

MPUMALANGA PROVINCIAL GOVERNMENT



**DEPARTMENT OF CO- OPERATIVE GOVERNANCE
&TRADITIONAL AFFAIRS**

BID NUMBER: CGT/028/24/MP

**APPOINTMENT OF ONE OR MORE SERVICE
PROVIDERS FOR THE PROVISION OF EVENTS
CO-ORDINATION AND RELATED SERVICES TO
THE DEPARTMENT OF CO-OPERATIVE
GOVERNANCE AND TRADITIONAL AFFAIRS
FOR A PERIOD OF THREE YEARS**

ISSUED BY:

Department of Co- Operative Governance & Traditional affairs
Private Bag X11304
Mbombela
1200

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :.....
(Also in words):
.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS					
BID NUMBER:	CGT/028/24/MP	CLOSING DATE: 19 JULY 2024		CLOSING TIME:	12h00
DESCRIPTION	APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE PROVISION OF EVENTS CO-ORDINATION AND RELATED SERVICES TO THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS FOR A PERIOD OF THREE YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa, 0472.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr JS Mzobe		CONTACT PERSON	Mr.EE Sibiya	
TELEPHONE NUMBER	013 766 6245		TELEPHONE NUMBER	013 766 6969	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	JMzobe@mpg.gov.za		E-MAIL ADDRESS	esibiya@mpg.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 BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

TERMS OF REFERENCE FOR THE PROVISION OF EVENTS CO-ORDINATION AND
RELATED SERVICES TO THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND
TRADITIONAL AFFAIRS FOR A PERIOD OF THREE YEARS.

EVENTS CO-ORDINATION AND RELATED SERVICES

1. INTRODUCTION

The Department of Co-operative Governance and Traditional Affairs intends to appoint one or more credible Service Providers for the provision of events-co-ordination and related services for the period of three (03) years. These Service Providers may then be utilised on needs basis and will be evaluated based on their performance and rates offered for various items and services.

The Department requires high quality services and it is compulsory for all Service Providers to prove whether they can offer all services and in specific districts' areas and whether they have capacity, experience, staffing and relevant equipment to maintain the provision of such services for the stated period.

2. SERVICE REQUIREMENT

The Department may require various services amongst others in all Municipalities within Mpumalanga Province.

- 2.1. Event Management;**
- 2.2. Décor;**
- 2.3. Catering;**
- 2.4. Sound and stage;**
- 2.5. Equipment;**
- 2.6. Transportation;**
- 2.7. Direct provision or co-ordination and quality assurance of any of the above or related services;**
- 2.8. Negotiation or securing of any related item or service.**

3. BID REQUIREMENTS

The evaluation of bids will be evaluated on the following three stages:

3.1 Stage 1 - Compulsory bidding requirements

To be considered responsive, bidders must submit a valid offer along with the required compulsory documents before or on the closing date and time of bid. Failure to submit the following will invalidate the bid. It is emphasised that a duly completed and signed, original Bid document must be submitted to avoid disqualification:

- a) Proof of Company Registration.
- b) Proof of Registration on the Central Supplier Database (CSD).
- c) In case of a Joint Venture submission, a Joint Venture agreement and supporting documentation for each company forming part of the agreement.
- d) Signed Terms of reference with each page initialled.

- e) Company Profile with list of contactable reference (minimum of two references) (must include an organogram, a work plan for event management as well as contingency plan to handle big events and service within short notice).
- f) Proof of office capacity: evidence of current assets, staff and competencies to ensure quality of service offered. Attach the following lists:
 - Current assets (catering, décor, sound system and audio visual) availably owned. In case of service hire, attach a letter from a credible Service Provider.
 - Staffing (qualified Chef/s, technicians/sound engineers) and their CV's with qualifications from an accredited institutions.
- g) Proof of ownership of vehicles (registered under the name of the company or Director). In case of service hire, attach a letter from a credible Service Provider.
- h) Proof of financial capability (*attach bank rating code*).
- i) Completed and signed SBD1 form.
- j) Completed and signed SBD4 form – State officials as directors / shareholders / partners shall be disqualified if they fail to provide approval/s from their executing authorities authorizing them to undertake remunerative work outside their employments in the public service.
- k) Completed pricing schedule.
- l) Completed and signed SBD 6,1 form.
- m) The bid document should be duly completed **in black ink** and signed (each page initialled). Any use of tippex or similar products on the bid document will nullify the bid.

***NB. Any false information provided or misrepresentation will result in the bid being disqualified from further evaluation.**

3.2 Stage 2 - Functionality

The Department will be considering the below aspects in an effort to assess the suitability and functionality of the prospective bidders:

- ✓ the capacity, capability and appropriate staff
- ✓ cashflow or account arrangements in place to ensure economic, quality, fast, effective, customer-oriented services.

Bidders should attempt to prove their existing arrangements and experience by completing the below questionnaire as well as to attach the required documentation. The minimum requirement for functionality would be to achieve at least **70%**. Bidders failing to achieve this minimum score will be disqualified from further evaluation.

The following questionnaire can be considered as a general guideline to assist bidders to ensure that they have submitted all the necessary documents to support their offer (the below response areas **MUST** be completed:

SCORE SHEET IN RELATION TO THE PREVIOUS QUESTIONNAIRES

	CRITERIA	WEIGHTS	SCORE
1	Previous Experience and portfolio of evidence of similar work done, reference/track record. (Attach at least 02 of the following: appointment letters and / or purchase orders for events coordination and related services (200 people and above).	15	15
2	Office capacity, evidence of current assets, staff and competencies to ensure quality of service offered. - Asset inventory list of events management equipment (catering, décor. sound and audio visual).(15) (In case where there is no equipment, attach a letter from a credible Service Provider for hiring of equipment). (10) - Qualified staffing, the necessary staff must include CVs of qualified Chef/s, sound engineers, with qualifications from an accredited institution). (15) - Proof of ownership of vehicles (registered	15 15 10	40

	under the name of the company or Director). (10) - In case where there is no vehicle ownership attach a letter from a lessor. (08)		
3	- Company profile - Work plan (for events management) - Contingency plan (to deal with contingencies and emergencies).	05 15 15	 35
4	Financial capability Bank rating code (letter) A = 10 B = 8 C = 6 D = 4 E = 2 Non-compliance = 0	 10	 10
TOTAL:		100	100

3.3 Stage 3 - Price

The third stage of evaluation will be according to the lowest acceptable offer preference points claimed for Specific goals and price (refer also to **SBD 6.1**) and the Preferential Procurement Regulations (PPPFA), 2022 (80/20 preference point system).

80/20 preference point system is used for acquisition of goods or services with Rand value equal to or below **R50 million**.

9.2(1) The following formula will be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes;

$$P_s = 80 \left(1 - \frac{(P_t - P_{min})}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

A maximum of **20 points** will be awarded based on evidence provided to a tenderer for the specific goals as indicated below;

Specific Goals Points Allocation	Weighting	Supplier Score
PREFERENCES: HDI Ownership		
☐ Locality (per District)	09 points (attach proof of company physical address from relevant Local Municipality and/or from Tribal Authority)	
☐ Women	04 points	
☐ Disabled (PwD)	03 points	
☐ Youth	04 points	
Total Points	20 POINTS	

NB: The points scored for the specific goals will be added to the points scored for price and the total to be rounded off to the nearest two decimal places.

It should be noted that the Department will verify Locality through the address indicated on the Company Registration documents (**CIPC**). In case of lease agreement, a copy thereof should be attached.

District tendered for:

Service Providers must indicate the District tendered for:

A = Ehlanzeni -

B = Nkangala -

C = Gert Sibande –

NB: Each district must have its own bid document.

Guideline questionnaire to package for Capacity

i) Does the company have a company profile?

(must include an organogram for staffing, a work plan for event management as well as a contingency plan to handle big events and service within short notice).

ii) Proof of company experience.

List recent events organised and attach photographic evidence (portfolio of evidence) of the events, specifically on décor, catering and sound system (200 people and above)

iii) List of contactable reference

Attach a minimum of three references for similar work undertaken at least two (02) references. (Must be accompanied by Appointment letters, purchase orders and completion letters).

Credible references (minimum of two). Please attach evidence such as appointment letters, purchase orders and orders.

Name of institution	Contact person	Contact number	Estimated value of total service	Date of event

iv) Proof of office capacity, evidence of current assets, staff and competencies to ensure quality of service offered.

Attach a list of event management equipment (catering, décor, sound system and audio visual). (In case where there are no equipment, attach a letter from a credible Service Provider for hiring of equipment).

Attach a list of qualified staffing, the necessary staff must include CV's of qualified Chef/s, technicians/sound engineers, with qualifications from an accredited institutions).

Provide a list of physical addresses of office/s or branch/branches where especially food is prepared.

Confirm that a site visit may be conducted by the Department at any time.

v) Delivery vehicle/s

Provide a list of delivery vehicle/s (attach picture/s and license discs) registered under the name of the company or Director). In case of service hire, attach a letter from a credible Service Provider

vi) Proof financial capability

Attach a bank rating

3.3 Validity period of bid offer

The validity of this bid will be 90 days after the closing date, hence offers must remain valid for this period. Bidders must ensure that their Tax Status is **Compliant** throughout the bid validity period.

3.4 Pricing

- i) It should be noted that since the bid cannot be awarded on total exact quantity of items required at this time, hence a schedule of rates will be provided and bid offers will be evaluated and compared based on an estimated quantity to establish a total

value. The final award will be on rates per item/service. It is therefore critical that Service Providers complete the bid document according to the schedules provided.

- ii) Rates and percentages must be quoted accurately.
- iii) All costs must include VAT & delivery and labour costs.
- iv) Pricing should be indicated in South African Rand, all-inclusive and firm for the first year where after the expected increases for the second and third year must be stated.
- v) During the duration of the contract with the successful bidder/s, no increases shall be allowed, unless approved by the Department.
- vi) In the case where pricing cannot be offered as a firm price offer, the Bidder must indicate the relevant duties or taxes which may fluctuate and their impact on the stated pricing.
- vii) The final bid offers shall be based on finalized negotiated rates with appointed bidders

3.5 BID CONDITIONS

- i) The Department may opt to appoint more than one bidder.
- ii) The Department is not bound to accept any of the proposals submitted and reserve the right to call for best and final offers from short-listed bidders before final selection.
- iii) The Department reserves the right to call for presentations or interviews with short listed bidders before final selection and to perform a site inspection to verify capacity/health standards of premises for cooking.
- iv) The Department reserves the right to negotiate price with the preferred bidder/s;
- v) The lowest or any bidder will not necessary be accepted and the Department reserves the right to accept the whole or part of any bid.
- vi) The Department reserves the right to appoint more than one Service Provider.
- vii) A bid from any bidder or its directors/partners whose name appears on the National Treasury Database of restricted suppliers will not be considered.
- viii) Late and incomplete bids will not be considered.
- ix) Bids where rates are incomplete or omitted will be rejected.

4 COMPULSORY BRIEFING SESSION

- i) There will be a compulsory **BRIEFING session** per district (refer to the advert).
- ii) Any bidder who requires clarity may contact the relevant contacts as indicated below:
Specification: Ms. NJ Hlatshwayo (013) 766 6990 and Mr. TW Sibanyoni (013) 766 6345
Bid administration: Mr JS Mzobe 013 766 6245

5 GENERAL CONDITIONS OF CONTRACT

- i) This bid and all contracts emanating there from will be subject to the attached General Conditions of Contract issued by the National Treasury.
- ii) A Contract of Service shall be entered into with the successful bidder/s

6 **CONTRACT PERIOD**

The intended Contract period shall be for a period of three (3) years effective from the date of the appointment or as stipulated in the Contract of Service. Any extension will be negotiated between Parties and must be approved in writing by the Head: Co-operative Governance and Traditional Affairs

7 **SPECIAL CONDITIONS OF CONTRACT**

- i) The following Special Conditions of Contract, amongst others, are an extract of the final intended Contract and supplementary to the General Conditions of Contract mentioned above. However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.
- ii) Any misrepresentation of information provided in this bid may result in the cancellation of the Contract. It is a condition of this bid that the Tax matters of the Service Provider MUST remain for the awarded Service Provider/s for the duration of the Contract.
- iii) It will be a requirement, that for the duration of the Contract if awarded that the successful bidder must comply with the Departmental requirements; and
- iv) That the registration of the successful bidder on CSD must always be compliant.
- v) Final menus must be approved, and operations be checked by the Provincial Health Inspector and a compliance certificate of Hygiene must be issued prior to Departmental events.
- vi) For marquees and sound system(s) for outdoor events, an engineer's certificate must be issued by a qualified engineer prior to the event.
- vii) All costs for standard menus must include cutlery, tablecloths, labour for set up and clean up and food must be prepared *Halaal* as and when required;
- viii) Basic cutlery for both VIP and standard catering must be included.
- ix) Bids will be evaluated per District Municipality. In case a suitable Service Provider is not identified in a specific District Municipality, that bid will be considered **spoilt bid**.
- x) The Department reserves the right to appoint Service Provider/s on standardised negotiated rates.

xi) **Services and Orders**

- All required services shall be arranged by confirmation of the acceptance of a quotation by means of written confirmation by a delegated SCM official, after which a purchase order shall be generated.
- An email/fax and confirmed by an official purchase order based on the quotation received:
- No service shall be rendered without an official purchase order or confirmation in writing,

- In case of an emergency or after hours, services shall be rendered on confirmation from the designated official.
- No responsibility shall be taken for payment of services not confirmed in writing by the relevant designated official.
- Orders will be placed by the Head Office or the respective District office who will be responsible for the payment to contracted Service Providers for service rendered.
- All quotations must be detailed per item.
- No alcohol will be allowed for any event on the account of the Department.

xii) Payment of Invoices

- A Service Provider shall ensure the utilisation of the Department's invoice tracking system for payment of invoices.
- Prices/ Percentage charged by the contracted Service Providers for service rendered shall not vary with the approved prices / percentages.
- Where discounts were received such discounts should also be transferred to the Department on the final invoice.
- Payment shall be made within 30 days, after receipt of a valid invoice from the other applicable principal Service Provider, which are subject to the approval of acceptable services by the Department. No part payments shall be made to the Service Provider.
- A Service Provider should ensure that the official who received an invoice, certifies that the invoice was received on the said date by stamping the invoice with the receipt stamp (this ensures that the invoice is tracked and paid within the required time).
- Service Providers should avoid delivering invoices to any manager or official other than the Department's Expenditure Section, in a case where it is unavoidable, the Service Provider should follow up with that person to ensure that the invoice was submitted to the Department's Expenditure Section. This is to be always avoided as no assistance can be provided if the invoice is not received at expenditure.
- All invoices must be delivered to the Department's Expenditure Section in the original; and
- Invoices be recorded in the register that is provided for this purpose by the person delivering the invoice stating the date, name of Service Provider, invoice number, service rendered, or goods delivered and signature.
- Invoices must further have an order number or reference number (or copy of a confirmation letter when no order was issued);
- Service Providers should ensure validity of their invoices and supporting documentation, an invoice is considered valid only if it reflects the following:
- The full or shortened name of the Service Provider.

- The physical address and or postal address of the Service Provider and contact person.
- Contact information, telephone ~~fax~~ and cell number or email address.
- The tax number and VAT number, where VAT is charged (it is an offence for a supplier to charge VAT whilst not registered as a VAT vendor);
- A full description of goods/service in line with the official purchase order.
- The date of the invoice (Invoice date must not precede goods/service receipt date);
- The signature of the authorised Service Provider's representative.
- It should be noted that invoices for travel agencies MUST be accompanied by the invoice from the principal Service Providers and where quoted costs are less than actual costs the Department expects to also see the reduction on the final invoice.
- Any additional requirements arranged which are different from the initial order must be invoiced separate.
- The Service Provider shall immediately notify the Department of any changes in the banking details and shall submit a valid and updated tax clearance certificate to the Department.
- The Service Provider must, in order to ensure timeous payment by the Department, keep its tax matters compliant with relevant tax legislation and ensure that its registration with the Central Supplier Database remains valid;
- The Service Provider must disclose, at any stage after constitution of the Contract, whether they are sub-contracting all or any portion of the services, which sub-contracting will be subject to prior negotiation with and written approval by the Head: Co-operative Governance and Traditional Affairs, who will instruct the Service Provider on the procedure for such negotiation and the approvals required in the process. Any services, procured on sub-contracting basis, without the involvement of the Head: Co-operative Governance and Traditional Affairs, will not be reimbursed.

(xiii) NATURE OF RELATIONSHIP

- The nature of relationship between the Department and the Service Provider is that of an independent Service Provider and the employees of the Service Provider shall not be construed to be the employees, agents or representatives of the Department. The Service Provider further acknowledges that it shall be held liable for any damages caused to assets of the Department caused by its employees.
- The Service Provider further acknowledges that it shall take no instructions from any official of the Department other than the Department's representative from the Directorate Supply Chain Management and all queries, correspondence and

purchase orders on behalf of the Department will be handled by the Director: Supply Chain Management or her delegate.

(xiv) INDEMNITY

- The Service Provider indemnifies and holds the Department harmless against any claim resulting from damages to or loss of property or injury or death of any person occurring whilst providing the services and whether or not such damages, loss, injury or death should be the result of any act or omission on the part of the Service Provider, its employees, agents, or any other person.

(x) TERMINATION OF CONTRACT

- Notwithstanding any other provisions, either Party shall be entitled to immediately terminate this Contract in the event of:
 - The breach by the other Party of any material terms or conditions of this Contract and failing to remedy such breach within 7 (seven) days of receipt of a written notice delivered by hand or by courier service calling upon the Party in breach to remedy such breach within 7 (seven) days of receipt thereof.
 - The other Party being placed in liquidation, whether provisionally or finally or being placed under judicial management.
 - The other Party making itself guilty of any conduct, which conduct is prejudicial to the aggrieved Party's interests.

(xi) RELAXATION

No latitude extension of time or other indulgences which may be given or allowed by either Party to the other in respect of the Party's performance of any obligation hereunder or the enforcement of any right arising from this Contract and on single or partial exercise of any right by either Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of or otherwise affect any of that Party's rights in terms of or arising from this Contract or stop such party from enforcing, at any time without notice, strict and punctual compliance with each and every provision or term of this Contract.

8 PRICING SCHEDULES

As per the schedule attached

SUMMARY OF BID OFFER:

Year 1	R
Year 2	R
Year 3	R
TOTAL	R

DISTRICT BIDDED FOR IF ONE OR MORE DISTRICT IS BIDDED FOR:

Year 1	R
Increase after year 1 = %	
Year 2	R
Increase after year 2 = %	
Year 3	R
TOTAL OFFER	R

PART - Itemised schedule of services which may be required - events coordination services

(it should be noted that the below is merely used to ensure that most possible requirements are indicated per cost of item, the department does not commit to utilise all of the below, neither at the stated quantities (*) from the successful bidder)

Schedule 1(BoQ) - CGT/028/24/MP

Item / service actually provided by the bidder directly		rate charged per Item / person (All inclusive)	*per quantity	Total cost for year 1 (All inclusive)
		A1	B1	A1 x B1
VIP décor	Round table (seating 10)		1	
	Table cloth for round table		1	
	Decorative centre piece with fresh flowers		1	
	Overlay for round table		1	
	Chair (tiffany/wimbledon)		1	
	Table numbers		1	
	Trestle table for registration with table cloth		1	
	rectangular table for welcoming drinks with table cloth		1	
	round tables (variety of lengths) for welcoming drinks with table cloth		1	
	Carpert (floor runner) 1.5M X 20M (meters)		1	
	Draping of venue per square meter		1	
	pot plants (variety of lengths and pots covered / decorated)		1	
	stage and background décor		1	
ubtotal				
General / standard décor	Round table (seating 10)	0	1	
	Table cloth for round table		1	
	Decorative centre pieces		1	
	overlay for round table		1	
	chair (tiffany/wimbledon)		1	
	table numbers		1	
	plastic stackable chairs		1	
	trestle table for registration with table cloth		1	
ubtotal				
Beverages for VIP/Executive and general events	welcoming drinks (fruit juice or non-alcoholic punch)		1	
	honey (1KG)		1	
	soft drinks per person 330ml		1	
	100% Juice (300 ml)		1	
	Grape juice 750ml bottle		1	
	bottled, still water per person (500ml)		1	
	Coffee with sugar and milk (sachets)		1	
	Tea with sugar and milk (sachets)		1	
	English breakfast (bread, sausages, eggs, yogurt, 3 x cereals, tea, coffee and juice)		1	
VIP Breakfast				

		Muffins, variety of sandwiches, fresh fruit, tea, coffee and juice)		1	
3					
	Holding rooms catering	Tea, coffee, muffins, scones, water, juice and/or fruit platter		(per occasion with minimum 10 VVIP in the holding room)	
3	Standard Breakfast				
		Muffin platter (variety of muffins, scones or biscuit platter for a minimum of 10 people)		1	
		Sandwich platter (variety of sandwiches for a minimum of 10 people)		1	
		Fruit platter (Variety of fresh fruits for minimum of 10 people)		1	
		Coffee with sugar and milk (sachets)		1	
		Tea with sugar and milk (sachets)		1	
ubtotal					
	VIP Lunch / Dinner (per plate)				
		Starter (per plate)		1	
		MAIN COURSE PER PLATE			
		Starches: 3 types			
		Protein: 3 types			
		Vegetables: 2 types			
		2 types of salads		1	
		Dessert x 2 (any of the following or similar: black forest cake, trifle, cheese cake malva pudding with custard, apple crumble, ice cream with fruit)		1	
ubtotal per plate)					
	Traditional / African Cuisine (per plate)				
		TRADITIONAL CUISINE PER PLATE			
		Starches: 2 types			
		Protein: 3 types			
		Vegetables: 2 types		1	
		Traditional Dessert		1	
ubtotal					
	Standard Lunch / Dinner				
		STANDARD LUNCH PER PLATE			
		Starch: 2 types			
		Protein: 2 types			
		Vegetables: 1 type			
		Salads: 2 types		1	
ubtotal (per plate)					
1	Standard Dinner barbeque/braai or standard lunch menu				
		STANDARD DINNER/BARBEQUE/BRAAI PER PLATE			
		Starch: 2 types			
		Protein: 3 types of braai meat			
		Salads: 2 types			
		Gravy		1	
ubtotal (per plate)					
3	finger lunch				
		Platter with various meat options (eg ribs/sausages/ drumsticks) (to serve minimum of 10)		1	
		Sandwich platter (eg white and brown bread with variety of cheese, ham, tomato, chicken and mayonaise etc) to serve minimum of 10		1	

		Pastry Platter (various pastries to serve minimum of 10)		1	
		Fresh fruit platter (to serve a minimum 10)		1	
Subtotal (per platter)					
1	Prepacked lunches (per pack)	To be prepacked and contain:			
		1 fruit juice 300ml can			
		1 fruit			
		1 toasted sandwich (variety)			
		1 muffin			
		1 packet of potato chips (45g)			
		1 snackbar / chocolate bar			
		1 Protein eg (drumstick or wing or hake)			
		1 flavoured yoghurt 100ml			
		1 serviete and disposable teaspoon		1	
Subtotal (per pack)					
2	Additional extra items Cutlery and Crockery (VIP and events)	decorative underplate		1	
		chaffing dishes		1	
		Dessert bowls		1	
		Side plates		1	
		Cutlery (Forks, Knives, Spoons)		1	
		Glasses (with wider brim)		1	
		Glasses (with small brim)		1	
		Glasses (tumbler)		1	
		High ball glass		1	
		Napkins		1	
3	Additional extra Cutlery and Crockery (Standard)	chaffing dishes		1	
		Cutlery (Forks, Knives, Spoons)		1	
		High ball glass		1	
		side plate		1	
Subtotal					
4	audio-visual services (must include the provision of an unedited as well as edited final product)	Photography indoor (digital products only and no prints)		per day	
		Photography outdoors (digital products only and no prints)		per day	
		provision of 1 album with printed photographs per 100		per day	
		video recording per day indoor including recording, editing and producing of 2 soft copies of the event (background of the video must have the Departmental logo)		per day	
		video recording per day outdoors including recording, editing and producing of 2 soft copies (background of the video must have the Departmental logo)		per day	
		Sound system (Normal Public Address System) Indoor -Including mixer, speakers and 2 cordless microphone		per day	

		Sound System (Indoor) - Including mixer, speakers, cable and microphone stands with a minimum of 2 cordless Microphones and sound engineer		per day	
		Sound System (Outdoor) - Including mixer, speakers, cable and microphone stands with a minimum of 2 cordless Microphones and sound engineer		per day	
Subtotal					
15	Staffing for activities during the event	appointment, co-ordination, supervision of additional personnel indicate rate per person for 4 hour shift			
		waiters/waitrons		rate per hour for 1 waiter/s or waitron/s)	
		supervisors		rate per hour	
Subtotal					0
16	Ablution facilities	VIP toilets male and female with mirrors, airfreshener and hand towel and toilet paper		1	
		VIP toilets for people living with disabilities with mirrors, airfreshener and hand towel and toilet paper		1	
		Standard flushing toilets		1	
17	Airconditioning	Air conditioners (24000 btu)		1	
18	Generator	8000 kva		1	
19	crowd barriers	per meter		1	
Subtotal					
19	Delivery and transportation	estimated delivery costs per trip for all venues in the Gert Sibande District		quantity of trips to arrange all of the above	
		estimated delivery costs per trip for all venues in the Nkangala District		quantity of trips to arrange all of the above	
		estimated delivery costs per trip for all venues in the Ehlanzeni District		quantity of trips to arrange all of the above	
Subtotal					
TOTAL for schedule 1					

Schedule 2

Item / service which can be arranged / co-ordinated through subcontractors or outsourcing		*estimated quantity per year	*estimated value of actual service	Year 1 Mark-up fee / percentage
20	Sourcing, and management of interpreters (interpreter per day)		1	
Subtotal				
Item / service actually provided by the bidder directly		Markup fee	base cost	Total cost for year 1 (VAT Included)
21	Mark up fee per additional incident (percentage of actual cost of incident)		%	
Subtotal				
TOTAL for schedule 2				total for year 1
TOTAL (schedule 1 + schedule 2)				total for year 1
Related servicemarkup percentage			%	



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)											
Trading name (If applicable)											
ID/Passport no						Company/Close Corp. registered no					
Income Tax ref no						PAYE ref no	7				
VAT registration no	4					SDL ref no	L				
Customs code						UIF ref no	U				
Telephone no						Fax no					
E-mail address											
Physical address											
Postal address											

Particulars of representative (Public Officer/Trustee/Partner)

Surname											
First names											
ID/Passport no						Income Tax ref no					
Telephone no						Fax no					
E-mail address											
Physical address											

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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Audit

Are you currently aware of any Audit Investigation against you/the company?..... YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Name of representative/agent

Date

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Name of applicant/Public Officer

Date

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

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

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

SBD4

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or 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.

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.

SBD4

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

Position

Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
The applicable preference point system for this tender is the 80/20 preference point system.

1.2 Points for this tender shall be awarded for:

- (a) Price; and
- (b) Specific Goals (Women; Youth; Disabled people and Locality).

1.3 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

1.4 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.

1.5 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) “**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 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

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)
Woman		4 points		
Disabled people		3 points		
Youth		4 points		
Locality Mpumalanga province = District		9 points		
TOTAL POINTS		20 POINTS		

DECLARATION WITH REGARD TO COMPANY/FIRM

3.2. Name of company/firm.....

3.3. Company registration number:

3.4. 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]

3.5. 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 neces
 - (f) disqualify the person from the tendering process;

- (g) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (h) 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;
- (i) 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
- (j) forward the matter for criminal prosecution, if deemed necessary.

.....	
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

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.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

- 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.

Js General Conditions of Contract (revised July 2010)