



the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PRICE QUOTATION

For office use only:

Reference No:	the dtic-RB-RFQ001-2025 2026
Date RFQ Issued:	20 May 2025

Request for Quotation on behalf of the Department of Trade, Industry and Competition (**the dtic**)

The dtic hereby invites suitable service providers to provide the department with a quotation in accordance with requirements as per Annexure A, or in accordance with the Terms of Reference (Scope of work).

Service Provider Details

To be completed by the service provider:

Name of service provider	
CSD service provider Number	MAAA
Contact person	
Email address	
Telephone number	

Enquiry and Closing Details

For office use only:

Contact person	Mr M Maubelo
E-mail address	MMAubelo@thedtic.gov.za
Telephone number	<i>Emails only</i>
Closing date and time for quotation	30 May 2025 – 23h59
Quotations to be e-mailed to the dtic provided email	<p>Service providers must submit their functional/technical proposal folder / file and compulsory forms; SBD 1, 4, 6.1 and General Conditions of Contract; as well as the relevant required proof to substantiate claims for preference points via email to RB-Quotations@thedtic.gov.za quoting reference number: thedtic-RB-RFQ001-2025 2026. The functional/technical proposal folder / file should only contain the functional/technical proposal, but NO financial information. Financial information in a functional proposal will lead to automatic disqualification of that specific proposal.</p> <p>The financial proposal (and SBD 3.3) must be submitted to FinancialProposals@thedtic.gov.za quoting reference number: the dtic-RB-RFQ001-2025 2026.</p> <p>NB: Do not copy or send to the dtic official/s' email address/es. Only send the proposals to the emails indicated above. Quotations and Proposals sent or copied to the dtic official/s' email addresses will not be considered.</p>



Terms and Conditions

1. Quotations should be dated and signed preferably on the company's letterhead.
2. Quotations received after the closing date and time will not be considered.
3. Quotations received will be evaluated firstly on pre-compliance evaluation, then on functionality evaluation (IF APPLICABLE), and thereafter 80/20 point scoring basis. The 80 points will be for price and 20 points for preferential procurement specific goals.
4. No quotation will be considered from service providers employed by the state.
5. **Quotations should be valid for a minimum period of 120 days from the date the RFQ closed.**
6. All prices quoted must be VAT inclusive, service providers not registered for VAT must indicate this clearly on their quotation. For VAT vendors, if no indication is provided quotations will be evaluated as VAT inclusive.
7. **The attached SBD 1, SBD 4, RFQ with POPIA consent form must be completed in full and submitted together with the quotation.**
 8. Bidders who wish to claim for preferential procurement points applicable to this RFQ must ensure that the SBD 6.1 claim form is completed and accompanied by the relevant proof required. Failure on the part of the bidder to complete table 1 of SBD 6.1, it will be interpreted to mean that preference points for specific goals are not claimed irrespective of the relevant proofs attached.

HDI(Race, Women and People with disabilities)

 - Submit proof of disability (Letter from General Practitioner/specialist with regard to your disability is required to substantiate a claim)
 - Proof of Race and women-attach latest CSD report

Small Medium Micro Enterprises (SMME's)

 - Sars return indicating annual turnover/ B-BBEE certificate/ CIPC B-BBEE certificate / Sworn Affidavit fully completed as per B-BBEE guide paragraph 17

Local Procurement (Provincial / Municipal)

 - Proof of address (municipal rates/ bank statements/ lease agreement / affidavit or any latest statement not older than three months containing proof of address)

B-BBEE compliance based on Section 10 of the B-BBEE Act (Act 53 of 2003 as amended by Act 46 of 2013)

 - B-BBEE certificate/ CIPC B-BBEE certificate / sworn Affidavit fully completed as per BBBEE guide paragraph 17
9. **Failure on the part of a service provider to submit proof or documentation required in terms of this RFQ to claim points for specific goals with the RFQ, will be interpreted to mean that preference points for specific goals are not claimed.**
10. Service providers who wish to render services to **the dtic** must register on CSD and ensure banking details are verified.
11. All prices quoted MUST be firm for the duration of the contract. Where Rate of Exchange is applicable, conditions must be stipulated on the quotation.
12. All quotations must be strictly in accordance with Annexure A.
13. **the dtic** reserves the right to appoint more than one service provider as deemed necessary, furthermore the department reserves the right not to appoint.
14. Price offered by the service provider scoring the highest points must be reasonable and market related

Please note:

EVALUATION CRITERIA

- Quotations will be evaluated based on the 80/20 preference, where 80/20 principle will apply to all procurement with a rand value of up to R50 million (all applicable taxes included)¹. 80 Points will be allocated for price and 20 points will be used for preferential procurement in line with the specific goals.
- Refer to SBD 6.1 form for specific goals
- Contract will be awarded to the bidder who scores the highest total points²

¹ "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

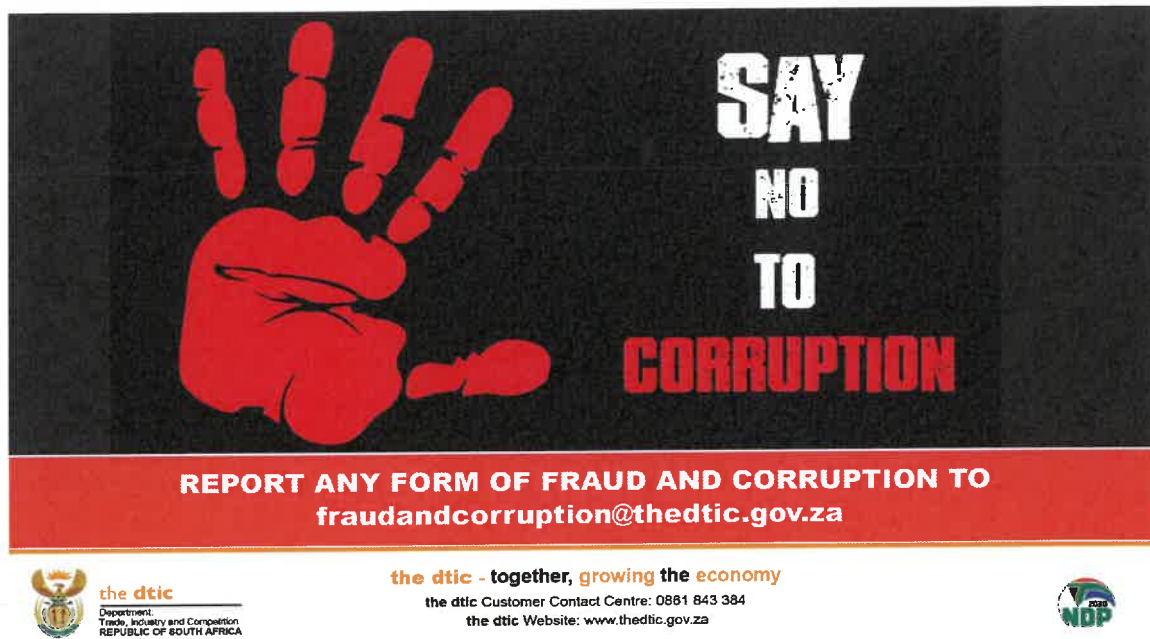
² "highest total points" equals the point scored for price added to the points for preferential procurement and RDP goals.



the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

- This RFQ is in line with the PREFERENTIAL PROCUREMENT REGULATION 2022



POPIA CONSENT FORM

The Bidder and the proposed team/ individuals proposed by the Bidding entity to perform work in line with the requirements stipulated in this request for quotation (RFQ) document, hereby give their consent to **the dtic** and its Officials involved in the evaluation / recommendation / award / drafting of SLA / verification of submissions, processing of purchase orders and invoices, to process our personal information for all purposes related to this request for quotation (RFQ) process and possible subsequent contract, in accordance with the provisions of the Protection of Personal Information (POPI) Act, 2013 (Act no. 4 of 2013) & Protection of Information Act, 1982 (Act no. 84 of 1982),

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

ANNEXURE A

Requirement list / Specifications			
SUBJECT: To invite proposals to appoint a service provider to provide legislative drafting services to the dtic , as and when there is a need or demand for a period of twelve (12) months.			
Item No	Number of Units	Item description	
1			
2		Please refer to the attached ToR	
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Company Name

Signature

Date



the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

To invite proposals to appoint a service provider to provide legislative drafting services to the dtic, as and when there is a need or demand for a period of twelve (12) months

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REQUEST FOR PROPOSALS:

The Department of Trade, Industry and Competition (**the dtic**) invites interested service providers to submit proposals to appoint a service provider to provide legislative drafting services to **the dtic**, as and when there is a need or demand for a period of twelve (12) months.

NOTE: Should a vendor have reason to believe that the Specification / Terms of Reference (ToR) are not open to promote competition or that it is written based on a particular brand / product / entity; the vendor shall notify **the dtic** within five (5) calendar days after publication of the request.

1 PURPOSE

- 1.1 The purpose of the request is to obtain proposals from interested service providers to provide legislative drafting services to **the dtic** as and when there is a need or demand for the drafting services.

2 BACKGROUND

- 2.1 The Chief Directorate Legislative Drafting (the Business Unit) in the Regulation Branch (RB) contributes to the development of laws that create a fairer regulatory regime for businesses and consumers. The Business Unit is responsible for the drafting of legislation, take part in the Cabinet processes on tabling the proposed laws at Cabinet, further deliberations and processing in Parliament for progressive legislative outcome.
- 2.2 The Business Unit conducts legal research and use research outputs for development and review of laws, regulations, legal opinions, submissions, policy frameworks, guidelines and engagements in consultation processes with multi-stakeholders such as government departments, businesses, members of the public, industry role players, academia, implementing and enforcement agencies.
- 2.3 At present, the Business Unit is understaffed and not able to perform its legislative drafting mandate. The Business Unit exists to execute the legislative drafting function which requires a technical specialised skill, which not everyone possesses. Given the magnitude of the responsibility and the mandate of the Regulation Branch and the Department, the necessary resources with technical expertise and capacity are required to respond to work demands. However, the Business Unit is currently operating with only one (1) legislative drafter.
- 2.4 Given the above and the mandate of the Regulation Branch to continue developing and implementing coherent, predictable, transparent legislative and regulatory solutions, Regulation Branch within **the dtic** would like to appoint a service provider for a period of twelve months to provide legislative drafting services to **the dtic** to remedy the lack of in-house technical skill and capacity.

3 OBJECTIVES

- 3.1 The objective is to obtain the necessary specialised technical skill and capacity of legislative drafters to provide legislative drafting services to **the dtic** as and when there is a need or demand for the services.
- 3.2 The prospective service provider appointed will assist the Department with:
 - 3.2.1 Drafting of primary legislation, regulations, notices, circulars and other related legal instruments such as guidelines, notices, codes of conduct, protocols to support any legislation that has to be developed or to support the implementation of existing legislation.
 - 3.2.2 Reviewing of primary legislation, regulations and other legal instruments as required
 - 3.2.3 Providing legal opinion on Bills, regulations and other legal instruments supporting the legislation.

4 METHODOLOGY

- 4.1 The service provider is expected to propose an appropriate and innovative methodology to be used in drafting legislation to ensure that the outputs are achieved within stipulated timeframes in line with the objectives.

5 SCOPE OF WORK

The scope of work entails:

- 5.1 Prepare and develop draft Bills (including the omnibus Bill/s), Regulations, Guidelines, Notices and other related legal instruments such as , Rules, Standards, Protocols, Codes of Conduct, Codes of Good Practice in accordance with the policy and drafting instructions.
- 5.2 Undertake a review of relevant legislation in relation to the drafting instructions.
- 5.3 Engage, liaise and consult with all the responsible stakeholders responsible for legislative drafting (on the development of the draft legislation) including other legislative drafters and relevant departments dealing with matters of legislative development.
- 5.4 Develop reports indicating stakeholders consulted, consultation outcomes, recommendations from consultations, analysis of such recommendations for each consultation with stakeholders that has taken place.
- 5.5 Provide support to consultative engagements with the respective stakeholders on draft legislation or regulations and must assist to draft model legislative briefs.
- 5.6 Assist with the development of proposed legislative supporting material that include memorandum of objects or explanatory memorandum as well as legislation implementation plan for the draft legislation.
- 5.7 Train relevant officials within the department and/or branch who are responsible for legislative drafting and/or policy development to impart technical drafting skills as part of skills transfer and internal capacity building.

- 5.8 Undertake research on judicial jurisprudence on any matter to legislated or regulated to ensure alignment with any judicial precedent set on any specific matter to be legislated or regulated.
- 5.9 Provide research on international best practices on any legislation to be developed and apply where appropriate to bring the South African context;
- 5.10 Coordination of drafting legal teams where applicable for the Omnibus Bill development which may be from different disciplines and involve multiple drafters including from other government departments.
- 5.11 Providing legal opinion on Bills, regulations and other legal instruments supporting the legislation as and when required.

6 DELIVERABLES

- 6.1 The core deliverables for the service providers appointed are the following and the delivery timeframe will vary depending on the need and urgency:
 - 6.1.1 Draft Bills (including the omnibus Bill/s), Regulations, Notices and other legislative instruments incorporating comments from stakeholders.
 - 6.1.2 Provide reports on relevant legislation, which is subject to review.
 - 6.1.3 Provide legal opinions on legislation or regulations or legal instrument.
 - 6.1.4 Provide reports on Stakeholder consultations.

7 SKILLS TRANSFER

- 7.1 The service provider will also be required to train relevant officials within the Department and/or Branch who are responsible for legislative drafting and/or policy development to impart technical drafting skills as part of skills transfer and internal capacity building. This will assist to address capacity constraints and specialised technical drafting skills in the Business Unit that is responsible to performing for legislative drafting functions, as well as alleviating the workload on the current lone legislative drafter in the Unit.
- 7.2 The service provider must provide a very clear, detailed and comprehensive plan on how the skills will be transferred to **the dtic** officials.
- 7.3 The transfer of skills will be included in the consultant's Service Level Agreement (SLA) as it will be part of the evaluation criteria.

8 PROJECT TEAM, QUALIFICATIONS, EXPERIENCE AND EXPERTISE

8.1 The Project Team:

- 8.1.1 The project team is proposed as follows:

Project Team	Name & Surname
1x Senior Legislative Drafter (Project Leader)	
1x Legislative Drafter (Team member)	

8.1.2 In instances where a Senior Legislative Drafter (Project Leader) and project team member are not available to perform services at a specific period in time, the service provider will be responsible for providing a replacement with similar qualifications and experience to guarantee the same standard of work to **the dtic**.

8.2 The Senior Legislative Drafter (Project Leader) should comply with the following requirements:

8.2.1 Have a NQF level 7 or NQF 8 legal qualification and five (5) years' experience in legislative drafting as a Senior Legislative Drafter. Leading a team of legislative drafters on similar projects will be an added advantage.

8.2.2 Knowledge of the South African constitutional, legislative and policy environment; Interpretation of law and policy, legislation vetting skills, project management, programme planning.

8.2.3 Experience and knowledge of the public service, intergovernmental relations, international relations, forms and systems of government; high level strategic thinker; technical drafting, project management, research, data collection and analysis skills.

8.2.4 Must have undertaken relevant legislative drafting work and produced five (5) Bills and 10 Regulations or any legal instrument which supports the legislation (Regulations, Notices,

Bill or any other related legal instrument which supports the legislation	Role (Drafter/Senior Drafter/Vetting)	Bill or any other related legal instrument

Practice Notes etc) in the past 5 years. A list of bills or any legal instrument which supports the legislation must be listed in a tabular form as shown below:

8.3 The team member should comply with the following requirements:

8.3.1 Have a NQF level 7 or NQF 8 legal qualification and three (3) years' experience in legislative drafting as a Legislative Drafter;

8.3.2 Good understanding of the Constitution and applicable governance legislation and regulatory environment; understanding of the national political, strategic and policy environment;

8.3.3 Knowledge of the intergovernmental relations environment and cooperative governance in South Africa; and

8.3.4 Policy development and legislative drafting skills.

8.4 Service providers must submit comprehensive CV's of all proposed project member in the following format: **1st Column:** Name and ID number of project member; **2nd column:** Relevant qualification(s) and courses successfully completed; **3rd column:** number of years' relevant experience indicated in numerical format; **4th column:** evidence to prove relevant experience and knowledge in field of expertise (as indicated in below table).

Name and surname of project member	Relevant qualification(s) and	Number of years' relevant experience in <u>numerical</u> format	Relevant proof and relevant references to prove relevant
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	courses successfully completed	(Only indicate the number of years performing this specific work / services).	experience and knowledge in field of expertise.
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- 8.5 The Bidding Company must be in existence for at least 10 years' with 5 years' recent relevant experience in legislative drafting. Proof of relevant experience should be provided by means of detailing the type of project, the period of the project, the magnitude of the project and the result of the project. Reference letter/s in legislative drafting work performed in the past 5 years from former client/s must be submitted as evidence.

NB: the dtic reserves the right to vet all documentation and information provided by bidders to prove their relevant experience and ability to perform the service.

9 SPECIAL CONDITIONS

- 9.1 A Service Level Agreement must be signed with the successful bidder before work commences. A contractual relationship will only commence once a Service Level Agreement is signed between the parties.
- 9.2 Proposed project members must participate actively and be available to perform services in accordance with the contract. In instances where a proposed project member is not available to perform services at a specific period in time, the bidder will be responsible to provide a replacement with similar qualifications and experience in order to guarantee the same standard of work to **the dtic**. Each project member's role must be clearly outlined in the project plan.
- 9.3 A project plan detailing the tasks, activities and target dates for the work to be undertaken should be submitted to **the dtic** as and when the work is assigned after appointment of the successful Service Provider. Each key team member's role must be clearly outlined in the project plan;
- 9.4 As previously indicated **the dtic** reserves the right to vet all qualifications and other documentation provided by bidders to prove relevant qualifications, experience and expertise prior to the appointment of a Service Provider;
- 9.5 Copyright and intellectual property rights to all documentation, reports etc. that emanate from this assignment will vest with **the dtic**.
- 9.6 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Not all bids will contain special conditions of contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 9.7 Proposals received (on the emails communicated) after the closing date and time will not be consideration.
- 9.8 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.
- 9.9 The State reserves the right to conduct supplier due diligence prior to final award or at any time

during the contract period. This may include site visits.

- 9.10 The Procurement Officials of **the dtic** may communicate with bidders where clarity is sought after the closing date of the request for proposals and prior to the award of the contract, or to extend the validity period of the proposals, if necessary.
- 9.11 All communication between the bidder and the Procurement Officials of **the dtic** must be done in writing.
- 9.12 Bidders must ensure that they are registered on the Central Supplier Database of the National Treasury as this is compulsory in order for bidders to be considered for bids.
- 9.13 Bidders must ensure that their tax matters are in order in line with the Preferential Procurement Policy Framework Act and the Treasury Regulations.
- 9.14 Bidders' whose tax matters are not declared to be in order will be disqualified.
- 9.15 Bidders' attention is drawn to the tax requirements stated on the SBD 1 form.
- 9.16 Where applicable acceptance of a bid will be subject to the condition that both the contracting firm and its personnel providing the service must be cleared by the appropriate authorities to the level of CONFIDENTIAL/SECRET/TOP SECRET (whichever one is stipulated in the relevant specification / ToR). Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures as the safe performance of the contract may require." (Minimum Information Security Standards. Chapter 5).
- 9.17 The points scored for functionality, price and preferential goals will be rounded off to the nearest 2 decimals.
- 9.18 In cases where the tender invitation is subject to a pre-qualification requirement based on sub-contracting, then it is the responsibility of the tenderer to select competent sub-contractors that meet all the requirements of the tender in order to ensure that the bidders tender is not jeopardized by the subcontractor during evaluation. Bidders are responsible for all due diligence on their subcontractors.
- 9.19 In cases where above market related prices are quoted the right is reserved to negotiate with the three preferred bidders (three highest on final points for price and preferential goals).
- 9.20 Bidders to take note that the award of the tender may be subject to price negotiation with the preferred bidder.
- 9.21 This bid is subject to the PPPFA and its Regulations and **the dtic's** SCM Policy.
- 9.22 Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **the dtic** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- 9.23 The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.
- 9.24 Regulation 13 (c) of the Public Service Regulations 2016 determines that an employee shall not conduct business with an organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a

director of a company listed in schedule 2 and 3 of the Public Finance Management Act.

As this regulation prohibits public service employees from conducting business with an organ of state; either in a personal capacity or as a director of a private or public company, non-compliance with this regulation will lead to automatic disqualification of a bid.

the dtic reserves the right:

- 9.25 To award this bid to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).
- 9.26 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 9.27 To accept part of a tender rather than the whole tender.
- 9.28 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 9.29 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 9.30 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 9.31 Award to multiple bidders based either on size or geographic considerations.
- 9.32 Bidders will be allowed to submit queries or request clarification **up to one week prior to the closing date of this request**. Thereafter no queries / clarification requests will be responded to.
- 9.33 If the bidder failed to comply with any of the administrative pre-qualification requirements, or if **the dtic** is unable to verify whether the pre-qualification requirements are met, then **the dtic** reserves the right to –
- 9.34 Reject the bid and not evaluate it, or
- 9.35 Accept the bid for evaluation, on condition that the bidder must submit within seven (7) calendar days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.
- 9.36 Incomplete pricing will lead to automatic disqualification as it will not be possible to compare the price with other bid prices.
- 9.37 Pricing in figures and pricing in words must be the same. Any discrepancy in these two will result in the pricing in figures will be deemed the bid price and will be used for comparison and contract purposes.

10 PRICE

- 10.1 Bid prices are required in the form of hourly rates. The bid price must represent hourly rates of the project leader and project team member allocated to **the dtic**. Payment based on hourly

rates will be payable by **the dtic** to the successful Service Provider upon satisfactory work delivery, in accordance with an agreed payment schedule which will be linked to set deliverables. Please see the attached SBD 3.3 on how pricing must be quoted. The average hourly rate will be used for price comparison purposes in the 80/20 point system. The pricing **MUST** be based on fixed prices. No price escalations will be considered. **Any price condition that contradicts the fixed price requirement will lead to automatic disqualification of a proposal.**

10.2 The bid price must be inclusive of VAT and quoted in RSA currency.

10.3 Where the commissioned projects have travel and accommodation cost implications, (excluding normal overhead costs) please refer to the Service level Agreement.

10.4 Receipts must accompany any claims for travel and accommodation and boarding passes.

10.5 The attached pricing schedule Annexure A must be completed in full and will be the only acceptable pricing format that will be considered. **Non-compliance will lead to automatic disqualification of a proposal.**

10.5.1 Consultants will only be remunerated in accordance with the cost containment measures determined by National Treasury or **the dtic** as communicated in Financial Circulars and/or the SCM Policy of the dtic.

TRAVEL AND ACCOMMODATION REQUIRED FOR THE PROJECT

10.6 Hotel and accommodation costs will be limited to a maximum of R1813.00 for dinner, bed and breakfast at a graded Bed & Breakfast, Country House or Guest House OR for Grand Hotel or Boutique Hotel in line with latest National Treasury prescripts and **the dtic** policies.

10.7 For travelling the rates per kilometre may not exceed the rates as approved by the Automobile Association of South Africa (proof of latest approved rates to be attached to SBD 3.3);

10.8 Air travel will be restricted to economy class travel for the purposes of travelling required for the project.

NB: The pricing **MUST** be based on fixed prices. No price escalations will be considered. **Any price condition that contradicts the fixed price requirement will lead to automatic disqualification of a proposal.**

11 **the dtic** OBLIGATIONS

the dtic reserves the right:

11.1 To award proposal to a Service Provider that did not score the highest total number of points, only in accordance with section 2(1) (f) of the PPPFA (Act 5 of 2000).

11.2 To negotiate with one or more preferred Service Provider(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Service Provider(s) who has not been awarded the status of the preferred Service

Provider(s).

- 11.3 To accept part of a proposal rather than the whole proposal.
- 11.4 To correct any mistakes at any stage of the proposal that may have been in the RFP documents or occurred at any stage of the RFP process.
- 11.5 To cancel and/or terminate the RFP process at any stage, including after the Closing Date and/or after presentations have been made, and/or after proposals have been evaluated and/or after the preferred Service Provider(s) have been notified of their status as such.
- 11.6 Award to multiple Service Providers based either on size or geographic considerations.

12 SERVICE PROVIDER'S OBLIGATION

- 12.1 Service Providers must ensure that they are registered on the Central Supplier Database of the National Treasury as this is compulsory in order for Service Providers to be considered for proposals.
- 12.2 Service Providers must ensure that their tax matters are in order in line with the Preferential Procurement Policy Framework Act and the Treasury Regulations.
- 12.3 Service Providers' whose tax matters are not declared to be in order will be disqualified.
- 12.4 Service Providers' attention is drawn to the tax requirements stated on the SBD 1 form.
- 12.5 The points scored for functionality, price and preferential procurement points will be rounded off to the nearest 2 decimals.
- 12.6 In cases where above market related prices are quoted the right is reserved to negotiate with the preferred bidder...
- 12.7 Service providers to take note that the award of the proposal may be subject to price negotiation with the preferred service provider.
- 12.8 The Service Provider will be required to sign a confidentiality declaration form, undertaking to keep all the information at his/her disposal as a result of being awarded the contract by the dtic strictly confidential;
- 12.9 The Service Provider must not disseminate any information gathered during the conduct of the project, publicize or release media statements in relation to the assignment;
- 12.10 Any information gathered during the conduct of the assignment is the property of **the dtic** and may not be distributed without prior written approval of **the dtic**;
- 12.11 The Service Provider will be deemed to have been satisfied as to the correctness and sufficiency of the rates and prices set out in their bid for the services to be rendered;
- 12.12 The Service Provider must plan and provide for all possible risks that may affect the delivery of the project on time and indicate what mechanisms are in place to manage such risks.

13 BID EVALUATION CRITERIA

- 13.1 The 80/20 principle and two file system will apply in evaluating the proposals in accordance with the Preferential Procurement Policy Framework Act; Act no 5 of 2000 its subsequent Regulations and the Preferential Procurement Policy of **the dtic**. The reason for applying the

two file system is to ensure that price does not influence the evaluation of the functional proposals.

13.2 TWO FILE SYSTEM

13.2.1 The two file system is based on the submission of the functional and financial proposals in two separate files. NO financial information may be contained in the functional file **as this will lead to automatic disqualification**. Submission must be done as follows:

13.3 FUNCTIONAL PROPOSAL:

13.3.1 Bidders must submit their functional proposal to RB-Quotations@thedtic.gov.za in a file titled name of the bidder and [Reference number: the dtic-RB-RFQ001-2025 2026](#) clearly indicated on the subject of the email. This file should only contain the functional proposal and compulsory forms; SBD 1, 4, 6.1 and General Conditions of Contract; as well as the relevant required proof to substantiate claims for preference points. **Financial information in a functional proposal will lead to automatic disqualification of that specific proposal.**

13.4 FINANCIAL PROPOSAL:

13.4.1 The financial proposal (and SBD 3.3) must be submitted to financialproposals@thedtic.gov.za titled name of the bidder and [Reference number: the dtic-RB-RFQ001-2025 2026](#) clearly indicated on the subject of the email.

13.5 FAILURE TO COMPLY WITH THE TWO FILE REQUIREMENT WILL AUTOMATICALLY INVALIDATE A BID.

13.5.1 All proposals will be evaluated in terms of the two phase process once the pre-qualifying of bids received is done. All bid proposals received are subject to a pre-qualification process to determine compliance with compulsory requirements / conditions. All bids that pass the pre-qualification process will then be evaluated as follows:

13.6 **First phase:** Functional evaluation. This evaluation is based on the functional proposal submitted in file one (functional file). For this phase there is a cut-off score of 60% and only the proposals that score 60% and above during the functional evaluation will be considered during the second phase of evaluation.

13.7 **Second phase:** Price and preferential procurement. During the second phase all Bids that scored 60% and above during the functional evaluation will be considered for the second phase where points will be calculated for price and preferential procurement scores in accordance with the latest PP Regulations pertaining to the Preferential Procurement Policy Framework Act, Act no 5 of 2000 and the dtic SCM Policy / Preferential Procurement Policy.

Key scores

Score	Description
0 – Non-compliant	No evidence provided to substantiate compliance
1 – Poor	Unacceptable, does not meet set requirements
2 – Average	Reasonable but not sufficient to fully satisfy the set requirements
3 – Good	Fully complies to the set minimum requirements
4 – Very Good	Above average compliance to the set requirements
5 – Excellent	Meets and exceeds the set requirements

PHASE 1: FUNCTIONAL EVALUATION

No.	Criteria	Scoring Criteria	Weighting
1.	Qualifications and experience of proposed project members		
1.1	<p>Senior Legislative Drafter (Project Leader) NQF level 7 or NQF 8 legal qualification as per par 8.2.1 requirement.</p> <p>Foreign qualifications must be accompanied by SAQA evaluation report.</p>	<p>5 = PhD or higher</p> <p>4 = Masters</p> <p>3 = NQF level 7 or NQF 8 legal qualification</p> <p>2 = National Diploma</p> <p>1 = Certificate</p> <p>0 = No qualification</p>	5
1.2	<p>The Key Team member</p> <p>NQF level 7 or NQF 8 legal qualification. All key team member must have a relevant degree in order to score at least 3.</p>	<p>5 = PhD or higher</p> <p>4 = Masters</p> <p>3 = NQF level 7 or NQF 8 legal qualification</p> <p>2 = National Diploma</p> <p>1 = Certificate</p> <p>0 = No qualification</p>	5
2.	Experience and number of years' performing services of team leader, key team member and company		
2.1	<p>Senior Legislative Drafter (Project Leader): Five (5) years' experience in legislative drafting as a Senior Legislative Drafter. Senior Drafter must have at least 5 years' relevant experience and 5 Bills or legal</p>	<p>5 = 11 years + and More than 10 Bills or legal instruments</p> <p>4 = More than 6 years but less than 10 years and 6 to 10 Bills or legal instruments</p>	30

No.	Criteria	Scoring Criteria	Weighting
	instrument as per para 8.2.1 and 8.2.4 in order to score at least 3.	3 = 5 years and 5 Bills or legal instruments 2 = more than 2 years but less than 3 years and 2 Bills or legal instruments 1 = 1 to 2 years and with 1 Bill or legal instrument 0 = Less than 1 year and with 0 Bills or legal instruments	
2.2	Team member: Three (3) years' experience in legislative drafting as a Legislative Drafter. All key team member must have at least 3 years' relevant experience in order to score at least 3.	5 = 5 years + 4 = More than 3 years but less than 5 years 3 = 3 years 2 = more than 2 years but less than 3 years 1 = 1 to 2 years 0 = Less than 1 year	20
2.3	Bidder: Five (5) years' recent experience in legislative drafting as per para 8.5. Proof of successful completion of similar projects and reference letter/s from former client/s.	5 = More than 10 years' experience with reference letter/s 4 = 6 years to 10 years' experience with reference letter/s 3 = 5 years' experience with reference letter/s 2 = 3 years to less than 5 years' experience with reference letter/s 1 = 1 year to less than 3 years' experience with reference letter/s 0 = 0 years of experience with no reference letter/s	20
3.	Methodology and research models		

No.	Criteria	Scoring Criteria	Weighting
3.1	Methodology proposed in line with requirements stipulated in the Terms of Reference.	Level of detail.	10
4.	Skills Transfer		
4.1	Demonstration of how the service provider will transfer skills to the dtic officials.	In line with requirements stated under par 7.2	10
	TOTAL		100
	MINIMUM THRESHOLD		60%

PHASE 2 : PRICE AND PREFERENCE POINTS

	<u>80/20 PRINCIPLE</u>	POINTS
1	<u>Price</u>	80
2	<u>Maximum Preferential procurement points</u>	20
	MAXIMUM POINTS	100

The following preferential points may be claimed in line with **the dtic's** preferential policy:

PREFERENTIAL GOAL	POINTS - 80/20	RELEVANT CLAIM FORM
BEE compliance based on Section 10 of the B-BBEE Act (Act 53 of 2003 as amended by Act 46 of 2013). (Relevant point qualified for will be divided by 2 as a maximum of 10 points can be scored on this element).	10	SBD 6.1 with supporting evidence as per para 13.8.
Local procurement	6	SBD 6.1 with supporting evidence as per para 13.9.
HDI based on (race / women / disabled people)	2	SBD 6.1 with supporting evidence as per para 13.10.

SMME's	2	SBD 6.1 with supporting evidence as per para 13.11.
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The following proof to substantiate preferential points claims is required and MUST be submitted together with your bid proposal:

- 13.8 For claims based on B-BBEE compliance based on Section 10 of the B-BBEE Act (Act 53 of 2003 as amended by Act 46 of 2013): Valid Certified B-BBEE certificate OR Valid Certified CIPC B-BBEE certificate OR Valid Certified Sworn Affidavit.
- 13.9 For claims based on Local Procurement (Provincial): Proof of address (municipal rates account OR bank statements OR lease agreement OR certified sworn affidavit).
- 13.10 For claims based on HDI (Race, Women or People with disabilities): Copy of CIPC (Companies and Intellectual Property Commission) registration, copies of ID's as well as CSD (Central Supplier Database) report and a letter from a specialist / doctor certifying disability must be submitted in order to substantiate claims based on disability.
- 13.11 For claims based on Small Medium Micro Enterprises (SMME's): SARS return indicating annual turnover OR Certified Sworn Affidavit or Valid Certified B-BBEE certificate OR Valid Certified CIPC B-BBEE certificate.
- 13.12 FAILURE ON THE PART OF A SERVICE PROVIDER TO SUBMIT PROOF OR DOCUMENTATION REQUIRED IN TERMS OF THIS ToR TO CLAIM POINTS FOR SPECIFIC GOALS, WILL BE INTERPRETED TO MEAN THAT PREFERENCE POINTS FOR SPECIFIC GOALS ARE NOT CLAIMED AND NO POINTS WILL BE ALLOCATED.**
- 13.13 Bidders that choose to claim preference points must do so by completing the SBD 6.1 at the time of submitting the bid proposal in the functional proposal envelope. It is the responsibility of the bidder to attach the relevant proof for each goal claimed to the SBD 6.1 form.
- 13.14 FAILURE TO ATTACH THE RELEVANT PROOF FOR EACH GOAL CLAIMED MAY LEAD TO NO POINTS ALLOCATED FOR PREFERENTIAL GOALS.**

14 CONTRACTUAL PERIOD

- 14.1 The contract is for a period of twelve (12) months. However, Service Provider must take note that there might be an immediate request for services just after conclusion of the SLA due to work demands.
- 14.2 The commissioning parties are open to reasonable negotiations in this regard.

15 SUBMISSION OF PROPOSALS AND CLOSING DATE

- 15.1 The functional proposals and compulsory forms; SBD 1, 4, 6.1 and General Conditions of Contract; as well as the relevant required proof to substantiate claims for preference points must be submitted to RB-Quotations@thedtic.gov.za quoting reference number: the dtic-RB-RFQ001-2025 2026 and adhering to the process outlined in para 13.3.1.
- 15.2 The financial proposal (and SBD 3.3) must be submitted to financialproposals@thedtic.gov.za quoting reference number: the dtic-RB-RFQ001-2025

2026 and adhering to the process outlined in para 13.4.1.

15.3 Do not copy or send to **the dtic** official/s' email address/es. Only send the proposals to the emails indicated on para 15.1 and 15.2. **Quotations and Proposals sent or copied to the dtic official/s' email addresses will not be considered.**

15.4 **Closing date and time: 30 May 2025, 23H59.**

16 CONTACT DETAILS

16.1 Please direct all technical questions in writing to:

Mr. K Mokaba
Legislative Drafting Unit (Regulation Branch)
Email: KMokaba@thedtic.gov.za

16.2 Ms Kedibone Theko
Executive Assistant
Email: KMTheko@thedtic.gov.za

16.3 Please direct all **bid related** questions in writing to:
Mr M Maubelo
Operational Management: Regulation Branch
Email: MMaubelo@thedti.gov.za

BIDDERS ARE REQUIRED TO SUBMIT EVIDENCE / DOCUMENTATION UNDER ANNEXURES A - F, PER CRITERIA, AS STIPULATED UNDER ANNEXURES A-F FOR EVALUATION PURPOSES TO SUBSTANTIATE COMPLIANCE TO SET CRITERIA. IF THE EVIDENCE FOR A SPECIFIC CRITERIA IS NOT FOUND UNDER THE RELEVANT ANNEXURE IT WILL BE DEEMED AS NOT PROVIDED / NON-COMPLIANT AND EVALUATED AND SCORED ACCORDINGLY.

ANNEXURE A

EVIDENCE FOR EVALUATION CRITERIA 1.1

SENIOR LEGISLATIVE DRAFTER (PROJECT LEADER) – RELEVANT NQF LEVEL 7 OR NQF 8 LEGAL QUALIFICATION. QUALIFICATIONS MUST BE ELABORATED UPON IN CV'S

(ADD EVIDENCE OF QUALIFICATIONS UNDER THIS PAGE)

(5 POINTS)

ANNEXURE B

EVIDENCE FOR EVALUATION CRITERIA 1.2

**NQF LEVEL 7 OR NQF 8 LEGAL QUALIFICATION TEAM MEMBER. ALL KEY TEAM MEMBER MUST HAVE A RELEVANT DEGREE IN ORDER TO SCORE AT LEAST 3. QUALIFICATIONS MUST BE ELABORATED UPON IN CV'S
(ADD EVIDENCE OF QUALIFICATIONS UNDER THIS PAGE)
(5 POINTS)**

ANNEXURE C

**EVIDENCE FOR EVALUATION CRITERIA 2.1
SENIOR LEGISLATIVE DRAFTER (PROJECT LEADER) 5 YEARS' RELEVANT
EXPERIENCE AND 5 BILLS OR LEGAL INSTRUMENT SUPPORTING THE
LEGISLATION AS PER PARA 8.2.1 AND 8.2.4**

**(ADD EVIDENCE OF EXPERIENCE UNDER THIS PAGE)
(30 POINTS)**

ANNEXURE D

**EVIDENCE FOR EVALUATION CRITERIA 2.2
KEY TEAM MEMBER'S THREE (3) YEARS' EXPERIENCE IN LEGISLATIVE
DRAFTING AS A LEGISLATIVE DRAFTER.
(ADD EVIDENCE OF EXPERIENCE UNDER THIS PAGE)
(20 POINTS)**

ANNEXURE E

**EVIDENCE FOR EVALUATION CRITERIA 2.3
FIVE (5) YEARS' RECENT EXPERIENCE IN LEGISLATIVE DRAFTING AS PER
PARA 8.5. PROOF OF SUCCESSFUL COMPLETION OF SIMILAR PROJECTS.
REFERENCE LETTER/S FROM FORMER CLIENT/S.
(ADD PROOF OF SUCCESSFUL COMPLETION OF SIMILAR PROJECTS AND
REFERENCE LETTERS UNDER THIS PAGE)
(20 POINTS)**

ANNEXURE F

**EVIDENCE FOR EVALUATION CRITERIA 3.1
METHODOLOGY PROPOSED IN LINE WITH REQUIREMENTS STIPULATED IN THE
TERMS OF REFERENCE.
(ADD METHODOLOGY UNDER THIS PAGE)
(10 POINTS)**

ANNEXURE G

**EVIDENCE FOR EVALUATION CRITERIA 4.1
DEMONSTRATION OF HOW THE SERVICE PROVIDER WILL TRANSFER SKILLS
TO the dtic OFFICIALS.
(ADD DETAILED SKILLS TRANSFER PLAN UNDER THIS PAGE)
(10 POINTS)**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION)

BID NUMBER:	RB-RFQ001-2025 2026	CLOSING DATE: 30 MAY 2025	CLOSING TIME:	23H59
DESCRIPTION	TO INVITE PROPOSALS TO APPOINT A SERVICE PROVIDER TO PROVIDE LEGISLATIVE DRAFTING SERVICES TO the dtic , AS AND WHEN THERE IS A NEED OR DEMAND FOR A PERIOD OF TWELVE (12) MONTHS.			

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

Service providers must submit their functional/technical proposal folder / file and compulsory forms; SBD 1, 4, 6.1 and General Conditions of Contract; as well as the relevant required proof to substantiate claims for preference points via email to RB-Quotations@thedtic.gov.za quoting reference number: **thedtic-RB-RFQ001-2025 2026**. The functional/technical proposal folder / file should only contain the functional/technical proposal, but NO financial information. Financial information in a functional proposal will lead to automatic disqualification of that specific proposal.

The financial proposal (and SBD 3.3) must be submitted in a SEPARATE folder / file via email to FinancialProposals@thedtic.gov.za quoting reference number: **the dtic-RB-RFQ001-2025 2026**.

NB: Do not copy or send to the dtic official/s' email address/es. Only send the proposals to the emails indicated above. Quotations and Proposals sent or copied to the dtic official/s' email addresses will not be considered.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Mr M Maubelo
TELEPHONE NUMBER	Emails only
FACSIMILE NUMBER	Emails only
E-MAIL ADDRESS	Mmaubelo@thedtic.gov.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Mr. K Mokaba
TELEPHONE NUMBER	Emails only
FACSIMILE NUMBER	Emails only
E-MAIL ADDRESS	KMokaba@thedtic.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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, 2017, 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:

.....

PRICING SCHEDULE
(Professional Services)

Name of Bidder:

.....

BIDDERS WHO QUOTE ANY OTHER COSTING OTHER THAN WHAT IS REQUIRED IN THE TOR AND THE SBD 3.3 WILL BE DISQUALIFIED AS IT WILL NOT BE POSSIBLE TO BRING THE PRICES ON A COMPARATIVE BASIS.

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.

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.

SBD4

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

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.

- 3.7 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 MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total Points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI (Race / Women/ People with disability)		2		
Local Procurement		6		
SMME's		2		
B-BBEE		10		

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:

.....

.....

.....

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.

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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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| 2. Application | <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> |
| 3. General | <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 www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <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> |
| 6. Patent rights | <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> |
| 7. Performance security | <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.

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| 16. Payment | <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> |
| 17. Prices | <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> |
| 18. Contract amendments | <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> |
| 19. Assignment | <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> |
| 20. Subcontracts | <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> |
| 21. Delays in the supplier's performance | <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.
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 Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.