

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF CULTURE, SPORT & RECREATION

BID NUMBER: CSR/118/23/MP

**APPOINTMENT OF SERVICE PROVIDER
FOR PROVISION, SUPPLY AND DELIVERY
OF QUALITY SPORTS EQUIPMENT AND
PLAYING ATTIRE FOR THE PERIOD OF
FIVE (05) YEARS IN THE MPUMALANGA
PROVINCE**

ISSUED BY:

Department of Culture, Sport & Recreation
P.O. Box 1243
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 CULTURE, SPORT & RECREATION					
BID NUMBER:	CSR/118/23/MP	CLOSING DATE:	08 DECEMBER 2023	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR PROVISION, SUPPLY AND DELIVERY OF QUALITY SPORTS EQUIPMENT AND PLAYING ATTIRE FOR THE PERIOD OF FIVE (05) YEARS IN THE MPUMALANGA PROVINCE				
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.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. ZG Shezi		CONTACT PERSON	Mr. N Hlatshwayo	
TELEPHONE NUMBER	013 766 5192		TELEPHONE NUMBER	013 766 5459	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	zmlangeni@mpg.gov.za		E-MAIL ADDRESS	Ntokozo@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:

.....

1. PURPOSE

The purpose of this REQUEST FOR PROPOSAL (RFP) is to invite interested SERVICE PROVIDERS to submit proposals for consideration by the department for **PROVISION, SUPPLY AND DELIVER OF SPORT EQUIPMENT AND PLAYING ATTIRE FOR FIVE (05) YEARS**

The Departmental aim is to improve the quality of life by maintaining healthy minds and bodies through active participation in sport, recreation, arts and culture; acknowledge cultural diversity and promote unity by affirming, conserving and celebrating people's way of life, while striving for moral of Culture, Sport and Recreation.

2. OBJECTIVE

To SUPPLY AND DELIVER SPORT EQUIPMENT AND PALYING ATTIRE to the Department of Culture, Sport and Recreation (DCSR).

3. SCOPE OF WORK

Provision, supply and delivery of quality sport equipment and playing attire at Head office, regional offices and all service point of the department. All items are outlined in the pricing scheduled.

4. EVALUATION PROCESS

The bid will be evaluated and adjudicated in phases as follows:

- Phase 1 – Compliance/Mandatory requirements
- Phase 2 – Functional requirements
- Phase 3 – Price and specific goals

Phase 1- Compliance/Mandatory requirement

Without limiting the generality of the Departmental other critical requirements for this bid, the bidder(s) must submit the documents listed in the table below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal will be disqualified for non-submission of any of the documents

Documents that must be submitted for Compliance/ Mandatory Requirements

APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION, SUPPLY AND DELIVERY OF QUALITY SPORTS EQUIPMENT AND PLAYING ATTIRE FOR PERIOD OF FIVE (05) YEARS

A document that must be submitted	Yes/No	Non-compliance will result in disqualification?
JV agreement (in case companies which to venture joint venture)	Yes	In case service provides embark on a joint venture, it must that joint venture agreement is attached and attested by commissioner of oath.
Invitation to Bid – SBD 1	Yes	Complete and sign the supplied pro forma document.
Bidders Disclosure – SBD 4	Yes	Complete and sign the supplied pro forma document.
Preference Point Claim Form – SBD 6.1	Yes	Complete and sign the supplied pro forma document. Incomplete form will lead to a zero (0) score on specific goals for the tender
Local Content SBD 6.2	Yes	Fully complete SBD 6.2 and Annexure C, D and E in compliance with clause 2 of the SBD 6.2
Attendance of compulsory briefing session	Yes	Attendance register will be used to evaluate bids. Any service providers not appearing on the attendance register will be disqualified.
Registration on Central Supplier Database (CSD)	Yes	The bidder must be registered as a service provider on the CSD.

APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION, SUPPLY AND DELIVERY OF QUALITY SPORTS EQUIPMENT AND PLAYING ATTIRE FOR PERIOD OF FIVE (05) YEARS

Phase 2-Functionality Requirement

With regard to functionality, the following criteria will be applicable and the maximum weight of each criterion is indicated below:

EVALUATION CRITERIA	Weight
Company experience in supply and delivery of Sports Equipment and playing attire (in Years) - Above 5 Years=20 3 - 5 years=12 1-2 years=6 - Less than one year=0 Proof attach appointment letters indicating number of years in similar service (No submission will score zero)	20
Clarity, comprehensiveness, practicality of proposal and project plan - Methodology - Detailed and clear methodology - 30 - Average – 20 - Poor – 5 - None – 0 Proof Attach methodology (No submission will score zero)	30
Company experience in value - Above 5 million=20 points - Between 4- 5 million=15 points 2-3 million=8 points - Less 2 million= 6 points Proof attach purchase orders indicating value in rands (Submission will score zero)	20
Transport Prover plan on how to transport the sport equipment and playing attire 3 Delivery vehicles trucks=15 2 Delivery vehicles trucks=10 1 Delivery vehicles trucks=5	15

APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION, SUPPLY AND DELIVERY OF QUALITY SPORTS EQUIPMENT AND PLAYING ATTIRE FOR PERIOD OF FIVE (05) YEARS

Letter of intent will score=2 Proof attach proof of ownership or letter of intent (No submission will score zero) Proof of ownership must be in the name of the company	
Storage or warehouse - Owning the storage and warehouse=15 - Leasing of storage will score=5 Attach proof of ownership or lease agreement (No Submission will score zero)	15

NB: Please note that bidder who is going to obtain less than 80 out of 100 in terms of functionality will be regarded as submitting a non-responsive bid and will be consequently eliminated.

Phase 3-Price and Specific goals

Bids will be evaluated in all three stages, which is compliance, functionality and price using 80/20 or 90/10 points system as outlined in the PPPFA of 2023, depending on the lowest acceptable bids

The specific goals allocated points in terms of this tender	Points	Points
Price	80	10
Specific Goals	20	100
	100	90

4.1 Specific Goals Breakdown

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)
Owned by black people (100%)	5	2
Owned by black people who are women (25% or more)	5	2
Owned by black people with disabilities (25% or more)	5	1

APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION, SUPPLY AND DELIVERY OF QUALITY SPORTS EQUIPMENT AND PLAYING ATTIRE FOR PERIOD OF FIVE (05) YEARS

Owned by black people who are youth (25% or more)	5	5
---	---	---

5. PRICING SCHEDULED

Attached is the pricing scheduled on attached annexure A

This pricing schedule is solely meant for evaluation purposes, total price cannot be determined due to items which are subject change depending on the departmental needs

NB: Any need of items which does not form part of the contract will be sourced on quotes from the contracted service providers

6. SPECIAL CONDITIONS

It should be noted that the Department:

- Not to award the bid to the lowest bidder
- Withdraw/cancel the bid for any reason whatsoever.
- To negotiate prize/rates with the recommended bidder
- Appoint one or more service provider
- To cancel a contract should be any tangible reasons in line with legislations and GCC
- Reserves the right to accept whole or part of the bid or split the bid.
- All the SBD forms must be answered and full completed using (X, a tick or circle) on the correct answer. Failure which will result into a disqualification.
- The onus lies with the bidder to provide adequate and verifiable information

7. COMPULSORY BRIEFING SESSION

Bidders must attend compulsory briefing session scheduled **as per the tender bulletin**. Failure to attend will lead to disqualification. Bidders will be expected to sign attendance register / briefing session certificate.

Mr. N Hlatshwayo Tel: (013) 766 5459 Email: ntokozo@mpg.gov.za

Ms. ZG Shezi Tel: (013) 766 5192 Email: ZMLANGENI@mpg.gov.za

Technical aspect:

Ms. DP Mofokeng (013) 766 5189 Email: mofokengdp@mpg.gov.za

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1)	Tender No.	
(C2)	Tender description:	
(C3)	Designated product(s)	
(C4)	Tender Authority:	
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	Pula EU
(C7)	Specified local content %	

[illegible]

(C20)	Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total

(C24)

(C25) Average local c

Signature of tenderer from Annex B

Date:

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	
(D2)	Tender description:	
(D3)	Designated Products:	
(D4)	Tender Authority:	
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula

Note: VAT to be excluded from all calculations

EU	R 9.00
----	--------

GBP	R 12.00
-----	---------

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of Imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost exd VAT	Tender Qty	Exempted Imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											

(D19) Total exempt imported value

This total must correspond with
Annex C - C21

B. Imported directly by the Tenderer

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender Item no's	Description of Imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total Imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total Imported value by tenderer											

(D3Z) Total imported value by tenderer

C. Imported by a 3rd party and supplied to the Tenderer

[illegible]

(D45) Total Imported value by 3rd party

D. Other foreign currency payments

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with
Annex C - C.23

Signature of tenderer from Annex B

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
	(E13) Total local content		

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

ANNEXURE A- PRICING SCHEDULED

APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION, SUPPLY AND DELIVERY OF QUALITY SPORTS EQUIPMENT AND PLAYING ATTIRE FOR PERIOD OF FIVE (05) YEARS

SPORT CODE	ITEM	SIZE	QTY	UNIT PRICE (YEAR 1)	UNIT PRICE (YEAR 2)	UNIT PRICE (YEAR 3)	UNIT PRICE (YEAR 4)	UNIT PRICE (YEAR 5)
RUGBY								
	<u>High Schools- U/14 to U/19</u> Team Kit Bag Ball carve Bag, Breathable Contact Shield SNR Tackle bags SNR Training Ball Size 5 Match Ball Size 5 Ball Pumps Set of Water bottles and Collapsible 10 Bottle Carrier Kicking Tee		1					
	<u>High Schools- U/9 to U/13</u> Tackle Bag YOUTH Tackle Bag JNR Team Kit Bag Ball Carry Bag Contact Shield YOUTH Contact Shield JNR Training Ball Size 4 Match Ball Size 4		1					

	Ball Pumps Set of Waterbottles and Collapsible 10 Bottle Carrier								
	Mini • U/6 to U/9 Ball carry bag Balls Perfect Pass Tags (2 sets of 20) Manual Cones each	1							
CRICKET	High Schools Kit Cricket pads (per pair) X3 Set of 6 stumps with bails in bag X1 Club bag X1 156 grams leather balls/ 2 pieces X 6 Gloves batting (per pair) X3 Bats English willow (size Harrow, SH) X2 Bats kashmir willow (size Harrow, SH) X1 Helmets X3 W/k gloves (per pair) X1 W /k pads (per pair) X1 W/k inners X1 Abdo guards X3	1							
	Primary Schools Kit Cricket pads (per pair) X3	1							

	Set of 6 stumps with bails in bag X1 Club bag X1 135 grams leather balls/ 2 piece X6 Gloves batting (per pair) X3 Bats English willow (size 5 & 6) X2 Bats kashmir willow (size5/6) Helmets X3 W /k gloves (per pair) X1 W /k pads (per pair) X1 W/k inners X1 Abdo guards X3									
VOLLEY BALL										
	<u>primary / High School</u> QUICK SET Poles, Net Lines for court Set of poles Jnr & Shr setting including net Volleyball - Match Ball Volleyball - Practice Ball Volleyball Mikasa/Similar ISV 100 Ball Bag	1								
TENNIS										
	<u>primary School Kit</u> Rackets	1								

[illegible]

HOCKEY	Primary / High School	1							
	Basketball • Match /Male Size 7 / Female Size 6 Basketball • Practice /Male Size 7 / Female Size 6 School Match Ball School Practice Ball Ball bag A set of 2 Basketball poles with backboard base and nets Technical box (foul indicators, arrow, team fouls, etc) Electronic scoreboards 24 Shot clocks Triplicate score pads Cones Ball pumps								
	HIGH SCHOOL Hockey sticks Hockey ball Hockey goalkeeper set PRIMARY SCHOOL Hockey sticks Hockey ball Hockey goalkeeper set	1 1							

	Portable mini soccer steel net sets = height 2m and length 3m Substitution board manual Bibs - set of 15 Portable soccer post and net sets= official size 7.32 x2.4 x 2 Soccer nets set standards									
NETBALL		1								
	<u>High Schools</u> Netballs size 5 match Netballs size 5 practice Score card holder Netball ball bag Ball pumps Netball nets set of 2 Netball portable poles each (senior) <u>primary Schools</u> Netballs size 4/5 match Netballs size 4/5 practice Score card holder Netball ball bag Ball pumps Netball nets set of 2 Netball portable poles each (junior)	1								

	Shot Put 3kg Shot Put 4kg Shot Put 5kg Shot Put 6kg Shot Put 7.26kg Javelin 500g Javelin 600g Javelin 700g Discuss 1 kg wood Discuss 1.5 kg wood Discuss 1.75 kg wood Starting pistol Starting caps (box of 100) Starting Clapper Wooden Stopwatch								
ATHLETICS		1							
	<u>District pre-packed kit</u> Hurdles (set of 12) Relay baton for juniors (set of 10) Relay baton for senior (set of 10) High jump mat 2290 x 1370 x 450 (senior) High jump upright High jump crossbar Measuring tapes 10m Measuring tapes 20m Measuring tapes 50m Measuring tapes 100m Shot Put 2kg Shot Put 3kg	1							

	Home plate and pitchers plate Bat - Primary schools Bat - High schools/ Senior Catchers Equipment (Chest guard + Facemask) Batters Helmet Equipment Bag T-ball stand Leggings for the catcher - set Catcher's Mitt Soft touch balls 11 " - set of 12 Soft touch balls 12" - set of 12 Wiffle balls - set of 12									
INDIGENOUS GAMES										
KGATI								1		
	3 meters skipping rope 5 meters skipping rope 6 meters Kgati Skipping rope							1		
DIBEKE								1		
	Size 3 ball rubber Size 3 match ball Set of 20 Bibs with numbers in front and back (1-20)									
NCUVA								1		
	Plastic boards with 18 holes Set of pebbles Ncuva wooden table with 4 rows of 18 holes									

KHO KHO	Set of playing bibs - with number on both front and back (1 – 15)	1							
INTONGA	Sticks made of plastic pipe covered with sponge (soft) sets of 2 (hitting and shielding stick) Head gear Women chest protector (large) Women Chest protector (medium) Groin protector (large) Groin protector (medium)	1							
MORABARABA	MSSA regulation Morabaraba board - 305mm x 305mm 24 (cows or tokens): 12 dark colour and 12 light Morabaraba notation books Demonstration board Chess clock	1							
JUKSKEI	Primary Schools Skei sets (sets of 4) 1.2kg 1.4kg 1.6kg 1.8kg Calipre Pin	1							

	<u>High Schools</u>								
	Skei sets (sets of 4)								
	1.2kg								
	1.4kg								
	1.6kg								
	1.8kg								
	Calipre								
	Pin								
BOXING		1							
	<u>High Schools</u>	1							
	Boxing Gloves -								
	Senior pair for								
	competition								
	Punching Bag - Large								
	Hook & Jab Pads								
	Double-end Bag								
	Female Chest								
	Protector								
	Leather skipping rope								
	with handles								
	Groin protectors								
	Gum guards								
	Sparing gloves								
	Protective Head Gear								
	<u>Primary Schools</u>								
	Boxing Gloves -								
	Senior pair for								
	competition								
	Punching Bag - Large								
	Hook & Jab Pads								
	Double-end Bag								
	Female Chest								
	Protector								

	TROPHIES: VICTORY LARGE (46 cm)									
BOXING	<u>SENIOR BOYS</u> PANTS (Elasticated boxer shorts extra length SOCKS (10cm) polester 90-110g TOPS (Vest stle moisture management polyester 140-150g) <u>JUNIOR BOYS</u> PANTS SOCKS TOPS <u>SENIOR GIRLS</u> PANTS TOPS SOCKS <u>JUNIOR GIRLS</u> PANTS TOPS SOCKS <u>SENIOR BOYS</u> PANTS TOPS SOCKS	1								
TENNIS	<u>SENIOR BOYS</u> PANTS TOPS SOCKS	1								

SWIMMING	<u>JUNIOR BOYS</u> PANTS TOPS SOCKS																			
	<u>SENIOR GIRLS</u> SKIRTS TOPS SOCKS																			
	<u>JUNIOR GIRLS</u> SKIRTS TOPS SOCKS																			
	<u>SENIOR BOYS</u> BIKINI BRIEF SWIM CAP																			
	<u>JUNIOR BOYS</u> BIKINI BRIEF SWIM CAP																			
	<u>SENIOR GIRLS</u> SWIMSUIT SWIM CAP																			
	<u>JUNIOR GIRLS</u>																			

	SWIMSUIT SWIM CAP									
TABLE TENNIS	<u>SENIOR BOYS</u> SHORTS TOPS SOCKS <u>JUNIOR BOYS</u> SHORTS TOPS SOCKS <u>SENIOR GIRLS</u> SKIRTS TOPS SOCKS <u>JUNIOR GIRLS</u> SKIRTS TOPS SOCKS	1								
GOALBALL	<u>SENIOR BOYS</u> PAHTS TOPS SOCKS PROTECTION <u>JUNIOR BOYS</u> PANTS TOPS	1								

	SOCKS PROTECTION									
	<u>SENIOR GIRLS</u>									
	PANTS TOPS SOCKS PROTECTION									
	<u>JUNIOR GIRLS</u>									
	PANTS TOPS SOCKS PROTECTION									
BASKETBALL	<u>SENIOR BOYS</u>					1				
	PANTS TOPS SOCKS LOGO'S									
	<u>JUNIOR BOYS</u>									
	PANTS TOPS									

[illegible]

	TOPS SOCKS GOALKEEPER KIT PANTS TOPS SOCKS GOALKEEPER SMOCK GOALKEEPER PADDEO PANTS								
	<u>JUNIOR BOYS</u>								
	PANTS TOPS SOCKS GOALKEEPER KIT PANTS TOPS SOCKS GOALKEEPER SMOCK GOALKEEPER PAODEO PANTS								

[illegible]

	TOP SHORT									
	ROPE SKIPPING GENERIC TOP SHORT									
SOFTBALL	<u>SENIOR BOYS</u>	1								
	PANTS TOPS SOCKS LOGO'S									
	<u>JUNIOR BOYS</u>									
	PANTS TOPS SOCKS LOGO'S									
	<u>SENIOR GIRLS</u>									
	PANTS TOPS SOCKS LOGO'S									
	<u>JUNIOR GIRLS</u>									
	PANTS TOPS SOCKS									

	<u>PRIMARY SCHOOL</u> Set of 15 football jersey (15 shorts, 15 tops and 15 pairs of socks) Juniors Goal kit (Padded short and padded top) Goal keeper gloves								
NETBALL	<u>HIGH SCHOOL</u> Set of 15 netball skirts and tops with positions infront and back (Seniors) Set of 15 netball dresses with positions infront and back (seniors) Set of 15 pairs of short socks Set of 15 Bibs with positions infront and back Set of 15 short tights <u>PRIMARY SCHOOL</u>	1							

	Athletics vests Athletic shorts <u>FEMALE</u> Athletic top Athletics short Sport bra SKI PANTS								
MORABARABA	<u>HIGH SCHOOL</u> Golf t-shirt Short pants <u>PRIMARY SCHOOL</u> Golf shirts Short pants <u>HIGH SCHOOL</u>	1							
JUKSKEI	<u>HIGH SCHOOL</u> Golf shirts Long pants (Cricket pants) Short Sport socks Floppy hats (Cricket hats) <u>PRIMARY SCHOOL</u> Golf shirts Long pants (Cricket pants)	1							

	Short Sport socks Floppy hats (Cricket hats)									
CORPORATE ATTIRE	Track suit Golf shirt Moisture management t-shirt t-shirt 45g Cotton T-shirt 180g Cotton Sport shorts Capri short Chino Trouser 290g Bermuda Short 265g Cargo Zipp-off shirt Drimac Cap 6 panel Back pack bag Sport Bag Trolley Bag Blazer Floppy hat Long sleeve t-shirt Tekkies Traditional Madiba shirt Body warmer	1								
KHOKHO	<u>HIGH SCHOOL</u> Tops moisture management with	1								

RUGBY										
	Club development match ban									
Rugby/Soccer combination rugby posts Rugby posts 11m Rugby posts 14m	Set of 25 rugby jersey, shorts and socks with numbers at the back (1 – 25) Fixed in ground - set With hinge System - set						1			
VOLLEYBALL										
	MV210 MV250 MVA330 Volley ball Umpire stand Volley ball Umpire padding Volley ball Indoor competition set Volley ball Outdoor competition set Post padding						1			
GYMNASTICS										
							1			
Safety mat Mini trampoline Vaulting boxes	PA System with microphone Aerobics steps 2290 x 1370 x 400mm. Medium density foam Adjustable competition including padding						1			

	5 section, 1.1m. Wooden with padded top								
GYM/ EXERCISE EQUIPMENT	KETTLEBELLS	1							
	Kettlebell: Cast Iron 4k!!								
	Kettlebell: Cast Iron 6ka								
	Kettlebell: Cast Iron 8kQ								
	Kettlebell: Cast Iron 10kQ								
	Kettlebell: Cast iron 12ko								
	Kettlebell: Cast Iron 14ko								
	Kettlebell: Cast Iron 16ko								
	Kettlebell: Cast Iron 18ko								
	Kettlebell: Cast Iron 20ka								
	Kettlebell: Cast Iron 24ko								
	Kettlebell: Cast Iron 28kg								
	Kettlebell: Cast Iron 32kg								
	DUMBBELLS								
	power core:								
	Dumbbell rubber								
	Hex 1.0ka								

	power core: Dumbbell rubber Hex 20.0ka Power core: Dumbbell rubber Hex 22.Ska Power core: Dumbbell rubber Hex 25.0ka Power core: Dumbbell rubber Hex 27.Ska Power core: Dumbbell rubber Hex 30.0ka Power core: Dumbbell rubber Hex 32.Ska Power care: Dumbbell rubber Hex 35.0ka Power core: Dumbbell rubber Hex 37 .5kg Power core: Dumbbell rubber Hex 40.0ko MEDICINE BALLS Medicine ball:1•n Medicine ball:2ka Medicine ball:3ka Medicine ball:4ka Medicine ball:5ka Medicine ball:6ko								
--	--	--	--	--	--	--	--	--	--

	Medicine ball: 7kg Exercise Mat 183x580x1.5m Aerobic Step									
BASKETBALL										
Basketball column mounted /set)	Permanent column mounted with overhang	1								
Basketball pedestal unit (set)	Mobile unit with overhang									
Basketball folding indoor club unit (each)	1.6m overhang. Fibreglass backboard 1.8 x 1.05m per set 1.2 overhang. Freestanding per set									
	Mobile unit. Fibreglass backboard t .8 x 1.05m EACH									
HOCKEY										
Hockey goals club	Composite hockey stick	1								
Hockey goals competition	Ogo goalkeeper set Cloud goalkeeper set Yahoo goalkeeper set Steel. FIH norms and specifications. 3mm nets incl Aluminium. FIH norms and									

	Senior Club Competition								
HANDBALL									
Handball posts - heavy duty	3 x 2m included nets 1 set	1							
SOCCER									
Soccer goals fixed in Around - steel	7 .32 x 2.4 x 2m incl nets set	1							
Soccer goals freestanding - steel	7.32 x 2.4 x 2m incl nets {set FIFA size and spec								
ATHLETICS									
Hurdles	IAAF certified height adjustable	1							
High Jump Landing mat	3 MAT MODULE.								
High Jump Upright	4110X2290X500MM with cover								
Measuring Tape	Elite competition								
Measuring Tape	50m Steel open reel								
Starting Blocks	100m Steel open reel								
Starting Blocks									
Shot Put 3kg									
Shot Put 4kg									
Shot Put 5kg	Aluminium School								
Shot Put 6kg	Adjustable crass & tartan								
Shot Put 7 26kg	Aluminium Stadium								
Javelin 500g	IAAF certified								
Javelin 600g	Turned Iron IMF								
Javelin 700g	certified								
Javelin 800g	Steel IAAF certified								
Discus 1kg	Steel IMF certified								
Discus 1,5kg	Steel IAAF certified								
Discus 1, 75kg									

Total Exc	Vat	R
Vat		R
Total (Rate) Vat Inc		R

**Application for a Tax Clearance Certificate****Purpose**Select the applicable option Tenders ☐ 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
--------------	----------------	-----------	----------------	------------------	--------

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 Tenders or Goodstanding.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

Date

Name of representative/agent

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

Date

Name of applicant/Public Officer

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.

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.

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

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

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

.....

.....

Signature

Date

.....

.....

Position

Name of bidder

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

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

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

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 R1 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000.00 (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	Detailed (Full Registration) CSD Report	20
Total points for Price and SPECIFIC GOALS		100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black owned		5		
25% Woman owned		5		
25% People living with disability shareholding or owned enterprise		5		
50% Youth		5		

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:	
	
	
	

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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.

TABLE OF CLAUSES

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

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)