



an agency of the  
Department of Sport, Arts and Culture

**TENDER NO: FP 01/2025 HK**

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

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

Prepared by:  
Freedom Park  
Cnr Koch & 17th Ave  
SALVOKOP  
PRETORIA  
0001  
Tel: 012 336 4000

**BID CLOSES**

**DATE: JULY 2025**

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



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

BID NO	DESCRIPTION	DEPART.	CONTACT PERSON	COMPULSORY BRIEFING SESSION	CLOSING DATE
FP01/2025	Appointment of a service provider for the manufacturing of sandstone supply, delivery, and inscription of names, including maintenance of the wall of names at freedom park for a period of three years.	Heritage & Knowledge	Edward Buthelezi 012 336 4003	Date:24 June 2025	11 July 2025 @11h00

BID DOCUMENTS CAN BE DOWNLOADED FROM:

[www.freedompark.co.za](http://www.freedompark.co.za) and e-tender portal

**Bid Submission**

Each Tender shall be enclosed in a sealed envelope, bearing the correct identification details, and shall be placed in the tender box located at  
Freedom Park Administration Building  
Cnr Koch & 7<sup>th</sup> Avenue  
SALVOKOP  
PRETORIA, 0001

Technical enquiries must be forwarded to Mr Ditiro Ramogayane Tel 012 336 4016 or e-mail to Mr Netshiavha at [victor@freedompark.co.za](mailto:victor@freedompark.co.za)

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

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

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

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	LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF BID DOCUMENT (NEATLY BINDED WITH ANNEXURES)	
	Company Registration Certificate	
	Copy or original of valid tax Clearance Certificate or Unique Pin	

	1 Sample of Type 1 Sandstone (Inscribed as per guidelines)	
	1 Sample of Stencil to be used when inscribing	
	CSD Report	
	Comprehensive proposal that responds to functionality	
	<i>Government Procurement General Conditions of Contract</i>	

## VERY IMPORTANT NOTICE OF DISQUALIFICATIONS

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the Freedom Park or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
  - (a) Who is in the service of the state, or;

- (b) If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state;
  - (c) Who is an advisor or consultant contracted with the Freedom Park in respect of contract that would cause a conflict of Interest?
- 7. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector
  - 8. Bid offers will be rejected if the bidder has abused the Freedom Park Supply Chain Management System.
  - 9 Failure to complete and sign the certificate of independent determination or disclosing of wrong information.

Failure to submit the above will lead to immediate disqualification.

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Bidder Signature (compulsory)

## **CERTIFICATE OF AUTHORITY FOR SIGNATORY**

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

COMPANY /PARTNERSHIP /ONE-PERSON BUSINESS / CLOSECORPORATION/ JOINT VENTURE

### **A. COMPANIES**

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

An example is shown below:

By resolution of the board of Directors on.....20....., Mr. / Ms .....  
.....has been duly authorized to sign all documents in connection with

**BID NO: FP 01/2025 HK**

SIGNED                      ON                      BEHALF                      OF                      THE                      COMPANY  
.....

IN                                      HIS                                      CAPACITY                                      AS:  
.....

DATE: .....

SIGNATURE OF  
SIGNATORY: .....

WITNESSES:

1.  
.....

2.  
.....

**B.      PARTNERSHIP**

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

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....

.....

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

Hereby authorize ..... to sign  
this bid as well as any contract resulting from the bid and any other documents  
and correspondence in connection with this bid / or contract on our behalf.

.....  
Signature Signature Signature

.....  
Date Date Date

### C. ONE-PERSON BUSINESS

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

.....  
Signature Date

**D. CLOSE CORPORATION**

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

An example is shown below:

By resolution of the members at the meeting on the .....200.....at  
.....Mr. / Ms .....whose signature appear below,

has been duly authorized to sign all documents in connection with

BID NO.FP 01/2025 HK

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

.....

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

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES:1 . .....

2.....

**Certificate of Authority for Joint Ventures**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize



Mr. /Ms....., authorized

signatory of the company....., acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Partner		Signature. .... Name ..... Designation .....
		Signature. .... Name ..... Designation .....
		Signature. .... Name ..... Designation .....
		Signature. .... Name ..... Designation .....

**APPOINTMENT OF A SERVICE PROVIDER FOR THE MANUFACTURING OF SANDSTONE SUPPLY, DELIVERY, AND INSCRIPTION OF NAMES, INCLUDING MAINTENANCE OF THE WALL OF NAMES AT FREEDOM PARK FOR A PERIOD OF THREE YEARS.**

**1. Background**

Freedom Park requires a service provider to manufacture, inscribe, reinscribe, relocate, install, effect repairs and maintenance of the Wall of Names at Freedom Park.

The Freedom Park is a Cultural Institution legislated by the Cultural Institution Act No.119 of 1998. And a heritage destination that provides a pioneering and empowering heritage and tourism experience that challenges visitors to reflect upon our past, improve our present and build on our future as a united nation.



**Wall of Names**

**1.1 Project Deliverable**

The name inscription project is a memorialization project whereby the names of all who passed on and contributed to the struggle for humanity and freedom are inscribed on the Wall of names in the Garden of Remembrance at Freedom Park. It is a three-year project that entails inscription of new names, re-inscription of names on cracked stone panels, relocation and maintenance of the wall (Washing the wall as and when required, manufacture and supply of a sandstone and Base blocks as and when required) From time-to-time Freedom Park receive names from the community to be

inscribed on the wall of names. The approval of these names is through a process where Freedom Park has a committee that approves names before they are inscribed. The contract is a three-year contract; however, the contractor will be required to inscribe as and when the committee has approved and a list of names will be submitted to the appointed contractor to proceed with inscription.

## 2.1 Inscription of names

2.1.1 Freedom Park has already inscribed more than 1 895 names on the Wall of Names. It is now required that a service provider be appointed to inscribe additional names as new names are submitted, once the Research and Development Unit has finalised the validation process. The inscription guide narrative summary is attached as (**Annexure A**)

2.1.2 The Wall of Names is an awe-inspiring structure (697m in length), inscribed with the names of those who died during the eight conflicts within South Africa's history: The wars are separated by walls as per the following; wall 1 Pre-Colonial Wars, wall 2 Slavery, wall 3 Genocide, wall 4 Wars of Resistance. Wall 5 The South African War, wall 6 The First World War, wall 7 The Second World War and wall 8 Struggle for Liberation.

2.1.3 The physical wall can accommodate more the 500,000 names. The design also allows for future generations to memorialise their heroes and heroines. More names, with additional information, such as biographical data and pictures, will be available on a virtual wall accessible via touchscreen terminals.

## 2. Scope of Work

### 3.1 Manufacture & Supply

Successful Service Provider is required to manufacture, supply and deliver the various sizes of the required Sandstone as per the same size and colour. The following are the various sizes that are required for the project.

Item	Type of Stone and sizes	Sizes
Type 1		415mm x 42mm x 40mm



- The service provider will be expected to supply sandstone for inscription, re-inscription, and relocation as and when required.
- Manufacture and supply and install blocks of sand stones when required to do so.
- Service provider to make provision/allowance for breakages.
- Service provider to supply their equipment i.e. Scaffolding and other working equipment.

### **3.2 Inscription, re-inscription & Relocation of names**

- Inscribe new names, re-inscribe cracked names and relocate as per Freedom Park inscription guidelines and instruction document and procedure (attached **Annexure A**)
- Ad hoc and urgent inscription should have call out fee.
- The service provider is required to fix/attach them to the wall of names, using the correct stone glue for the stones.
- Inscription will be by each name and surname, date of birth, and date of death.
- The service provider must ensure that there is accuracy in name and surname spelling and should provide a warranty for fixing/ correcting inaccurate inscriptions.
- The installation of the sandstone will be done at The Wall of Names at Freedom Park.
- Engrave names on the panels according to Freedom Park names inscription guidelines and procedure.
- All broken panels shall remain Freedom Park Property
- The arial font size 12 should be always adhere to during inscription.
- The depth of inscription should be 2 mm (**Annexure B**)
- Inscription methodology should by sandblasting the stone with a use of compressor and should strictly be on site (Wall of names)
- The prospective Service Provider should have 5 years' experience of working with stone, preferably Sandstone.
- Should supply one sample of inscribe name (date of birth and date of death) as per the supplied drawings (type 1 drawing (**Annexure A**))

### **3.3 Maintenance**

Wash the Wall (preventive and removal of salts and algae in line with preventive conservation guidance to be provided by the Project Manager). The service provider is required to wash the wall on annual basis.

## **4. Methodology**

Service provider to explain the Methodology of inscription, re-inscription, relocation and maintenance as per their knowledge experience of working sandstone and washing the sandstone for conservation purpose.

## **5. Conditions to tender**

- All interested Bidders must attend the briefing session as absence from brief will automatically disqualify bidders
- The Service Provider should be prepared to do urgent inscription on an ad hoc basis even if it is a call for inscription of one name.
- Must submit one inscribed sample block with clear, visible and readable name inscribed in line with guiles, font and depth that has been outlined above (Annexure A).
- Valid CIBD proof of registration certificates for Grade 3 GB (No PE's will be considered).

## **6. Evaluation Criteria**

The bid will be evaluated in phases as follows:

- a) Phase 1: Admin compliance
- b) Phase 2: Pre-Qualification criteria for Preferential Procurement
- c) Phase 3: Functionality
- c) Phase 4: 80/ 20 Preference Point system as prescribed in Preferential Regulation 2022, (Price and Promotion of Specific Goals)

### **6.1. Phase 1 Admin compliance**

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

### **6.2. Phase 2 Pre-Qualification criteria for Preferential Procurement**

- (a) A tender which fails to meet any pre-qualifying criteria stipulated in the tender document is an unacceptable tender.

### **6.3. Phase 3 Functionality**

- (a) Bids will be rated in respect of each criterion of the point scored. The maximum possible score that can be achieved for functionality is 100.
- (b) Bidders that do not achieve a minimum score of 75 (out of 100) for functionality will not be evaluated further.

The evaluation criteria for measuring functionality, and the weighting attached to each criterion is listed in the table below, and will be rated as follows:

### **Functionality Criteria**

<b>Evaluation Criteria</b>	<b>Breakdown of Points</b>	<b>Total Points</b>
----------------------------	----------------------------	---------------------

<b>1</b>	<b>Company's Experience</b>	<b>5</b>	<b>20</b>
	Company Experience (provide company's profile listing all similar work performed by your company in the past three years)	No experience= 0 Points 1 Year Experience= 1 Point 2 Years' experience= 2 Points 3 Years experience= 5 Points	
<b>2</b>	<b>References</b>	<b>5</b>	<b>20</b>
	Minimum of three (3) contactable references (letters) not older than three years on a letter head from companies where the similar inscription services were rendered including the following:  <b>The letter to indicate:</b> ✓ Description of service rendered ✓ Duration of the contract ✓ Value of the contract	No reference letter= 0 Points 1 reference letters= 1 Point 2 reference letters= 2 Points 3 reference letters= 5 Points	
<b>3</b>	<b>Sample</b>	<b>4</b>	<b>15</b>
<b>1</b>	Bidders are required to submit a sample of Type 1 Sandstone (with same sizes, colour and fully inscribed)	No Sample submitted= 0 Points  Sample with correct stone, size and colour and fully inscribed=5 Points	
<b>2</b>	Bidders are required to submit a sample of stencil with the right size font		<b>5</b>
<b>4</b>	<b>Equipment/Machinery</b>	<b>5</b>	<b>20</b>
	List of all equipment/machinery for the implementation of the project	No List of Equipment/Machinery= 0Points  List of all equipment/machinery for the implementation of the project = 5 Points	
<b>5</b>	<b>Methodology</b>	<b>5</b>	<b>20</b>
	Bidders must submit detailed methodology on how they will implement the project. The methodology should cover ✓ implementation process ✓ Maintenance of the wall	No Methodology = 0 Points Generic Methodology = 2 Points Detailed methodology = 5 Points	

## ANNEXURE A

### 7. INSCRIPTION GUIDE FOR THE WALL OF NAMES

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

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

### 7.2 Categorisation:

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

### 8. No of Names per Conflict

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

#### Note:

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

### 9. Presentation of Conflicts:

Main conflict, sub conflict, specific event, names



Eg, Liberation Struggle Wall, Mass struggle, 1976 Student Uprising, Peterson, Hector - 1976

Liberation Struggle Wall, Armed Struggle, Sipolilio Campaign, Boikhutso Nturu F. 1968

Surname, first name space year of birth space dash space year of death

Matanjane, Patrick 1942 – 2008

## **10. Numbering**

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

## **11. Display:**

**Font:** Arial 12pt with a depth of 2mm

Maximum number of characters including commas and space: 19

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

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

Leave blank space where there is no information

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

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

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

## **12. Sub-Categories**

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

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

- Zanzibari's
- Indentured labour,
- Miners – Migratory labour system reflected.

- Forced labour reflected – isibhalo, xibalo, chibaro

## ii) The formation phase of the freedom movement

- African Modernists
- 1898 - The South African Native Congress Leaders
- Africa for the Africans
- Bantu Women's League
- 1902 - Rent boycott in Ndabeni location in Cape Town
- 1902/1903 - Formation of the African Political Organization
- 1904-8 nearly 100 000 Chinese indentured labour for the mines, repatriated owing to protests about the 'Yellow Peril' – except for those who died in SA.
- 1908 Indian Anti-Pass Campaign
- 1909 - London Delegation Against Union - 8 person delegation of African and Coloured persons travels to London to protest at the draft South Africa Act.
- **Independent African Church leaders, Teacher and political organisations, Journalists, Traditional leaders. (4)**

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

- 1911 - Lawyers Pixley Seme, Alfred Mangena, and George Montsioa plan a National Congress for Africans.
- **1912 - Formation of the SANNC – First office bearers e.g. John Dube, Sol Plaatje, etc.**
- **1913 - African Woman Anti-Pass protest - African woman in OFS choose jail rather than carry passes.**
- 1913 - Indian passive Resistance Campaign
- 1914 SANNC delegation goes to London to protest Natives' Land Act.

- 1917 Uprising of the Namibian people against South African "protection" i.e. UN mandate.
- 1919 SANNC delegation to the signing of the Treaty of Versailles
- 1919 - Formation of the ICU by Clemens Kadalie and other activists
- **SANNC office bearers and the 1913 Women Anti-Pass Protests. (2)**

**iv) Protests, communism and consolidation**

- 1920 Transvaal National Congress launches anti-Pass Campaign
- 1920 African Miners Strike
- 1921 Bulhoek Massacre - Africans killed
- 1921 Founding of the Communist Party of South Africa
- 1922 Africans in Herschel, Eastern Cape boycott shops
- 1922 - Rand Revolt 1922
- 1930 Independent ANC formed

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

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

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

- 1940-45 Series of bus boycotts in Johannesburg's townships

- 1940 Alfred Xuma becomes president of the ANC, list of other office bearers.
- Atlantic Charter and African Claims
- UNO and pressure by India and other countries
- **1943 Formation of the ANC Youth League (office bearers)**
- 1943 Coloured Advisory Council (CAC) established - Office bearers
- 1943 Anti CAC group allies with All Africa Convention and forms **Non European Unity Movement (members of the NEUM) – list leading figures.**
- 1944 *Sofasonke* squatter camp movement (James Mpanza)
- 1946 Miners Strikes at least 12 deaths
- Passive Resistance Campaign (list names of imprisoned)
- **1946 Indian Representation Act offers Indians limited representation by whites in parliament and Natal Provincial Council**
- 1947 Lembede dies – Peter Mda becomes new president of the CYL, other office bearers
- **CYL, NEUM, Indian Congress. (3)**

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

- 1949 Programme of Action pushed through by ANCYL and adopted by ANC.
- 1950 May Day strike – at least 18 killed
- 1950 CPSA banned and **SACP formed**
- 1950s Bus Boycotts on the Reef after fare increases
- 1950s Peasant uprisings: ga Matlala and Zeerust
- **1951 War Veteran Torch Commando Protests – list of protesters**
- 1952 Galeshewe Massacre in the Northern Cape.
- 1952 ANC Launches Defiance Campaigns - 1952 Riots
- **1952 Congress of Democrats and Coloured Peoples Organisation formed.** – acknowledge these early leaders.

- 1952 Amadelakufa volunteer section of the ANC
- 1953 World Federation of Democratic Youth Congress attended by Duma Nokwe and Henry Mokgothi
- **1955 Freedom Charter adopted at the Congress of the People, crackdown on extra-parliamentary organisations leads to Treason Trial**  
list of leaders of delegations from all the branches?
- **1955 - Federation of South African women**
- **1955 - SACTU**
- 1956-1960 Treason Trial of 156 activists
- **1956 Women's march to the Union Building in Pretoria** - (between 10 000 - 20, 000 women march, depending on which newspaper reported the event.)
- 1950s major uprisings in Sekhukhuniland , Pondoland; Natal and Zululand
- **1957 – Zeerust Women's march**
- **1959 PAC formed by Robert Sobukwe (first office bearers)**
- 1959 Pre Umkhonto acts of sabotage, burning of sugar cane farms, list of those involved
- **1959 Ixopho more than 20 000 women marched**
- **1959 Women's March eMkhumbane**
- **Sub-categories: SACP, War Veterans War Commando, COD and CPO, Freedom Charter, Women, PAC, Labour-SACTU, Treason Trialists (8)**

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

- 1960 Anti-Pass Law campaign. Sobukwe arrested, sentenced to three years, but held for six more years.
- **Sharpeville massacre**, march on Cape Town by PAC Phillip Kgosa

**ANC and PAC banned - military wings formed**

- Pondoland Revolts and the killing of 11 at Ngquza Hill.
- 1961 armed struggle participants Lelies Farm Rivonia, sabotage

Albert Luthuli Nobel Prize awarded.

- 1961 -1963 people charged under the Sabotage Act and jailed on Robben Island – both PAC and MK. In early years PAC outnumbered other organisations on RI.
- 1962 Lobatse Conference – Botswana (participants)
- 1962 - December the Ntlonze massacre at Cofimvaba, Transkei
- Mbashe River killing of white family by Poqo
- 1963 Ninety Day Act to crush Poqo and MK
- Many political trials following hundreds of detentions, with torture increasingly applied.
- List of banished people (such as leaders of the ‘Congo’ movement in Pondoland after the suppression of the uprising and many other ‘agitators’), those served with 24-hour and 12-hour house arrests.
- List banned people who kept underground structures such as M Plan etc. going eg Francis Baard and 100s more.
- ARM station bomb (check date 1965?) and execution of John Harris
- 1964 - Rivonia Trial
- Fischer trial – 1965
- More trials of those accused of conspiring to leave the country to undergo military training – research, including Bizos, newspaper reports. Their immense significance for a populace hungry for news that resistance was not crushed.
- 1967 Wankie Luthuli Detachment engage with SADF.
- **Sharpeville, MK and Poqo – internal , Wankie and Sipolilo – external. (3)**

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

- 1969 Trial of the 22, list includes Winnie Mandela, Joyce Sikhakhane etc.
- 1969 South African Students' organization founded (SASO) formed – founder members
- 1972 BPC co-ordinate BCM adherents (participants)
- 1972 – 1973 wave of strikes
- 1975 BC Trial following celebration of Mozambique's independence – included Strini Moodley.
- 1976 NUSAS trial for calling for the release of political prisoners
- **1976 – Uprisings, big wave of South African youth gets involved in the armed struggle. (list)**
- 1977 – Biko dies in detention, 17 newspapers organisations and 2 newspapers banned.
- **1979 - Comrades killed in Rhodesia**
- 1979 – Wiehann Commission advocates official recognition of trade unions  
Council of Union of South Africa and Federation of South African Trade Unions  
Industrial Conciliation Act embodies Wiehann recommendations.
- 1980's School boycotts, Labour strikes, protest marches

### Challenges

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

## 12. PRICING SCHEDULE

### PRICING INSTRUCTIONS

#### 12.1 General

12.2 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

12.3 The Price Schedule shall be read with all the documents which form part of this Contract.

12.4 The following words shall have the meanings hereby assigned to them:

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

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

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

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

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

### Units of Measurements

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

Abbreviations used in the of Quantities are as follows:

Mm	=	millimetre	h	=	hour
M	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m2	=	square metre	no.	=	number
m2.pass	=	square metre pass	sum	=	lump sum



ha	=	hectare	MN	=	meganewton
m <sup>3</sup>	=	cubic metre	MN.m	=	meganewton-metre
m <sup>3</sup> .km	=	cubic metre-kilometre	PC sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	Per cent
MPa	=	megaspascal	kW	=	kilowatt

## Rates

This price list has columns for quantity, rate and price for the goods. Entries in these columns are made as follows:

- 12.5. If the Supplier is to be paid an amount for the goods which is a fixed price for an item or a fixed price for each of a series of items, the tendering supplier enters the amount in the price column only, the other two columns being left blank.
- 12.6. If the Supplier is to be paid an amount for the goods which is the unit rate for each item multiplied by the quantity of the item supplied, (i.e. a 'Price Schedule' arrangement) - the tendering supplier enters the rate which is then multiplied by the quantity (which has been entered either by him or by the Purchaser) to produce the price which is also entered.
- 12.7. If the Supplier is to be paid an amount for an item of the goods which is the rate multiplied by the quantity supplied -whatever that quantity turns out to be (i.e. a 'schedule of rates' arrangement) - the tendering supplier enters the rate only, the other two columns being left blank. The tendering supplier's offer cannot include a total of the prices which covers all the items which the Supplier has to supply if any of the supply is dealt with using items with a rate only.
- 12.8. Rate only entries must not be made for work covered by other items.

### **CORRECTION OF ENTRIES MADE BY TENDERER**

*Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer*

*desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.*

***(Bidder erase or painted shall be unacceptable bidder.)***

### **13. General**

13.1.1 Bidders should register the bid and sample at the reception before depositing the bid in the tender box located at Freedom Park Admin building, Cnr. Koch & 7<sup>th</sup> Avenue, Salvokop, Pretoria.

13.2 Bids received after the closing date and time will not be accepted

13.3 All bidders will be requested to attend a compulsory briefing session

### **14. Social Responsibility**

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

**SBD1  
PART A**

**INVITATION TO BID**

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

BID NUMBER:	FP 01/2025 HK	CLOSING DATE:	11 July 2025	CLOSING TIME:	11:00
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**DESCRIPTION** **APPOINTMENT OF A SERVICE PROVIDER FOR THE MANUFACTURING OF SANDSTONE SUPPLY, DELIVERY, AND INSCRIPTION OF NAMES, INCLUDING MAINTENANCE OF THE WALL OF NAMES AT FREEDOM PARK FOR A PERIOD OF THREE YEARS.**

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

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

**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 BOX] APPLICABLE

			<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]**

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<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)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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](http://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.**

NAME OF COMPANY OWNER/DIRECTOR: .....

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

**TAX CLEARANCE CERTIFICATE REQUIREMEN**

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

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number: FP 01/2025 HK
Closing Time 11:00	Closing date.....

- Required by: Freedom Park
- At: Cnr. Koch & 7<sup>th</sup> Avenue Salvokop Pretoria

A – Price Per Stone	
Manufacture Supply and Delivery of the Different types of stones	Price per stone (VAT Inclusive)
Type 1	R
Type 2	R
Type 3	R
Type 4	R
Type 5	R
Total	R

B – Inscription	
Services	Total Price (VAT Inclusive)
Inscription	R
Total	R

C – Washing of the Wall	
Services	Total Price (VAT Inclusive)
Washing of the Wall	R
<b>Total</b>	<b>R</b>

TOTAL BID PRICE	
For the sake of calculating the Price for the Bid, add the following together and present the total cost ( Add A + B+ C)	Total (A + B+ C)
<b>Total Price</b>	<b>R</b>

- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/not firm
- Delivery basis .....

**Note:** All delivery costs must be included in the bid price, for delivery at the prescribed destination.

**\*\* “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levie**



## 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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

<sup>1</sup> 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.

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE 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**

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### **1. GENERAL CONDITIONS**

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

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

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

*(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:

**80/20 or  
80/20**

**or**

**90/10**

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
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:

**80/20**

**or**

**90/10**

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black owned		8		
51% -99% Black owned		6		
100% women owned		8		
51% -99% women owned		6		
100% youth owned		3		
51% -99% youth owned		2		
2% Owned by Persons with Disabilities		1		

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/.....

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 necessar

.....

**SIGNATURE(S) OF TENDERER(S)**

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....



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



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

**NOTES**

The purpose of this document is to:

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

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

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

## **TABLE OF CLAUSES**

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

<b>1.Definitions</b>	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 “Day” means calendar day.</p> <p>1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the 5 RSA.</p> <p>1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p>
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	<p>1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14 “GCC” means the General Conditions of Contract.</p> <p>1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.\</p> <p>1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
<b>2. Application</b>	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p>

	<p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>3. General</b>	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
<b>4. Standards</b>	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<b>5. Use of contract documents and information; inspection.</b>	<p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause</p> <p>5.1 Except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause</p> <p>5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser</p>
<b>6. Patent rights</b>	<p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser</p>
<b>7. Performance security</b>	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p>

	<p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>(b) a cashier's or certified cheque</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
<p><b>8. Inspections, tests and analyses</b></p>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p>

	<p>3.1 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
<b>9. Packing</b>	<p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the ontract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
<b>10. Delivery and documents</b>	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p> <p>10.3</p>
<b>11. Insurance</b>	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
<b>12. Transportation</b>	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
<b>13. Incidental services</b>	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</li> </ul> <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties</p>



	and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
<b>14. Spare parts</b>	<p>14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>(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</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(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.</p>
<b>15. Warrant</b>	<p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract</p>
<b>16. Payment</b>	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p>

	<p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
<b>17. Prices</b>	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in the purchaser's request for bid validity extension, as the case may be.
<b>18. Contract amendments</b>	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned
<b>19. Assignment</b>	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
<b>20. Subcontracts</b>	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
<b>21. Delays in the supplier's performan</b>	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause</p> <p>21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the</p>

	<p>goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
<b>22. Penalties</b>	<p>22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
<b>23. Termination for default</b>	<p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p>

	<p>(i) the name and address of the supplier and / or person restricted by the purchaser;  (ii) the date of commencement of the restriction (iii) the period of restriction; and  (iv) the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
<b>24. Anti-dumping and countervailing duties and rights</b>	<p>24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>
<b>25. Force Majeure</b>	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
<b>26. Termination for insolvency</b>	<p>26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
<b>27. Settlement of</b>	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract,</p>

<b>Disputes</b>	<p>the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
<b>28. Limitation of liability</b>	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(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</p> <p>(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.</p>
<b>29. Governing language</b>	<p>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.</p>
<b>30. Applicable law</b>	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
<b>31. Notices</b>	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice</p>

<b>32. Taxes and duties</b>	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
<b>33. National Industrial Participation (NIP) Programme</b>	<p>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.</p>
<b>34 Prohibition of Restrictive practices</b>	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>

