sport, arts & culture
Department:
Sport, Arts and Culture
REPUBLIC OF SOUTH AFRICA
Inspiring a Nation of Winners

THE SOUTH AFRICAN STATE THEATRE
"A Theatre of Africa"

State Theatre - An Agency of the Department of Sport, Arts and Culture

INVITATION TO BID – ADVERTISEMENT

YOU ARE HEREBY INVITED TO BID FOR THE COMPANY SECRETARIAT SERVICES AT THE SOUTH AFRICAN STATE THEATRE

BID NUMBER:	**SAST/2025 COMPANY SECRETARIAT SERVICES**
DESCRIPTION:	THE APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER TO PERFORM COMPANY SECRETARIAT SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT THE SOUTH AFRICAN STATE THEATRE.
PUBLISH DATE:	28 January 2025
BID VALIDITY PERIOD:	120 Days after the closing date
CLOSING DATE & TIME:	20 February 2025 @ 11:00am
DELIVERY ADDRESS:	BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT: 320 Pretorius Street PRETORIA (At the reception, Stage Door Entrance)
ENQUIRIES:	Ms. Zintombi Ngema Email: scm@statetheatre.co.za Tel: 012 392 4000
NB: Bidders must ensure that they sign the register at the reception when delivering their bids. Bids will be evaluated in accordance with the Preferential Procurement Regulations 2022 as stated in the Preferential Procurement Policy Framework Act (Act No. 5 of 2000). This bid is subject to the Preferential Procurement Policy Framework Act. The 80/20-point system will be applied in evaluating proposals that qualify for further consideration, where price constitutes 80 points, and 20 points will be awarded based on specific goals.	

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1. BACKGROUND

THE RENAISSANCE THEATRE, trading as THE SOUTH AFRICAN STATE THEATRE, a cultural institution in terms of the provisions of section 3(1) of the Cultural Institutions Act, 1998, also a Schedule 3A Public entity under the Public Finance Management Act, 1999 (the "SAST"), is a public entity tasked with the development, promotion and mainstreaming of Arts, Culture and Heritage programmes to contribute to the economic development of the sector and to foster social cohesion in Tshwane, greater Gauteng and all the citizens of our Society.

2. OBJECTIVE

The objective of this bid is to appoint a suitably qualified and competent service provider with a proven track record and experience to provide Company Secretariat services to SAST for a 36-month period.

3. SCOPE OF WORK

The service provider shall inter-alia perform the following functions:

3.1. Technical Requirements

- Provide company Secretariat Services to the Council (board), and all its Subcommittees, of the South African State Theatre.
- This includes, inter alia, for Council and its Subcommittees:
  - Attendance of all meetings, ad-hoc meetings and workshops (virtually, majority of meetings are virtual, with only the Annual Council Workshop and related meeting being in-person),
  - Preparing the chairperson's draft report,
  - Schedule and coordinate attendance for all meetings to ensure quorum is met and confirmed, prior to the meeting,
- Compiling and circulating the draft agenda, previous meeting minutes and matters arising in preparation for the meeting.
- Collate, index and paginate the meeting document pack, including following-up on outstanding information to ensure completeness.
- Distribute the document pack seven days before the meeting, electronically and/or in hardcopy (Where required SAST will provide printing and binding equipment and material.).
- Compile each Council members claim forms for travel and preparation time which must be available at the start of each meeting.
- Compile the meeting administrative documents which must include the meeting attendance register and declaration of interest forms.
- Compiling meeting minutes and matters arising, which must be circulated within two weeks of the meeting, and any amendments thereto as required.

- Compile and format Council and subcommittee resolutions and maintain the resolutions register,
- Ensure all meeting minutes and resolutions are duly signed.
- Safekeeping of all meeting administrative documents and recordings, including the master copy of the document pack, minute books and visual and audio recordings of all meetings.
- Provide in-meeting assistance to the Council, its Subcommittees and the CEO in respect of general corporate governance practices and procedures, including King IV, and to ensure that meetings are arranged and conducted in a professional manner.
- Provide support to Council, its Subcommittees and the CEO, including the audit and risk committee, in respect of legislative requirements and duties.
- Provide CEO with Council and Subcommittee information and documents as required for compiling organisational reports.
- Provide CEO, Council and sub-committees with out of meetings administrative support.
- Draft annual workplans for Council and the Subcommittees aligned to their duties and responsibilities in order to meet reporting deadlines.
- Keep all Council documents and recordings secure to ensure confidentiality.
- Conduct, using own tools as agreed with the SAST, an annual Council assessment, including an assessment of all Subcommittees of the Council.
- Prepare an evaluation form for the evaluation of the Company Secretariat Service, to be conducted by the Council annually.
- Location of physical meetings,
    - 320 Pretorius Street Pretoria CBD,
    - Alternatively, in the Silverton area, or
    - Other location within greater Gauteng.
- Virtual meetings to be conducted using,
    - Microsoft Teams.
- Subcommittees of Council:
    - Audit and Risk Committee,
    - Institutional Development Committee,
    - Human Resources and Remuneration Committee,
    - Finance Committee,
    - Social and Ethics Committee,
    - Information and Communication Technology Strategic Committee, and
    - any other committee that may be established by Council.
- Reporting lines:
    - Chairperson of Council and Chairperson of subcommittees.
    - CEO (administrative matters).

NB: A detailed operational plan must be included in the Service Level Agreement with the successful bidder.

4. 2025/2026 Draft Meeting schedule

DATE	MONTH	TIME	HOURS	COUNCIL/COMMITTEE
15	Apr-25	09:00 – 13:00	4	ICTSC
24	Apr-25	09:00 – 13:00	4	Finance Committee
29	Apr-25	09:00 – 15:00	6	ARC
6	May-25	09h00 - 13h00	4	HRRC
8	May-25	09h00 – 13h00	4	IDC
13	May-25	09:00 – 13:00	4	Social and Ethics Committee
15	May-25	09h00 – 16h00	7	ARC/FINCOM (joint)
22	May-25	09h00 – 16h00	7	ARC
30	May-25	09h00 – 15h00	6	Council
9	Jul-25	09:00 – 13:00	4	ICTSC
15	Jul-25	09:00 – 14:00	5	HRRC
17	Jul-25	09:00 – 13:00	4	Social and Ethics Committee
22	Jul-25	09:00 – 13:00	4	Finance Committee
29	Jul-25	09h00 – 16h00	7	ARC
5	Aug-25	09h00 – 16h00	7	Council
14	Aug-25	09:00 – 14:00	5	IDC
16	Oct-25	09:00 – 13:00	4	ICTSC
23	Oct-25	09:00 – 13:00	4	Finance Committee
30	Oct-25	09h00 – 16h00	7	ARC
11	Nov-25	09h00 – 13h00	4	HRRC
13	Nov-25	09h00 – 13h00	4	IDC
20	Nov-25	09:00 – 13:00	4	Social and Ethics Committee
26	Nov-25	09:00 – 17:00	8	Council Strategic Planning (APP) Workshop
27	Nov-25	09:00 – 14:00	5	Council Meeting
20	Jan-26	09:00 – 13:00	4	ICTSC
22	Jan-26	09:00 – 13:00	4	Finance Committee
29	Jan-26	09h00 – 16h00	7	ARC
10	Feb-26	09h00 – 13h00	4	HRRC
12	Feb-26	09h00 – 13h00	4	IDC
17	Feb-26	09:00 – 13:00	4	Social and Ethics Committee
26	Feb-26	09h00 – 16h00	7	Council
		TOTAL HOURS	**156**	Year One
			160	Rounding
Number of hours to be agreed on approved meeting schedule, before SLA is concluded.			40	Provision for Over-runs and Special Meetings
Total Hours for Quote Purposes			**200**	**A) In-meeting attendance (Senior Company Secretariat Consultant)**
Total Hours for Quote Purposes			**200**	**B) Meeting admin (Company Secretariat Consultant)**

Council Committee Abbreviations

ARC	Audit and Risk Committee
FINCOM	Finance Committee
HRRC	Human Resources and Remuneration Committee
ICTSC	Information and Communication Technology Strategic Committee
IDC	Institutional Development Committee
SEC	Social and Ethics Committee

5. EVALUATION CRITERIA

SAST needs to be satisfied, in all respects, that the service provider selected has the necessary resources, qualifications and abilities to deliver the required Service. All submissions will be regarded in a fair manner in terms of evaluation criteria and process. The evaluation will be in accordance with SAST SCM Policy, the SAST Preferential Procurement Policy, and the Preferential Procurement Regulations 2022 issued in terms of the Preferential Procurement Policy Framework Act (Act No. 5 of 2000), whereby the 80/20 preference point system will be applied to evaluate the received proposals. A total of **80 points** will be allocated on **Price** and **20 points** on **Specific Goals**, using SBD 6.1 to claim the points.

The evaluation will be conducted in the following Three phases:

5.1. Phase 1: Administrative Compliance

This Phase will be conducted to confirm compliance and completeness of documents, e.g. completed standard bidding documents as per the tender document and other documentation that might have been required for the tender. The administrative documents are found in the list of returnable documents.

	Administrative Compliance	**Yes**	**No**
5.1.1	Company Registration Documents		
5.1.2	Letter of Good Standing from the Department of Employment and Labour (COIDA)		
5.1.3	If joint venture, please submit the Letter of Good Standing from the Department of Employment and Labour (COIDA) for each member of the joint venture		
5.1.4	Bidders CSD (Central Supplier Database) Report		
5.1.5	Joint Venture Agreement, if applicable		
5.1.6	Valid B-BBEE Certificate (issued by a SANAS accredited entity) or duly completed and commissioned B-BBEE Affidavit (SMEs and QSEs)		
5.1.7	Certified copies of ID’s of all directors/members.		
5.1.8	Share Certificate of all shareholders		
5.1.9	General conditions of contract **[fully signed on the last page and initial on each page]**		
5.1.10	The following SBD Forms fully completed and signed: • SBD 1 • SBD 3.3 • SBD 4 • SBD 6.1		

5.1.11	Tax Pin issued by SARS If Joint venture, tax Pin for each member		

Please Note: Bidders won't be disqualified for not submitting the required documents during the evaluation and adjudication process, however, if recommended for the award, the bidder will be given an opportunity to submit prior to finalization of the award of the contract. Failure to submit the required documentation within the time allocated by SAST may result in disqualification.

5.2 Phase 2: Mandatory Evaluation

5.2.1 Mandatory Compliance

To be completed by the Bidder

Note: If non-compliant to the requirements below the bid will be automatically eliminated and not evaluated further

	Mandatory Compliance	**YES**	**NO**
1	Registered with the Chartered Governance Institute of Southern Africa. • Submit proof of registration with the Chartered Governance Institute of Southern Africa.		
2	Admitted attorney, registered with the Law Society of South Africa. • Submit a letter from a relevant Law society confirming good standing and a Certified copy of the Fidelity Fund Certificate.		

5.3 Phase 3: Functionality Evaluation

The minimum qualifying score for functionality is **80 points**. All bids that fail to achieve the minimum qualifying score on functionality shall not be considered for further evaluation of price and specific goals.

6. FUNCTIONALITY EVALUATION CRITERIA

All proposals will be evaluated on the following criteria indicated below:

No.	FUNCTIONALITY	CRITERIA (Points allocation Guide)	POINTS ALLOCATION	WEIGHT (Maximum points)
1	**Company Experience**			
	Bidders must demonstrate relevant experience in providing similar work performed in the public sector.	Bidders must submit contactable Customer reference letters of similar contracts executed within the past two years.		**30**
		Each contactable reference letter must be on the Customers letterhead, signed, and must include:	7 and more Contactable Reference Letters = 30 points	
		• Name of the organisation. (bidders full company name)	4 to 6 Contactable Reference Letters = 20 points	
		• Contact person details. (reference details: full name, designation, contact number, email address and signed)	3 Contactable Reference Letters = 10 points	
		• Contract amount (Include award letter if contract amount is not on the reference letter).	0 Contactable Reference Letters = 0 points	
		• Scope of Work performed. • Contract dates (start/finish).		
		SAST reserves the right to verify the validity of the Customer reference letters.		
2	**Qualifications and Experience of the Project Team**			
	Bidders must demonstrate that the Company Secretariat team possesses the relevant skills, experience and qualifications in implementing similar contracts in the public sector.	Submit CV's with contactable references demonstrating experience in public sector and certified copies of qualifications and professional memberships for the project team.		**25**
		Director / Partner:	10 points	
		• Admitted attorney, registered with the Chartered Governance Institute of Southern Africa. • Must have at least eight (8) years post admission experience or more.		
		Senior Company Secretariat Consultant:	10 points	
		• Registered with the Chartered Governance Institute of Southern Africa. • Must have at least five (5) years company secretariat experience or more.		
		Company Secretariat Consultant:	5 points	
		• Completed relevant degree or diploma. • Must have at least one (1) year company secretariat experience or more.		
		SAST reserves the right to verify the validity of the CV references, qualifications, and professional memberships.		
3	**Implementation Plan**			
	Bidders must demonstrate an understanding of the Scope of Work. (Refer Section 3.1)	Bidders must submit an **Implementation Plan** describing the provision of the required services which must include an approach and methodology that addresses the following key aspects:		**45**
		• Expert knowledge in roles and responsibilities of Boards and Committees.	20 points	
		• Understanding of meeting protocols and management.	20 points	

		• Knowledge of legislation regulating the SAST, the Companies Act, and the King report on corporate governance.	5 points	
		The adequacy of the response for each aspect of the **Implementation Plan** will be evaluated in terms of the below criteria:		
		Technical approach and methodology	**Score**	
		The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.	Poor (Score 0)	
		The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk as described in the Scope of Work is specifically tailored to the critical characteristics of the project.	Adequate (Allocate points accordingly)	
TOTAL POINTS				**100**

Please Note:

The minimum qualifying score for functionality is **80 points**. All bids that fail to achieve the minimum qualifying score on functionality **shall not** be considered for further evaluation of **Price and specific goals**.

In the last stage, bids will be evaluated on the **Price and Specific Goals** scored on those bids that meet the minimum threshold for functionality. In accordance with the Preferential Procurement Regulations 2022 pertaining to the Preferential Procurement Policy Framework Act (Act No. 5 of 2000), the 80/20-point system will be applied in evaluating proposals that qualify for further consideration, where price constitutes 80 points, and 20 points will be awarded based on specific goals.

7. PRICE AND SPECIFIC GOALS

7.1 The Price quotation must be valid for a minimum of **hundred and twenty (120) days** after closing date.

All bids that meet the mandatory and functionality requirements will be evaluated further on the Price and Specific Goals, as follows:

CRITERIA		**POINTS**
Price		80
Specific goals Specific goals criteria:		20
Criteria	**Points**	
Exempted Micro Enterprise/ Qualifying Small Enterprise	4	
Min 25 % Black Ownership	4	
Min 100% Female Ownership	4	
Min 100% Black Youth Ownership	4	
Min 25% of People Living with Disabilities ownership	4	
TOTAL		**100 points**

7.2. PRICING SCHEDULE

The following quote requirements must be included in the proposals (please also complete SBD 3.3).

- A detailed breakdown by activity type and seniority level of the company secretariat indicating the hourly fee rate for each person, must be included as part of the quotation
- A table of disbursement rates must be included as part of the quotation.
- All prices must be inclusive of VAT.
- The cost quoted excludes costs that relate to disbursements.
- Compliance, however, is required to follow National Treasury Guidelines that are also applicable to service providers of public entities.
- Quoted prices to be valid for hundred and twenty (120) days and no variation to the accepted quote will be allowed unless the service provider has obtained prior written approval from SAST.
- The following Pricing Schedule must be used to quote.

7.3 PRICING SCHEDULE

a) Fees Pricing Table

All amounts to be VAT inclusive

Year		**TIME (Hrs)**	**Company Secretariat Consultant**	**Senior Company Secretariat Consultant**
Year 1 / Hours	2025/26	400	200	200
	Hourly Rate	-		
	Total Cost	***R -***	***R -***	***R -***
Year 2 / Hours	2026/27	400	200	200
	Hourly Rate	-		
	Total Cost	***R -***	***R -***	***R -***
	% Escalation Year 2	***-***		
Year 3 / Hours	2027/28	400	200	200
	Hourly Rate	-		
	Total Cost	***R -***	***R -***	***R -***
	% Escalation Year 3	***-***		
Hours	**TOTAL**	**1200**	**600**	**600**
FEES	**TOTAL**	**R -**	**R -**	**R -**

b) Disbursements Table (to consider majority of meetings are virtual)

All amounts to be VAT inclusive

Expense	**Year 1**	**Year 2**	**Year 3**	**Total**
				R -
				R -
				R -
				R -
				R -
				R -
				R -
				R -
TOTAL DISBURSEMENTS	**R -**	**R -**	**R -**	**R -**

TOTAL QUOTE

All amounts to be VAT inclusive

Service:	**Year 1**	**Year 2**	**Year 3**	**Total**
a) Fees Pricing Table	R -	R -	R -	**R -**
b) Disbursements Table	R -	R -	R -	**R -**
TOTAL QUOTE	**R -**	**R -**	**R -**	**R -**

Number of hours to be agreed on approved meeting schedule, before SLA is concluded.

Bidder (Company Name): ______________________

Authorised Representative (Full Name & Surname): ______________________

Authorised Representative Designation: ______________________

Signature of Authorised Representative: ______________________

Date: ______________________

8. INSTRUCTIONS TO BIDDERS

8.1 General

Bidders must familiarize themselves with and comply with the mandatory requirements and ensure their availability for site visits and presentations, as required, on appropriate dates.

8.2 Bidder Information

The required information of the bidder must be completed as stipulated in **the bidders' information as per Section 13.** The successful bidder shall demonstrate to SAST that adequate pre-employment screening, including security screening, was performed on the employees/sub-contractors (company secretariat team):

The pre-employment screening shall as a minimum be:

- Authenticate that staff are who they claim to be
- Confirm that staff have a right to work in the RSA;
- Obtain written declaration from the staff of any criminal record; and
- Confirm that staff possesses the relevant qualifications to undertake the duties effectively and safely.

The successful bidder shall deploy competent staff, supervision, and labour who are appropriately experienced and trained for the work they are to undertake. SAST and its representatives may seek formal assurance to this effect (including a formal audit) at any time during the contract period.

9. Consortium

Bidders forming part of a Consortium must submit their bid with certified copy of their Consortium agreement in a separate attachment.
This must indicate:

- The form of agreement;
- The respective roles and responsibilities of the members;
- The identity of the lead company which will have overall responsibility;

- The name and address of the officer acting as a single point of contact for communication between SAST and the members. He shall be fully empowered to act on behalf of all members; and
- The members agree to be jointly and severally liable to SAST for the performance of the contract.

10.SAST Bidding rights.

SAST reserves the right to:

- To extend the closing date;
- Verify any information submitted in the bid;
- Request documentary proof regarding any bidding issue;
- Give preference to locally manufactured goods or locally sourced services;
- Issue follow-up or supplementary questions during the response period or after receipt of tenders;
- Make known to all bidders any questions submitted by a bidder including commercial and technical clarifications, together with answers given to any individual bidder, if it is considered to be relevant to the tender;
- Cancel or withdraw this request for tender as a whole or in part.
- Award this bid in whole or in part, to one or more bidders, at the sole discretion of the SAST.

10.SAST Bid Evaluation Committer (BEC) will evaluate bids based on SAST processes. Bidders may be required to submit and/or participate in one or more of the following:

- Interviews with, or written explanation references from nominated references;
- Reference site visits to the location(s) of nominated reference;
- Interviews with bidder personnel who would be involved in the contract execution (day- to-day operations of the site);
- Negotiations with the bidders.
- Appoint one bidder or more than one bidder where necessary

11.Bidding process

Bidders must familiarize themselves with and comply with the procurement timetable and ensure their availability for the site visit and presentations, as required, on the appropriate dates.

- Bidders are required to:
    - Respond in the English language;
    - Include a cover letter, signed by an authorised representative on the bidder's company letterhead with clear reference to the bid of interest which must accompany both the technical and pricing proposals.
- **All copies of the tender response must be initialed on each page.**
- Ensure that all document attachments are marked and bound in a clear, logical, and well-marked format with a table of contents ensuring ease of finding individual documents or sections; and
- The original document must be signed in black ink by an authorised person, agent, or representative and every page of the bidding documents shall contain the initials of the same signatory.
- All costing and information must be typed and signed by the bidder; no handwritten costing/pricing will be accepted.
- The bidder must submit a letter of authority for the authorised signatory duly appointing him/her to compile and submit the bid.

12. Bid submission requirements.

The closing date for submission of tenders: 20 February 2025 @ 11:00 am.
Bidders must submit their responses and all supporting documents in properly labeled and sealed envelopes.

Bidders are to submit one (1) printed, bound pack of the original proposal, marked "ORIGINAL". Financial or pricing details must ONLY be included in the pack marked "ORIGINAL". A USB containing all bid documents, PDF Format, must be included in the original pack
Bids must be submitted in sealed envelopes clearly labeled to reflect the **bid number** and description, submission date, and closing time. Bids must be bound, indexed, and set out in a tabulated format. Unbound or loose papers will be rejected. Bidders must also submit a ***USB which is (compulsory in PDF Format) with the original document.***

NB: Failure to submit 1 original pack with financial/pricing details and USB (compulsory) PDF format, will result in your bid being disqualified.

Tenders must be submitted in the tender box located at **The South African State Theatre 320 Pretorius Street, (At reception, STAGE DOOR ENTRANCE) Pretoria, during office hours (08:00 – 16:30).**

Bidders must ensure that they sign the register at reception when delivering their bids.

Tender Number: **SAST/2025 COMPANY SECRETARIAT SERVICES**

NB. All documents including USB must be compiled, packaged, and clearly labeled as required.

Note: E-mailed and faxed submissions will not be accepted. Late submissions will not be accepted.

Bidders may direct technical and bidding procedure inquiries to the email address below. All responses will be communicated via this tender's advertisement webpage on The South African State Theatre website at: www.statetheatre.co.za. For more information on the Supply Chain Management requirements contact: scm@statetheatre.co.za

SAST will not respond to any questions or requests for clarification if received after **07 February 2025**. All questions submitted by prospective bidders and responses to these questions by SAST will be forwarded/shared on the SAST website by **10 February 2025**.

It is the responsibility of each prospective bidder to arrive early to submit a bid to avoid late submission which will not be accepted as a reason for late arrival or late submission.

17. RETURNABLE DOCUMENTS CHECKLIST

Please indicate if mandatory/administrative documents are submitted in the bid responses by ticking the boxes in the checklist below. Submissions received without all required and fully signed documents may be considered invalid, as outlined under their respective requirements. Please also indicate where additional documents have been submitted in addition to the main tender response.

Where certified documents are required, the document must have been certified within three months of the submission date.

CHECKLIST	Tick Yes/NO	
	YES	NO
Tax Pin issued by SARS		
Company Registration Documents		
If Joint venture, tax Pin for each member		
Letter of Good Standing from the Department of Employment and Labour (COIDA)		
If joint venture, please submit the Letter of Good Standing from the Department of Employment and Labour (COIDA) for each member of the joint venture		
Bidders CSD (Central Supplier Database) Report		
Joint Venture Agreement, if applicable		
Valid B-BBEE Certificate (issued by a SANAS accredited entity) or duly completed and commissioned B-BBEE Affidavit (SMEs and QSEs)		
Certified copies of ID's of all directors/members.		
Share Certificate of all shareholders		
General conditions of contract [fully signed on the last page and initial on each page]		
The following SBD Forms fully completed and signed: • SBD 1		
• SBD 3.3		
• SBD 4		
• SBD 6.1		

Proof of registration with the Chartered Governance Institute of Southern Africa.		
Admitted attorney, registered with the Law Society of South Africa.		
Letter from relevant Law society confirming good standing and a Certified copy of the Fidelity Fund Certificate.		

13. BIDDERS DETAILS

The following particulars must be furnished.

Indicate the type of Bidding structure by marking with an **'X'**:	
Individual bidder	
Joint venture	
Consortium	
Other	
If individual bidder indicates the following:	
Name of bidder	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	
If Joint Venture or Consortium, indicate the following: (*To be completed for each JV/ Consortium member*)	
Name of Joint Venture/ Consortium member	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

SBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	SAST/2025/ COMPANY SECRETARIAT	CLOSING DATE:	20 February 2025	CLOSING TIME:	11:00AM
DESCRIPTION	THE APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER TO PERFORM COMPANY SECRETARIAT SERVICES FOR PERIOD OF THIRTY-SIX (36) MONTHS AT THE SOUTH AFRICAN STATE THEATRE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT: 320 Pretorius Street, Pretoria (At reception, Stage Door Entrance).					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**MS. ZINTOMBI NGEMA**	CONTACT PERSON	**MR SHIRAZ AHMED**
TELEPHONE NUMBER	**012 392 4000**	TELEPHONE NUMBER	**012 392 4000**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**scm@statetheatre.co.za**	E-MAIL ADDRESS	**shiraz@statetheatre.co.za**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	

<table>
<tr><td>E-MAIL ADDRESS</td><td colspan="5"></td></tr>
<tr><td>VATREGISTRATION NUMBER</td><td colspan="5"></td></tr>
<tr><td>SUPPLIER COMPLIANCE STATUS</td><td>TAX COMPLIANCE SYSTEM PIN:</td><td></td><td>OR</td><td>CENTRAL SUPPLIER DATABASE No:</td><td>MAAA</td></tr>
<tr><td>ARE YOUTHE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THEGOODS /SERVIE S OFFER?</td><td colspan="2">☐Yes ☐
No
[IF YES ENCLOSE PROOF]</td><td colspan="2">ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</td><td>☐Yes ☐No
[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</td></tr>
<tr><td colspan="6">QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</td></tr>
<tr><td colspan="6">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.</td></tr>
</table>

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: ……………………………

SBD 3.3

PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER: ……………………………………………………………………………………………BID NO.: …………………………………….

CLOSING TIME 11:00 CLOSING DATE…………………………...

OFFER TO BE VALID FOR 120...........DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R…………………………………………………………………...

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

PERSON AND POSITION	HOURLY RATE	DAILY RATE
---	R..............................	....
---	R..............................	....
---	R..............................	....
---	R..............................	....
---	R..............................	....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

---	R..............................	..........................- days
---	R..............................	..........................- days
---	R..............................	..........................- days
---	R..............................	..........................- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
---	………………	……………..	R………………..
---	………………	……………..	R………………..
---	………………	……………..	R………………..
---	………………	……………..	R………………..

TOTAL: R…………………………………………………

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
--	………………	……………..	R………………..
--	………………	……………..	R………………..
--	………………	……………..	R………………..
--	………………	……………..	R………………..

TOTAL: R………………………………………………

1. Period required for commencement with project after acceptance of bid ………………………………………………………………
2. Estimated man-days for completion of project ………………………………………………………………
3. Are the rates quoted firm for the full period of contract? *YES/NO
4. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ………………………………………………………………

………………………………………………………………

………………………………………………………………

………………………………………………………………

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offer 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 is 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 proprietors/directors/trustees/shareholders/members/ partners or any person having a controlling interest in the enterprise, in the table below.

Full Name	Identity Number	Name of the 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?

[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.

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 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, or 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, before the date and time of the official bid opening or of the awarding of the contract.

[2] A joint venture or Consortium means an association of persons to combine their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract.

3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution concerning this procurement process before 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, suspicious bids 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 bidde

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

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1. GENERAL CONDITIONS

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

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

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$\boldsymbol{Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)} \quad \text{or} \quad \boldsymbol{Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Exempted Micro Enterprise/ Qualifying Small Enterprise	4	
Min 25% Black Ownership	4	
Min 100% Female Ownership	4	
Min 100% Black Youth Ownership	4	
Min 25% People Living with Disabilities ownership	4	
TOTAL	**20**	

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: ……………………………………………………….

……………………………………………………….

……………………………………………………….
……………………………………………………….

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

24. Dumping and countervailing duties

25. Force Majeure

26. Termination for insolvency

27. Settlement of disputes

28. Limitation of liability

29. Governing language

30. Applicable law

31. Notices

32. Taxes and duties

33. National Industrial Participation Programme (NIPP)

34. Prohibition of restrictive practices

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

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 (NIP) Programme

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.