



Province of the
EASTERN CAPE
OFFICE OF THE PREMIER

TENDER DOCUMENT FOR

**APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO ENTER INTO A DATABASE
FOR SUPPLY AND DELIVERY OF GOODS AND SERVICES FOR YOUTH PROJECTS FOR
A PERIOD OF 36 MONTHS**

SCMU1-25/26-0002

NAME OF BIDDER:	
CSD NUMBER	
CLOSING DATE	29 JULY 2025
CLOSING TIME	11H00
VALIDITY PERIOD	90 DAYS

TENDER BOX

**INDEPENDENCE AVENUE, BHISHO
EASTERN CAPE OFFICE OF THE PREMIER
ECDC BUILDING**

PREPARED BY:

**SUPPLY CHAIN MANAGEMENT UNIT
EASTERN CAPE OFFICE OF THE PREMIER**

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BID NOTICE
BID NO: SCMU 1-25/26-0002

Bids are hereby invited for BID:

APPOINTMENT OF THE PANEL OF SERVICE PROVIDERS TO ENTER INTO A DATABASE FOR SUPPLY AND DELIVERY OF GOODS AND SERVICES FOR YOUTH PROJECTS FOR A PERIOD OF 36 MONTHS

AVAILABILITY OF DOCUMENT

Bid documents will be available on National Treasury's tender portal (<http://www.etenders.gov.za/content/advertised-tenders>) or from Eastern Cape Office of the Premier 's website (www.otp.ecprov.gov.za) under procurement as from 07 July 2025.

SUBMISSION OF DOCUMENTS

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description must be deposited in the bid box situated at Office of the Premier, Independence Avenue old ECDC Building, Ground Floor (Reception Area) not later than **11h00 on 29 July 2025** when bids will be opened in public.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT WILL BE APPLIED AND POINTS WILL BE AWARDED AS FOLLOWS:

Price	- 80 points
Specific goals	- 20 points

BID EVALUATION

The bid will be evaluated in two (02) phases as follows:

Phase 1: Pre-qualification Criteria (SCM Compliance Requirements)

Phase 2: Functionality evaluation criteria

(Phase 1): SCM Compliance Requirements	(Phase 2) : Functionality Evaluation Criteria
Bidders must submit all documents on under mandatory requirements. Only bidders that comply with ALL these criteria will proceed to Phase 2	Functionality will be based on the evaluation criteria noted in paragraph 9.2. To qualify for the panel, bidders must achieve a minimum score of 65 out of the 100 points in the functionality evaluation.

SUPPLY CHAIN MANAGEMENT ENQUIRIES

Name: Loyiso Manyela (Ms)

Email Address: loyiso.manyela@ecotp.gov.za

SPECIAL CONDITIONS OF BID:

1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Department" in these conditions shall mean the OFFICE OF THE PREMIER

2. EXTENT OF BID

This bid is for the:

APPOINTMENT OF THE PANEL OF SERVICE PROVIDERS TO ENTER INTO A DATABASE FOR SUPPLY AND DELIVERY OF GOODS AND SERVICES FOR YOUTH PROJECTS FOR A PERIOD OF 36 MONTHS

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Department will constitute a contract binding on both parties, and the Department may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract, should it be requested in the Term of Reference

4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole.

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Department prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.

It may be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to The Department for scrutiny.

Failure to do so within 21 (twenty-one) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

7. SIGNING OF DOCUMENTS

Bidders are required to return the complete set of documents duly signed.

In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this quotation will

bind all the directors/ members of the enterprise and will therefore render the quotation valid. In the event that a non- member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the quotation. In the case of a joint venture or consortium, at least one director/ member of each of the parties need to sign the joint venture or consortium agreement. Furthermore, in the case of a joint venture or consortium at least one director/ member of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of **90 (Ninety)** days from the closing date as stipulated in the Bid document.

9. PENALTY PROVISION

9.1 Should the successful Bidder:

- a) Withdraw the Bid during the afore-mentioned period of validity; or
- b) Advise the Department of his / her / their inability to fulfil the contract; or
- c) Fail or refuse to fulfil the contract; or
- d) Fail or refuse to sign the agreement or provide any surety if required to do so;

The Department may hold the bidder responsible for and the bidder is obligated to pay to the Department:

- a) All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.
- b) The difference between the original accepted Bid price (inclusive of escalation) and:
 - i. A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or
 - ii. A new Bid price (inclusive of escalation).

9.2 Should the successful Bidder fail to deliver; provisions of the General Conditions of Contract will apply.

9.3 Disputes between the Department and a bidder (if any) will be dealt with in the form of litigation.

9.4 The penalties will be as per the terms of reference.

10. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

12. AUTHORITY TO SIGN BID DOCUMENTS

- a) In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case

of a joint venture or consortium at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

- b) In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
- c) If a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.

13. DURATION OF THE BID

The qualifying bidders will remain on the OTP database for a period of thirty-six (36) months.

14. DELIVERY PERIODS

The lead time for delivery of goods and services must not exceed 30 working days after the placement of an official purchase order.

15. DISPUTES OR LIABILITIES

If disputes/ liabilities cannot be resolved by internal systems, the disputes will be settled by litigation. This paragraph replaces paragraph 29 in the General Conditions of Contract.

16. CLOSING DATE / SUBMITTING OF BIDS

16.1 Bids must be submitted in sealed envelopes clearly marked :

16.2 The completed bid documents must be deposited in the bid box, Office of the Premier Building, Ground Floor (Reception Area), Bhisho not later than **the 29 July 2025 at 11H00** when bids will be opened in public.



Province of the
EASTERN CAPE
OFFICE OF THE PREMIER

TERMS OF REFERENCE FOR

**APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO ENTER INTO A DATABASE
FOR SUPPLY AND DELIVERY OF GOODS AND SERVICES FOR YOUTH PROJECTS FOR
A PERIOD OF 36 MONTHS**

SCMU1-25/26-0002

1. INTRODUCTIN AND BACKGROUND

- 1.1. The Office of the Premier (OTP) is currently implementing projects aimed at supporting young people in the Eastern Cape. These initiatives provide both financial and non-financial support to youth-owned businesses in the province. The goal is to address the rising levels of youth unemployment and the associated social challenges facing the youth.
- 1.2. The National Youth Policy (2020-2030) outlines five key pillars of youth development, with Pillar Two focusing on “Economic Transformation, Entrepreneurship, and job creation.” This pillar emphasizes ensuring that youth are actively involved in the mainstream economy, particularly through entrepreneurial ventures that generate job opportunities. The OTP is guided by this policy framework in its efforts to empower youth in the province.
- 1.3. Emerging enterprises in the townships and rural areas often face a number of challenges, such as a lack of access to funds, lack of entrepreneurial skills development and inadequate infrastructure to sustain the business. A lack of support, red tape and structured interventions further hamper the development of emerging township entrepreneurs. This further widens the inequality gap between the townships’ economy and urban economy.
- 1.4. **The Objectives of the Programme are as follows:**
 - 1.4.1. To create a conducive environment for the youth through provision of financial and non-financial support services.
 - 1.4.2. To support the creation of youth owned enterprises that are active in sectors of the South African economy
 - 1.4.3. Provide funding support for the Eastern Cape young entrepreneurs through the various stages of business development from Pre-start-up, Start-up and early development, growth and expansion stages through Isiqalo Youth Fund
 - 1.4.4. Provide knowledge based information to the youth though training.
 - 1.4.5. The programmes target young people aged 18-35 years old, working in various targeted sectors in the Eastern Cape Province.

2. OBJECTIVE OF THE PANEL OF SERVICE PROVIDERS

- 2.1. The Office of the Premier seeks to establish a panel of suitable service providers and suppliers to source various goods and services on behalf of OTP, specifically in support of entrepreneurs who have received funding from the department, including Isiqalo Youth Fund recipients, Legacy Projects, and other youth financial and non financial support initiatives implemented by the department. This panel will be appointed through a transparent and efficient bidding process and will remain valid for a period of 36 months. The primary objective of this panel is to serve as a dedicated platform that will expedite the disbursement of government financial support to youth-owned businesses in the province.
- 2.2. In line with the provisions of the National Youth Policy and the National Youth Development Strategy, which set a target for government departments to allocate 30% of procurement spend to youth SMMEs, the Office of the Premier is expected to comply with this policy directive. As such:
 - 2.2.1. Eastern Cape youth-owned businesses will be prioritized to form part of this panel, demonstrating the department's clear commitment to empowering youth entrepreneurs.
 - 2.2.2. The appointed panel will be expected to prioritize Youth owned businesses to procure the goods and services required.
- 2.3. This initiative will foster economic growth and sustainable development within the province, reinforcing the department's commitment to creating a thriving ecosystem for youth- owned businesses in the region.

3. BID STRATEGY

- 3.1. After the establishment of the panel, specifications will be compiled as and when required subject to budget availability; and will be circulated to the panelists with requests for quotations. Each job brief will contain its own unique specification and associated evaluation criteria.
- 3.2. The panel is established at a provincial level, however, to improve Local Economic Development bidders in the districts where the project is located will be prioritised. In the event bidders residing in a particular district where the project is based are unable to meet the requirements of the RFQ, the OTP reserves the right to extend the RFQ to other bidders within the panel.
- 3.3. The address indicated on the CK document together with the preferred address on CSD will be utilized to determine locality.

4. AREAS OF DELIVERABLES WITH EXAMPLE OF GOODS / SERVICES

- 4.1. The service providers will be expected to provide goods or services, **which will include but not be limited** to the following areas:

Sector	Examples of items
Agro-industry	Tractors, grinders, seedlings, feed, animals, movable assets, machinery, equipment and structures.
Sustainable energy	Solar panels, software, machinery and equipment.
Ocean economy	Infrastructure, training, machinery and equipment.
Automotive manufacturing	Tyres, Machinery, franchises
Light manufacturing	Machinery, office equipment, containers and inputs
Tourism	Vehicles, office equipment, applications and software's.
Cultural industry	Uniforms,
Creative industry	Machinery, studio and production equipment
Hospitality	Uniforms, equipment, office equipment, marketing, and structure/site renovations.
Transport and logistics	Uniforms, vehicles and office equipment.
Information & Communications Technology	Machinery, laptops, software.
Innovation	Prototype development, mentorship
4IR/ Digital Era	Prototype development, equipment and machinery.

- 4.2. Emerging sectors may also be targeted for support from the IYF. These emerging sectors may include, but are not limited to the following:

Sector	Examples of items
Crafts	Stock, inputs, machinery and equipment.
Textiles	Stock, inputs, machinery and equipment.

Professional Services – lawyers, Accountants, Artisans.	Office equipment, machinery and equipment, movable assets.
Beauty and wellness	Stock, machinery and equipment, containers, point of sale.
Franchise	fast food and auto-motive.
Recycling and environment	Machinery and equipment, movable assets and office equipment
Construction	Personal protective equipment (PPEs), machinery and equipment, movable assets (plant), office equipment, and container.

NB: Some of the goods to be procured might require sector-specific accreditation. These will be requested at the time of request for quotations.

5. DELIVERY PERIODS

- 5.1. The lead time for delivery of goods and services must not exceed 30 working days after the placement of an official purchase order.
- 5.2. Failure to deliver on the expected dates (30 days) constitutes a breach of contract, unless compelling reasons are submitted within seven (7) working days from the date of issuance of the purchase order to OTP for consideration.
- 5.3. The Department reserves the right to proceed obtaining the required goods from other service providers in the panel in instance of non-compliance with delivery time frames.
- 5.4. The department reserves the right to procure outside the panel should it deem appropriate.

6. CONTRACT PERIOD

The qualifying bidders will remain on the OTP database for a period of thirty-six (36) months.

7. PANEL UTILIZATION GUIDELINES

- 7.1. The request for quotations will be sent to the panel irrespective of the quotation threshold value of the requirement.
- 7.2. In cases where the goods / services required exceed R1 000 000.00, the

department will evaluate the bids in line with the PPPFA and applicable regulations for approval by the Accounting Officer.

- 7.3. Allocation of work will be on a rotation basis and order of preference will consider bidders who scored the highest points on the functionality
- 7.4. Qualifying respondents will be given a minimum of three (03) to ten (10) days to respond to a request for a quotation depending on the nature of goods or services required.
- 7.5. Appointment of bidders to the panel does not constitute any contract and therefore there is no guarantee that bidders on the panel will be contracted specific work / assignments during the tenure of the panel.
- 7.6. Assignments will be structured as work packages that clearly define the scope of work, qualifying criteria, expected duration and expected deliverables, amongst others.
- 7.7. OTP reserves the right to allocate work packages to more than one service provider depending on the nature of the assignment.
- 7.8. The assignments to be executed in this panel will be project managed by the responsible Director Youth Entrepreneurship and Empowerment within the Office of the Premier.

8. SPECIFIC GOALS

- 8.1. All goods / services required to the value up to R1 000 000.00, the department will utilise the following specific goals.

Goals	Number of points
Who had no franchise in national elections before the 1983 and 1993 Constitution	3
Who is Women	5
Who has a disability (Attach disability assessment report from a medical professional or proof from South African Social security Agency (SASSA))	5
Who is youth	5
Enterprise located in Eastern Cape (Attach CK document and/or your preferred address on the Central Supplier Database (CSD))	2

8.2. All goods / services required exceed R1 000 000.00, the department will utilise the following specific goals

Goals	Number of points
Who is Women	5
Who has a disability	5
Who is youth	10

9. EVALUATION CRITERIA

Bids will be evaluated in two (2) phases as follows:

- Phase 1: SCM Compliance Requirements
- Phase 2: Functionality Criteria Evaluation

9.1 PHASE 1: SCM COMPLIANCE REQUIREMENTS

9.1.1 Submission of compulsory documents – prospective bidders must comply with the requirements and submit all required documents indicated hereunder with the bid documents at the closing date and time of bid.

Document that must be submitted	Explanatory information
1. Invitation to Bid – SBD 1	Complete and sign the supplied document
2. Tax Compliance Status	In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification as well SARS e- filling verification outcome will take precedence.
3. Declaration of Interest – SBD 4	Complete and sign the supplied document
4. Preference Point Claim Form – SBD 6.1	Complete and sign the supplied document

5. Registration on Central Supplier Database (CSD)	Service Provider must be registered on Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit CSD printout as proof of registration.
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9.2 PHASE 2: FUNCTIONALITY

- 9.2.1** Functionality will be based on the evaluation criteria noted in the table below. Each of the evaluation criteria in the table will carry a weighting as indicated.
- 9.2.2** The bidder must score a minimum of 65 out of the 100 points for Functionality in order to qualify for the panel.
- 9.2.3** The Department reserves a right to validate the submitted information as part of the evaluation process.

FUNCTIALITY EVALUATION CRITERIA

NO.	CRITERIA	TOTAL WEIGHT	EVIDENCE
1.	Company Experience and References: Bidders must demonstrate experience in supply and delivery of general goods and services as follows: a) Value of R1 000 000 and above = 50 points b) Value of R500 000 to R999 999 = 40 points c) Value of R300 000 to R499 999 = 30 points d) Value above R100 000 to R299 999 = 20 points e) Value of R100 000 = 10 points Note: The above values may be constituted by either one (1) or combination of multiple purchase orders/awards.	50	a) A purchase order / letter of award / contract, and not older than seven (7) years. b) Reference letter by the client organisation in the template provided as Annexure A. The reference letter must be signed and dated by one of the following personnel: Head of Supply Chain, or Project Leader. c) A reference letter with poor rating will not be considered (no points will be allocated).
2.	Locality: a) Residing within the Province = 20 points b) Residing outside the Eastern Cape Province = 5 points	20	a) A municipal account/ valid lease agreement/ municipal billing clearance. Note: The proof of residence submitted must match the address listed on your CK document and/or your preferred address on the Central Supplier Database (CSD)
3.	Financial Capacity Proof of financial capacity from an accredited Financial institution or registered credit provider indicating value below. ▪ R 1m and above = 30 points ▪ R500k – R 999k = 20 points ▪ R100k – R499k = 10 points ▪ Letter of intent with no indication of funds = 5 points	30	a) Provide a copy of valid bank rating document indicating bank code rating (A, B, C) and this copy must not be older than 30 calendar days prior to bid closing. OR b) Letter of intent from a registered credit provider. OR c) Overdraft facility from a registered financial institution.
TOTAL			100

10. COMMUNICATION

All communication or correspondence concerning this bid should be directed to Ms. Loyiso Manyela via email: Loyiso.manyela@ecotp.gov.za

11. SUBMISSION OF PROPOSALS

- 11.1 Bid documents must be placed in the bid box situated at ECOTP Main Building, Ground Floor at security, Independence Avenue, Bhisho **OR** couriered to the aforesaid address on or before the closing date and time. Service Providers who courier document must ensure that the document is placed in the bid box before the closing date and time.
- 11.2 Bid documents will only be considered if received by ECOTP before the closing date and time, regardless of the method used to send or deliver such documents to ECOTP.
- 11.3 Bids will be opened in public immediately after **closing time at 11:00** where the name of the bidder and the financial offer will be read out loud.

ANNEXURE A

CONFIRMATION OF REFERENCES TO EASTERN CAPE OFFICE OF THE PREMIER	
NAME OF BIDDING COMPANY	
CLIENT NAME	
BID NUMBER OF COMPLETED CONTRACT / PROJECT	
DESCRIPTION OF CONTRACT / PROJECT PREVIOUSLY COMPLETED	
VALUE OF WORK COMPLETED	
DURATION AND DATE COMPLETED	
The above-mentioned Bidding Company is in the process of submitting a bid for appointment of panel of service providers to enter into a database for supply and delivery of goods and services for youth projects for a period of 36 months: SCMU1-25/26-0002 to the Eastern Cape office of the Premier. As part of the evaluation process for this bid, Eastern Cape Office of the Premier requires your company to confirm goods/service supplied by the above Bidding Company as per below questionnaire.	
Were the goods / services supplied according to the required quality as per description / specification and were delivered on time?	Select applicable rating ☐ Satisfactory ☐ Poor Comment: _____
Kindly, indicate their overall performance on this project.	Select applicable rating ☐ Satisfactory ☐ Poor Comment: _____

Full Name of Authorised Signatory.....

Contact number..... Email address.....

Signature.....Date.....

This form must be completed by authorised persons (Head: Supply Chain Management or Project Leader) of the bidder's current or previous clients. The form must be fully completed, signed and stamped. Forms which are neither complete, nor signed nor stamped will not be considered for evaluation.

Company Stamp

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OFFICE OF THE PREMIER					
BID NUMBER:	SCMU1-25/26-0002	CLOSING DATE: 29 July 2025		CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO ENTER INTO A DATABASE FOR SUPPLY AND DELIVERY OF GOODS AND SERVICES FOR YOUTH PROJECTS FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
INDEPENDENCE AVENUE					
ECDC BUILDING					
EASTERN CAPE OFFICE OF THE PREMIER					
BHISHO					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MS. LOYISO MANYELA		CONTACT PERSON	MR. ALUNGILE GANUGANU	
TELEPHONE NUMBER	076 940 0232		TELEPHONE NUMBER	078 474 8795	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Loyiso.manyela@ecotp.gov.za		E-MAIL ADDRESS	Alungile.ganuganu@ecotp.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF THE BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

.....

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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.

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**

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 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.
- 1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:
- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who has a disability – **attach doctor’s letter confirming the disability**
 - Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	3		
II. Who is Women	5		
III. Who has a disability	5		
IV. Who is youth	5		
V. Enterprise located in Eastern Cape	2		

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:.....
.....

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 provider, 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 provider 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 the 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 provider 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 provider and not involving the provider’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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 that 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 provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.

4. Standards

- 4.1 The goods/services supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

- 5.1 The provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the success bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider'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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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 purchaser or an organization acting on behalf of the purchaser.
- 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 clause 8.2 & 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 provider.
- 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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental services

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
- (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 provider of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. Spare parts

- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- i. Such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
 - ii. in the event of termination of production of the spare parts:
 - a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - b) 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 provider 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 provider 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 provider, 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.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.
- 16.2 The provider 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.
- 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 provider.

16.4 payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Increase/decrease of quantities

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

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

22. Delays in the provider's performance

22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.

22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.

- 22.5 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 provider'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 provider.

23. Penalties

- 23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination For Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider 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; or
 - (b) if the provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping And Counter-Vailing Duties And Rights

- 25.1 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

26. Force Majeure

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination For Insolvency

- 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. Settlement Of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
- 28.2 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 provider 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.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation Of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
 - (b) the aggregate liability of the provider 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.

30. Governing Language

- 30.1 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.

31. Applicable Law

- 31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider 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.
- 32.2 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.

33. Taxes And Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer Of Contracts

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

COMPLIANCE CHECKLIST TO BE COMPLETED BY THE BIDDER AS PROOF OF SUBMISSION OF DOCUMENTS INDICATED BELOW.

NAME OF DEPARTMENT:.....

BID NUMBER:.....

BID DISCRIPTION:.....

Item no.	Item description	Checked by Bidder	Bidder to indicate yes or no where applicable	Bidders page numbers – if applicable
1.	SBD 1 (Part A) Invitation to bid			
2.	SBD 1 (Part B) Terms and Conditions of bidding			
3.	SBD 4 (Declaration of Interest			
4.	SBD 6.1. (Preference Point Claim Form)			
5	Proof of registration on central Supplier database (CSD). Copy of CSD to be attached.			
6.	Annexure A (Confirmation of References)			
7.	Purchase Orders / award letters / contracts for previous work undertaken			
8.	Proof of Locality			
9.	Proof of Financial Capacity			
10.	Terms of Reference			
11.	General Condition of Contract			