 hectares.

Water availability



The boreholes around the golf course area are not functional.

3. SCOPE OF WORK

3.1. Infrastructure Development

The successful respondent shall restore, develop or upgrade the golf course and its associated infrastructure, including but not limited to:

3.1.1. Undertake a comprehensive condition assessment of the landscape where golf course is used and associated infrastructure.
3.1.2. Prepare rehabilitation, restoration and implementation plans.
3.1.3. Remove invasive and overgrown vegetation in accordance with approved environmental management requirements.
3.1.4. Restore the existing golf course layout while respecting the historical character and landscape of the Island.
3.1.5. Reinstate and rehabilitate tees, fairways, greens, bunkers and practice areas.
3.1.6. Restore landscape features using environmentally appropriate species.
3.1.7. Improve drainage systems and rehabilitate damaged playing surfaces.
3.1.8. Upgrade irrigation systems using water-efficient technologies.
3.1.9. Golf clubhouse and visitor facilities (To be chosen and approved by RIM)
3.1.10. Maintenance workshops.
3.1.11. Equipment storage facilities.
3.1.12. Golf cart storage and charging facilities. (to be chosen and approved by RIM)
3.1.13. Golf practice facilities.
3.1.14. Walking paths and directional signage.
3.1.15. Irrigation pump stations.
3.1.16. Utility services required for the operation of the golf course.

3.2. Golf Course Operations

Operate and manage the golf course in accordance with internationally recognized golf course management standards, including but not limited to:

3.2.1. Golf course maintenance.
3.2.2. Turf management.
3.2.3. Course presentation.
3.2.4. Visitor services.
3.2.5. Tee-time booking systems.
3.2.6. Rental equipment.
3.2.7. Tournament management.
3.2.8. Corporate golf events.
3.2.9. Marketing and promotion.
3.2.10. Membership programmes (where applicable).

3.3. **Environmental Management**

The successful respondent shall demonstrate best practice in environmental stewardship by:

3.3.1. Promoting biodiversity conservation.
3.3.2. Protecting sensitive habitats.
3.3.3. Implementing environmentally responsible turf management practices.
3.3.4. Minimising chemical usage.
3.3.5. Implementing integrated pest management.
3.3.6. Promoting climate-resilient landscaping.
3.3.7. Implementing water conservation measures.
3.3.8. Introducing renewable energy initiatives where feasible.
3.3.9. Implementing waste reduction and recycling programmes.

3.4. **Heritage Conservation**

As the golf course is located within a UNESCO World Heritage Site, all rehabilitation, restoration and operational activities shall:

3.4.1. Protect the Outstanding Universal Value of Robben Island.
3.4.2. Respect the authenticity and integrity of the cultural landscape.
3.4.3. Comply with applicable heritage legislation.
3.4.4. Be undertaken in consultation with RIM.
3.4.5. Avoid adverse impacts on archaeological, cultural and natural heritage resources.
3.4.6. Integrate conservation principles into all planning, design and operational activities.

3.5. **Visitor Experience**

The successful respondent shall enhance visitor experience by providing:

3.5.1. A professionally managed golf course.
3.5.2. High-quality visitor services.
3.5.3. Golf equipment hire.
3.5.4. Coaching and introductory golf experiences.
3.5.5. Corporate and tourism packages.
3.5.6. Integrated tourism experiences linked to other attractions on Robben Island.

3.6. **Commercial Sustainability**

Respondents shall propose commercially viable business models demonstrating:

3.6.1. Capital investment.
3.6.2. Long-term operational sustainability.
3.6.3. Revenue generation.
3.6.4. Financial management.
3.6.5. Marketing strategy.
3.6.6. Risk management.
3.6.7. Asset maintenance.
3.6.8. Innovation in Golf Tourism.

4. EVALUATION CRITERIA

4.1. This is a two**-envelope bidding process**.

The bidders must submit their **technical** proposal and **financial proposal** in two separate, sealed envelopes.

The technical proposal/envelope will be evaluated first without knowing the price. The financial proposal/envelope will be opened only if the technical requirements are met.

Summary of the Process:

Bidders submit Envelope 1 (Technical Proposal) and Envelope 2 (Financial Proposal) at the same time and date set out in this Request for Proposal.

Envelope 1 Opening: RIM opens only the technical part. Financial proposal is kept locked away.

Technical Evaluation: RIM will score the technical proposal, qualifications, and project approach to see who passes the minimum threshold (70 points).

Envelope 2 Opening: Financial envelopes are opened only for bidders who passed the technical test (Envelope 1). Failed bids will have their price envelopes left sealed and locked away.

4.2. **Evaluation Process** (A 3-stage bidding process), made up of:

4.2.1. Stage 1 – Mandatory requirements, failure to submit any of these information leads to immediate disqualification.

4.2.2. Stage 2 – Evaluation criteria, a minimum score of 70 is required to proceed to stage 3.

4.2.3. Stage 3 – Preferential point system for income-generating assets (80/20) or (90/10)

5. STAGE 1 - MANDATORY DOCUMENTS

5.1. Company Profile

Provide:

5.1.1. Company registration documents.

5.1.2. Physical and postal address.

5.1.3. Ownership structure.

5.1.4. Shareholding profile.

5.1.5. BBBEE Status Level.

5.1.6. Number of years in operation.

5.1.7. Annual turnover for the previous three financial years.

5.1.8. Audited Financial Statements (or independently reviewed financial statements where applicable).

5.1.9. Contact details of the authorized representative**.**

5.2. **Relevant Experience**

Demonstrate experience in projects of a similar nature, including:

5.2.1. Golf course rehabilitation and restoration.
5.2.2. Golf course operations and management.
5.2.3. Golf tourism developments.
5.2.4. Leisure and hospitality developments.
5.2.5. Tourism destination management.
5.2.6. Heritage Landscape architecture.
5.2.7. Environmental rehabilitation.
5.2.8. Heritage restoration project of the similar nature.
5.2.9. Operation of tourism facilities within protected areas or heritage sites.

Respondents shall provide details of at least 3 (three) comparable projects undertaken from 1996 to date, including :

- Project location.
- Project location.
- Contract value.
- Scope of work.
- Duration.
- Current status.
- Contactable references.
- Role performed by the respondent.

5.3. **Technical Methodology**

Respondents shall submit a detailed methodology describing how they intend to undertake the project.

The methodology should include:

5.3.1. **Assessment Phase**

- Site investigations.
- Condition assessments.
- Environmental assessments.
- Heritage assessments.
- Risk assessments.
- Survey work.

5.3.2. **Rehabilitation and Restoration Phase**

Describe the proposed approach for:

- Vegetation clearing.
- Landscape restoration.
- Turf rehabilitation.
- Green reconstruction.
- Fairway restoration.

- Tee rehabilitation.
- Bunker restoration.
- Drainage improvements.
- Irrigation upgrades.
- Cart paths.
- Golf infrastructure restoration.

5.4. **Operational Methodology**

Describe the proposed operational model, including but not limited to :

5.4.1. Daily golf course operations.
5.4.2. Irrigation management.
5.4.3. Maintenance schedules.
5.4.4. Staffing structure.
5.4.5. Customer service standards.
5.4.6. Membership management (where applicable).
5.4.7. Visitor bookings.
5.4.8. Tournament hosting.
5.4.9. Marketing strategy.
5.4.10. Revenue generation.
5.4.11. Health and Safety Management.

5.5. **Environmental Sustainability**

Respondents must clearly demonstrate how the proposed project will contribute towards environmental sustainability.

The proposal should address:

5.5.1. Water conservation.
5.5.2. Alternative water sources.
5.5.3. Climate adaptation.
5.5.4. Climate resilience.
5.5.5. Biodiversity conservation.
5.5.6. Alien vegetation management.
5.5.7. Indigenous landscaping.
5.5.8. Renewable energy.
5.5.9. Waste minimisation.
5.5.10. Recycling.
5.5.11. Pollution prevention.

Heritage Conservation Approach

Respondents shall demonstrate how they will ensure that all rehabilitation, restoration, development and operational activities protect the Outstanding Universal Value of Robben Island.

The submission should include:

5.5.12. Heritage conservation philosophy.
5.5.13. Compliance with applicable heritage legislation.
5.5.14. Protection of archaeological resources.
5.5.15. Protection of historic landscapes.
5.5.16. Cultural landscape management.

5.6. **Commercial Proposal**

Provide an indicative commercial proposal including:

5.6.1. Capital investment.
5.6.2. Estimated rehabilitation costs.
5.6.3. Development costs.
5.6.4. Operational expenditure.
5.6.5. Revenue forecasts.
5.6.6. Business model.
5.6.7. Funding arrangements.
5.6.8. Proposed concession fee.
5.6.9. Revenue-sharing proposal.
5.6.10. Financial sustainability strategy.

The financial proposal is indicative only and shall not constitute a binding offer at this stage.

5.7. **Project Team**

Provide details of the proposed project team, including:

5.7.1. Project Director.
5.7.2. Golf Course Architect.
5.7.3. Heritage Landscape Architect.
5.7.4. Civil Engineer.(Water Engineering)
5.7.5. Electrical Engineer.
5.7.6. Horticulture Specialist
5.7.7. Quantity Surveyor.
5.7.8. Golf Course Superintendent.
5.7.9. Operations Manager.
5.7.10. Financial Specialist.
5.7.11. Commercial Advisor.

Provide qualifications, professional registrations, relevant experience and curriculum vitae of all key personnel.

5.8. **Programme and Implementation Plan**

Respondents shall submit an indicative implementation programme covering:

5.8.1. Project inception.
5.8.2. Detailed investigations.
5.8.3. Design development.
5.8.4. Statutory approvals.
5.8.5. Heritage approvals.
5.8.6. Environmental approvals.

5.8.7. Rehabilitation works.
5.8.8. Infrastructure upgrades.
5.8.9. Testing and commissioning.
5.8.10. Operational readiness.
5.8.11. Commencement of operations.

Clearly identify key milestones and estimated completion dates.

5.9. **Socio-Economic Development**

Respondents should explain how the project will contribute to:

5.9.1. Employment creation.
5.9.2. Skills development.
5.9.3. Youth employment.
5.9.4. Women empowerment.
5.9.5. SMME participation.
5.9.6. Local supplier development.
5.9.7. Community partnerships.
5.9.8. Enterprise development.
5.9.9. Tourism growth.

5.10. **Innovation**

Respondents are encouraged to propose innovative solutions relating to:

5.10.1. Smart irrigation systems.
5.10.2. Renewable energy technologies.
5.10.3. Digital golf management systems.
5.10.4. Sustainable landscaping.
5.10.5. Climate-resilient turf species.
5.10.6. Visitor technologies.
5.10.7. Water-saving initiatives.
5.10.8. Green infrastructure.

5.11. STAGE 2 - EVALUATION CRITERIA

The following criteria is made up of

- Detailed Business Plan.
- Heritage conservation approach.

Criterion	Guideline for criterion	Weight
BUSINESS PLANS WITH CLEAR TIMEFRAMES	Provide detailed business plan with financial projection for the period of 5 years focusing on the following criteria: Detailed business plan with clear timeframes which the bidder intends to operate from RIM. a) Demonstrated Financial capacity to rehabilitate and develop a golf course on the Island (from start to finish) = 40 b) Detailed and practical implementation Programme = 20 c) Operational strategy including costs = 10 d) SWOT Analysis = 10	**80**
HERITAGE CONSERVATION APPROACH	Innovative systems to preserve heritage landscape a) Smart irrigation systems = 5 b) Sustainable landscaping = 5 c) Green infrastructure = 5 d) Cultural landscape management= 5	**20**
Total Points		**100**

5.12. Scoring Guideline

Ratings		Description
Poor	1	The approach and / or methodology is poor / is very unlikely to satisfy project objectives or requirements. The tenderer has completely misunderstood all aspects of the scope of work and does not deal with any critical aspects of the project.
Bad	2	The approach and / or methodology is not good / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.

Ratings		Description
Good	3	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc, is too generic.
Very Good	4	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc, is specifically tailored to the critical characteristics of the project.
Excellent	5	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

5.13. STAGE 3 – PRICE & SPECIFIC GOALS

Preference point system

Formulae for disposal or leasing of state assets and income generating procurement

Points awarded for price

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

	POINTS
PRICE	80 or 90
SPECIFIC GOALS	20 or 10
Total points for Price and SPECIFIC GOALS	100

Specific Goals

Designated groups	Number of Points (90/10)	Number of Points (80/20)
▪ Points for Black People Equity (at minimum of 51% Black owned)	5	10
▪ Points for a minimum of 51% Black Women's Equity	2.5	5
▪ Points for Local economy empowerment (Bidders domiciled in South Africa) – only valid proof of address will be accepted.	2.5	5
No evidence submitted	0	0

"Black people" refers to Africans, Coloureds and Indians:

(a) who are citizens of the Republic of South Africa by birth or descent; or

(b) who became citizens of the Republic of South Africa by naturalisation

(i) before 27 April 1994; or

(ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date.

"Proof of address" may be in the form of, but not limited to:

- Municipal Account/Statement, not older than 3 months
- A valid lease agreement (signed by both parties, and in force)
- Homeowner's Insurance Policy or Statement, not older 12 months.
- Municipal Letter or Confirmation of Address (A letter from a municipal office confirming a person's residence).
- Bank Statements (A statement from a registered South African bank showing the individual's residential address, not older 3 months).

6. NEGOTIATION OF CONTRACT AND AWARD

If RIM selects a Preferred Proponent, then it may:

6.1. Enter into a Contract with the Preferred Proponent(s); or

6.2. Enter into discussions with the Preferred Proponent to attempt to finalize the terms of the Contract/Lease including financial terms, and such discussions may include:

6.3. Clarification of any outstanding issues arising from the Preferred Proponent's Proposal;

6.4. Negotiation of amendments to the departures to the draft Contract/Lease, if any.

7. ENQUIRIES

7.1. For any IFM technical enquiries please contact SCM administrator:

Ms. Seithati Dutywa, email: SeithatiB@robben-island.org.za

7.2. For any SCM enquiries please contact Senior Manager SCM**:**
Mr. Molefi MacheLa at **021 413 4246** /email Molefim@robben-island.org.za

8. BRIEFING SESSION, COMPULSORY: THE SITE BRIEFING SESSION/VISIT WILL BE ON THE 22nd OF SEPTEMBER 2026, 10H00-12h00.

9. CLOSING DATE: 12 OCTOBER 2026 AT 11:00

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**

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.

2.2 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:
……………………………………………………………………………………
……………………………………………………………………………………

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

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

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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 formulasused 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.

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.

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 terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

……………………………… ..……………………………………………
Signature Date

……………………………… ………………………………………………
Position Name of bidder

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

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

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

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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).

a) 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.

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

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	**80**	**90**
SPECIFIC GOALS	**20**	**10**
Total points for Price and SPECIFIC GOALS	**100**	**100**

1.3 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.

1.4 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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

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

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.

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)
Points for Black People Equity (at minimum of 51% Black owned)	5	10		
Points for a minimum of 51% Black Women's Equity	2.5	5		
Points for Local economy empowerment (Bidders domiciled in South Africa) – only valid proof of address will be accepted.	2.5	5		

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: ………………………………………………………

………………………………………………………

………………………………………………………

………………………………………………………

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to **ROBBEN ISLAND MUSEUM** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number RIM-RFP03/2026/27 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, *viz*
- Invitation to bid;
- Purchase order / Letter of Award or acceptance;
- Tax clearance certificate;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) …………………………….

CAPACITY …………………………….

SIGNATURE …………………………….

NAME OF FIRM …………………………….

DATE …………………………….

WITNESSES
1 …….…………………………….
2 ……….………………………….
DATE: ……………………………..

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I………………………………………….. in my capacity as…………………...…………………. accepts your bid under reference number ………………dated………………………for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ………………………………………ON………………………………..

NAME (PRINT) …………………………………………

SIGNATURE …………………………………………

OFFICIAL STAMP

WITNESSES

1 …...……………………………

2 …...……………………………

DATE: …………………………...

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

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

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 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	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.