

**NOTICE TO ALL BIDDERS**

**RFQ DESCRIPTION: THE APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER TO PROVIDE PROCUREMENT AND INSTALLATION OF FIREPROOF DOORS FOR SERVER ROOM AT THE SOUTH AFRICAN STATE THEATRE.**

**RFQ NUMBER: SAST/RFQ/2025/19/Fireproof doors for server room**

**DATE OF ISSUE: 24 MARCH 2025**

**Compulsory site visit: 31 March 2025@10:00AM**

**Please note that the closing date for the above-mentioned RFQ will be extended to 02 April 2025 at 16:00PM.**

**No late quotations will be accepted.**

**MS BUSISIWE MASILELA**

**SCM MANAGER**

**DATE: 27/03/2025**



**sport, arts & culture**

Department:  
Sport, Arts and Culture  
REPUBLIC OF SOUTH AFRICA

**Inspiring a Nation of Winners**



**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.

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

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

**8. Inspections,  
tests and  
analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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



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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**26. Termination  
for insolvency**

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

**27. Settlement of  
Disputes**

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

**28. Limitation of  
liability**

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

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

**Promotion of Access to Information Act 2 of 2000, as amended, (PAIA) and the  
Protection of Personal Information Act 4 of 2013 (POPIA)**

## **CONSENT TO PROCESS (USE) PERSONAL INFORMATION (Informed Consent Notice)**

The Protection of Personal Information Act 4 of 2013 ("POPIA") aims to give effect to the constitutional right to privacy, whilst balancing this against competing rights and interests, particularly the right of access to information. POPIA sets out conditions for the lawful processing of personal information and seeks to regulate every step of the processing of personal information, from how personal information must be handled when it is collected until the time it is destroyed. The South African State Theatre (SAST) will at all times endeavour to implement processes and systems, and day-to-day activities to protect our employee's, client's and supplier's ("Data Subject") personal information.

### **1. Introduction**

The Protection of Personal Information Act, 4 of 2013, ("POPIA") regulates and controls the processing, including the collection, use, and transfer of a person's personal information. In terms of POPIA, the SAST (Responsible Party) has a legal duty to collect, use, transfer and destroy (process) another's (Data Subject) personal information (Personal Information) in a lawful, legitimate and responsible manner and in accordance with the provisions outlined in the eight processing conditions of POPIA.

All processing of a Data Subject's Personal Information must be done with the Data Subject's permission, i.e. the Data Subject has to consent to the processing of its Personal Information. In order to comply with POPIA, SAST as the Responsible Party, requires your, the Data Subject's, permission to process the Data subject's Personal Information. This Informed Consent Notice is applicable to all SAST employees, clients and suppliers – both current and new.

### **2. Purpose**

In order to give effect to your commercial relationship with the SAST as an employee, client or supplier SAST needs to process your Personal Information which Personal Information will be used for a number of legitimate purposes, including, inter-alia;

- Compliance with governing laws, corporate governance codes, and applicable policies.
- Entering into a contract.
- Where required by law, to disclose your information.
- To communicate with you and attend to your enquiries and requests.
- When necessary or required, to provide you with information about SAST.
- In order to compile statistics and other analytical information.
- Performing internal processes, such as to make payments.
- To mitigate risk to SAST and eliminate fraud occurrences.

You, the Data Subject, agrees that SAST may use all the Personal Information which you, the Data Subject, provides to SAST which SAST requires to give effect to your commercial relationship with the SAST.

SAST in turn undertakes that it will only use your, the Data Subject's, Personal Information for the aforementioned purposes and for no other purposes, unless with your, the Data Subject's, prior permission.

### **3. Withholding Consent or Withholding Personal Information**

Should you, the Data Subject, refuse to provide SAST with your Personal Information which is required by SAST for the purposes indicated above, and the required consent to process the aforementioned Personal Information then SAST will be unable to engage with you, the Data Subject, or enter into any agreement or

relationship with you, the Data Subject. However, the Data Subject is required to provide the information voluntarily and understands that same is mandatory as described above.

#### 4. Use, Storage, Retention and Destruction of Personal Information

Your, the Data Subject's, Personal Information may be processed on individual computers and stored electronically in a centralised data base, which, for operational reasons, will be accessible to all within SAST on a need to know and business basis, save that where appropriate, some of your, the Data Subject's, Personal Information may be retained in hard copy. All Personal Information which you, the Data Subject, provide to SAST will be held and/or stored securely. In this regard SAST undertakes to conduct regular audits regarding the safety and the security of your, the Data Subject's, Personal Information. Once your, the Data Subject's, Personal Information is no longer required due to the fact that the purpose for which the Personal Information was held has come to an end and expired, such Personal Information will be safely and securely archived as per the requirements of any law applicable in South Africa. SAST thereafter will ensure that such Personal Information is permanently destroyed.

#### 5. Disclosure and Cross Border Transfer

SAST may from time to time have to disclose your, the Data Subject's, Personal Information to other parties but such disclosure will always be subject to an agreement which will be concluded between SAST and the party to whom it is disclosing your, the Data Subject's, Personal Information to, which contractually obliges the recipient of your Personal Information to comply with strict confidentiality and data security conditions.

Where Personal Information and related data is transferred to a country outside the borders of South Africa, your, the Data Subject's, Personal Information will only be transferred to those countries which have similar data privacy laws in place or where the recipient of the Personal Information is bound contractually to a no lesser set of obligations than those imposed by POPIA.

#### 6. Objections and Complaints

You, the Data Subject, are encouraged to make immediate contact with the SAST Information Officer at any time if you are not comfortable or satisfied with the manner in which SAST is processing your, the Data Subject's, Personal Information. On receipt of your, the Data Subject's, objection SAST will place a hold on any further processing until the cause of the objection has been resolved. If you, the Data Subject, are not satisfied with such process, you, the Data Subject, has the right to lodge a complaint with the Information Regulator. Furthermore, you the Data Subject, have the right to request SAST to destroy all records of your personal information.

#### 7. Quality and Responsibility of Personal Information

POPIA requires that all your, the Data Subject's, Personal Information and related details, as supplied by you, the Data Subject, are complete, accurate and up-to-date. Whilst SAST will always use its best endeavours to ensure that your, the Data Subject's, Personal Information is reliable, it is your, the Data Subject's, responsibility to provide accurate and truthful information and further to advise SAST of any changes to your, the Data Subject's, Personal Information, as and when these may occur.

#### 8. Data Subject's Right to Access Personal Information

You, the Data Subject has the right at any time to ask SAST to provide you, the Data Subject, with details of the Personal Information which SAST holds on your, the Data Subject's, behalf; and/or the purpose for which it has been used provided that such request is made using the SAST PAIA process, which procedure can be accessed by downloading and completing the standard request for information form, housed under the SAST's PAIA Manual which can be found on the SAST website at [www.statetheatre.co.za](http://www.statetheatre.co.za)

#### 9. SAST's Right to Amend

SAST reserves the right to amend this Informed Consent Notice from time to time. You, the Data Subject are requested to please check the SAST website periodically to inform yourself, the Data Subject, of any changes.

#### 10. Successors in Title

The rights and obligations of the parties under this Informed Consent Notice will be binding on, and will be of benefit to, each of the parties' successors in title and/or assigns where applicable, i.e. in the case of a sale or transfer of business by the Data Subject to another.

#### 11. Declaration and Informed Consent

I, the Data Subject, confirm that my, the Data Subject's, Personal Information, provided is accurate, up-to-date, not misleading and is complete in all respects, save where same may change and then in such an event, I, the Data Subject, undertake to advise SAST or its Operator(s)<sup>1</sup> of these changes. I, the Data Subject, in providing the required Personal Information to SAST and/or to its Operator, consent and give SAST permission to process and further process (where necessary and strictly directly related to the initial

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<sup>1</sup> "Operator" means a natural person or a juristic person who processes your, a Data Subject's, Personal Information on behalf of SAST in terms of a contract or mandate, without coming under the direct authority of SAST; SAST will, in order to pursue and protect its legitimate interests and in many cases to protect you, the Data Subject, will under a written contract ask Operators to process certain categories of your, the Data Subject's, Personal Information on its behalf including without detracting from the generality thereof, advertising agencies, research companies, PR agencies, Relevant Industry Associations, Payroll service providers, Core Benefits Providers, Medical Aid/Cover providers, Retirement Funding Providers, Auditors, Legal Practitioners, and Government and Provincial Departments.



processing) my, the Data Subject's, Personal Information as and where required and acknowledge that I, the Data Subject, understand the purposes for which the Personal Information is required and for which it will be used. Furthermore, should any of the Personal Information which has been provided by myself concern or pertain to a legal entity whom I represent, I confirm that I have the necessary authority to act on behalf of such legal entity, Data Subject, and that I have the right to provide the Personal Information and/or the required consent to use said Personal Information, on behalf of the aforementioned legal entity. Furthermore, should any of the Personal Information belong to any of my dependants and/or beneficiaries who are underage<sup>2</sup>, I in my capacity as their legal guardian and competent person give SAST the appropriate permission to process their Personal Information for the purposes for which these details were given. Furthermore, I hereby consent to being contacted by SAST, electronically or otherwise, in order to fulfil the commercial relationship between myself, the Data Subject and SAST.

## 12. SAST Information Officer

### **SAST Information Officer**

Dr Sibongiseni Mkhize  
Chief Executive Officer

[sibongiseni@statetheatre.co.za](mailto:sibongiseni@statetheatre.co.za)  
012 392 4000 / 4283

### **SAST Deputy Information Officer**

Shiraz Ahmed  
Senior Manager: Performance Information

[shiraz@statetheatre.co.za](mailto:shiraz@statetheatre.co.za)  
012 392 4000

## **CONSENT DECLARATION**

The Data Subject, by signing this document, hereby consents to the use of the Data Subject's personal information submitted to SAST and confirms that:

- the information is supplied voluntarily, without undue influence from any party and not under any duress; and
- the information which is supplied is mandatory for the purposes of entering into a commercial agreement and that without such information, SAST may not enter into the agreement with the Data Subject.

The Data Subject acknowledges that the Data Subject is aware of the following rights with regard to such personal information which is submitted to SAST. The right to:

- access the information at any reasonable time for purposes of rectification thereof;
- object to the processing of the information in which case the commercial agreement may be terminated; and
- lodge a complaint to the Information Regulator.

Thus signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ in the presence of the undersigned witnesses:

I, \_\_\_\_\_ (full names of Data Subject), ID Number \_\_\_\_\_, on behalf of \_\_\_\_\_ (state legal entity if applicable), Company Registration Number \_\_\_\_\_, hereby **Give My Consent**.

\_\_\_\_\_  
**Signature (Data Subject)**

**Witness (1):**

\_\_\_\_\_  
Full Name: \_\_\_\_\_

**Witness (2):**

\_\_\_\_\_  
Full Name: \_\_\_\_\_

<sup>2</sup> "underage" means a child (natural person) under the age of 18 years who is not legally competent, without the assistance of a competent person, to take any action or decision in respect of any matter concerning him-or herself; SAST will from time to time have to process Personal Information of a child who may belong to you, a Data Subject, for amongst other reasons employment and benefit related purposes, which use will require the competent person's consent.