



PROJECT NAME:

**SUPPLY, INSTALLATION AND MAINTENANCE OF INSTALLED ELECTRONIC SECURITY
SYSTEMS (ESS) AT LNW WATER TREATMENT FACILITIES INCLUDING OFFICES**

USER DEPARTMENT : CORPORATE SERVICES -SECURITY SERVICES

PROJECT NO : LNW02/23/24

NAME OF SERVICE PROVIDER:

CENTRAL SUPPLIER DATABASE (CSD) NO: MAAA.....

TOTAL AMOUNT INCLUDING VAT:



PROJECT NAME:

SUPPLY, INSTALLATION AND MAINTENANCE OF INSTALLED ELECTRONIC SECURITY SYSTEMS (ESS) AT LNW WATER TREATMENT FACILITIES INCLUDING OFFICES

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1. PURPOSE

Tendering process for the supply, installation, and maintenance of electronic security systems at LNW water treatment facilities including offices. The term of the contract shall be three (03) years.

2. BACKGROUND INFORMATION

LNW installed boom barriers, motor gates, turnstiles, CCTV surveillance cameras and Videofied system (Wireless Video Verification system) at all its operation sites. The twenty-five (25) outstations and two (2) Regional Offices are installed with Videofied system, eight (8) water treatment works, and one (1) office installed with CCTV surveillance cameras. The Videofied system is currently linked to a 24/7 Remote Monitoring Centre (RMC).

LNW therefore requires the services of a PSIRA accredited Security Service Provider with experience in the repairs and installation service to regularly maintain the installed electronic security systems at these facilities including offices due to its high security risks exposed to daily.

3. SCOPE OF WORK

3.1. Maintenance of 36 sites installed with Electronic Security Systems.

3.1.1. Provide emergency maintenance when an electronic security system is unexpectedly breaks down or damaged in condition that results in it not functioning.

3.1.2. Provide Condition-based maintenance. when the actual condition of an asset indicates signs of decreasing performance or upcoming failure.

3.1.3. Submit the detailed maintenance reports for every job completed after the issued job request.

3.1.4. Attend Bi-monthly Performance Review meetings with LNW.

3.1.5. Responsible to handle emergencies and unforeseen call-out(s) within the water treatment works and offices.

3.1.6. Supply and Install (replace) of damaged equipment as when required.

NOTE- APPOINTMENT WILL BE MADE PER REGION, HOWEVER WHERE THERE IS NO COMPETITION OR LIMITED COMPETITION ONE BIDDER MAY BE APPOINTED AT MORE THAN ONE REGION

4. PRICE SCHEDULE

4.1. CAPRICORN REGION - YEAR 1

MAINTENANCE (REPAIR AND REPLACEMENT) CALL-OUT FEE PER HOUR						Mark-up % for material supplied	Total VAT incl.
ITEM: Description	Emergency maintenance VAT inclusive				Condition-based maintenance VAT inclusive		
	Normal day	Weekend	After hours	Holidays	Normal day		
CCTV camera system							
Videofied system							
Perimeter fencing alarm system							
Motor gate							
Boom barrier							
Full Height Industrial Turnstile							
GRAND TOTAL VAT INCLUSIVE							(A)

Table 4.1 (a) Note: Pricing of kilometers travelled as per AA rates.

CAPRICORN REGION - YEAR 2

MAINTENANCE (REPAIR AND REPLACEMENT) CALL-OUT FEE PER HOUR						Mark-up % for material supplied	Total VAT incl.
ITEM: Description	Emergency maintenance VAT inclusive				Condition-based maintenance VAT inclusive		
	Normal day	Weekend	After hours	Holidays	Normal day		
CCTV camera system							
Videofied system							
Perimeter fencing alarm system							
Motor gate							
Boom barrier							
Full Height Industrial Turnstile							
GRAND TOTAL VAT INCLUSIVE							(B)

Table 4.1 (b) Note: Pricing of kilometers travelled as per AA rates.

CAPRICORN REGION - YEAR 3

MAINTENANCE (REPAIR AND REPLACEMENT) CALL-OUT FEE PER HOUR						Mark-up % for material supplied	Total VAT incl.
ITEM: Description	Emergency maintenance VAT inclusive				Condition-based maintenance VAT inclusive		
	Normal day	Weekend	After hours	Holidays	Normal day		
CCTV camera system							
Videofied system							
Perimeter fencing alarm system							
Motor gate							
Boom barrier							
Full Height Industrial Turnstile							
GRAND TOTAL VAT INCLUSIVE							(C)

Table 4.1 (c) Note: Pricing of kilometers travelled as per AA rates.

CAPRICORN REGION - COSTS SUMMARY FOR YEAR 1, 2 AND 3 (ESS Maintenance)

Total Cost for Year 1 (VAT inclusive)	(A)
Total Cost for Year 2 (VAT inclusive)	(B)
Total Cost for Year 3 (VAT inclusive)	(C)
Grand Total 36 months VAT inclusive (D)	[(A) + (B) + (C)] = (D)

4.2. MOPANI REGION

MOPANI REGION - YEAR 1

MAINTENANCE (REPAIR AND REPLACEMENT) CALL-OUT FEE PER HOUR						Mark-up % for material supplied	Total VAT incl.
ITEM: Description	Emergency maintenance VAT inclusive				Condition-based maintenance VAT inclusive		
	Normal day	Weekend	After hours	Holidays	Normal day		
CCTV camera system							
Videofied system							
Perimeter fencing alarm system							
Motor gate							
Boom barrier							
Full Height Industrial Turnstile							
GRAND TOTAL VAT INCLUSIVE							(E)

Table 4.2 (a) Note: Pricing of kilometers travelled as per AA rates.

MOPANI REGION - YEAR 2

MAINTENANCE (REPAIR AND REPLACEMENT) CALL-OUT FEE PER HOUR						Mark-up % for material supplied	Total VAT incl.
ITEM: Description	Emergency maintenance VAT inclusive				Condition-based maintenance VAT inclusive		
	Normal day	Weekend	After hours	Holidays	Normal day		
CCTV camera system							
Videofied system							
Perimeter fencing alarm system							
Motor gate							
Boom barrier							
Full Height Industrial Turnstile							
GRAND TOTAL VAT INCLUSIVE							(F)

Table 4.2 (b) Note: Pricing of kilometers travelled as per AA rates.

MOPANI REGION - YEAR 3

MAINTENANCE (REPAIR AND REPLACEMENT) CALL-OUT FEE PER HOUR						Mark-up % for material supplied	Total VAT incl.
ITEM: Description	Emergency maintenance VAT inclusive				Condition-based maintenance VAT inclusive		
	Normal day	Weekend	After hours	Holidays	Normal day		
CCTV camera system							
Videofied system							
Perimeter fencing alarm system							
Motor gate							
Boom barrier							
Full Height Industrial Turnstile							
GRAND TOTAL VAT INCLUSIVE							(G)

Table 4.2 (c) Note: Pricing of kilometers travelled as per AA rates.

MOPANI REGION - COSTS SUMMARY FOR YEAR 1, 2 AND 3 (ESS Maintenance)

Total Cost for Year 1 (VAT inclusive)	(E)
Total Cost for Year 2 (VAT inclusive)	(F)
Total Cost for Year 3 (VAT inclusive)	(G)
Grand Total 36 months VAT inclusive (H)	[(E) + (F) + (G)] = (H)

4.3. SEKHUKHUNE REGION

SEKHUKHUNE REGION - YEAR 1

MAINTENANCE (REPAIR AND REPLACEMENT) CALL-OUT FEE PER HOUR						Mark-up % for material supplied	Total VAT incl.
ITEM: Description	Emergency maintenance VAT inclusive				Condition-based maintenance VAT inclusive		
	Normal day	Weekend	After hours	Holidays	Normal day		
CCTV camera system							
Videofied system							
Perimeter fencing alarm system							
Motor gate							
Boom barrier							
Full Height Industrial Turnstile							
GRAND TOTAL VAT INCLUSIVE							(I)

Table 4.3 (a) Note: Pricing of kilometers travelled as per AA rates.

SEKHUKHUNE REGION - YEAR 2

MAINTENANCE (REPAIR AND REPLACEMENT) CALL-OUT FEE PER HOUR						Mark-up % for material supplied	Total VAT incl.
ITEM: Description	Emergency maintenance VAT inclusive				Condition-based maintenance VAT inclusive		
	Normal day	Weekend	After hours	Holidays	Normal day		
CCTV camera system							
Videofied system							
Perimeter fencing alarm system							
Motor gate							
Boom barrier							
Full Height Industrial Turnstile							
GRAND TOTAL VAT INCLUSIVE							(J)

Table 4.3 (b) Note: Pricing of kilometers travelled as per AA rates.

SEKHUKHUNE REGION - YEAR 3

MAINTENANCE (REPAIR AND REPLACEMENT) CALL-OUT FEE PER HOUR						Mark-up % for material supplied	Total VAT incl.
ITEM: Description	Emergency maintenance VAT inclusive				Condition-based maintenance VAT inclusive		
	Normal day	Weekend	After hours	Holidays	Normal day		
CCTV camera system							
Videofied system							
Perimeter fencing alarm system							
Motor gate							
Boom barrier							
Full Height Industrial Turnstile							
GRAND TOTAL VAT INCLUSIVE							(K)

Table 4.3 (c) Note: Pricing of kilometers travelled as per AA rates.

MOPANI REGION - COSTS SUMMARY FOR YEAR 1, 2 AND 3 (ESS Maintenance)

Total Cost for Year 1 (VAT inclusive)	(I)
Total Cost for Year 2 (VAT inclusive)	(J)
Total Cost for Year 3 (VAT inclusive)	(K)
Grand Total 36 months VAT inclusive (L)	[(I) + (J) + (K)] = (L)

NOTE:

- i. Mark-up % on the material to be fixed for the period of the contract i.e., (3) three years.
- ii. All emergency call-out(s) and conditioned-based maintenance a job request must be issued and signed by the Project Manager prior the start of the work.
- iii. Attach an invoice of all material supplied by the supplier on the submitted Invoice. NO invoice shall be processed without supplier invoice (**NOT quotation**).

5. PROCUREMENT PROCESS

The normal LNW process will be followed in line with the organization's SCM policy and - procedures with no deviations from the normal anticipated at this stage.

CIDB grading required	: None
Validity of Tender	: 150 days
Contract Period	: 36 Months
Date advert published	: 22 September 2023
Tender document available	: ETenders
Closing date of Advert	: 25 October 2023
Site Inspection date	: N/A

6. EVALUATION CRITERIA

Preferential Points System will be used to evaluate this bid in line with the Preferential Procurement Policy Framework Act, 2022. Bidders will be evaluated on functionality first, only those qualifying by achieving the minimum cut off point of 60% (24 points) will be evaluated on administrative compliance and then price and preference points.

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

- Relevant specifications
- Value for money
- Capability to execute the contract.

- LNW SCM Policy
- PPPFA & associated regulations

7. MANDATORY REQUIREMENTS (Pre-qualification)

8.1. Valid Private Security Industry Regulatory Authority (PSIRA) Compliance (Accredited)

Certificate. *(To be verified by BEC online)*

8.2. Valid PSIRA's Letter of Good Standing.

8.3. South African Intruder Detection Services Association (SAIDSA) compliance certificate or Letter of Good Standing.

8.4. Attendance of Compulsory site briefing. (Complete and sign in the attendance register).

8.5. All bid documents must be completed in full and in black ink (No tampering of bid documents with either correction fluid, sticky papers or any other thing which can indicate that the bid document has been tampered with). Any cancellation on the any page of the bid document must be initialised by the Bidder.

8.6. JV agreement for JV partners to be submitted indicating percentage split for partners to render agreement valid.

8.7. All JV partners must submit all the mandatory requirements.

Note: *Failure to comply with any of the above requirements will lead to disqualification of the tenderer/Bidder.*

8. FUNCTIONAL REQUIREMENTS

BIDS WILL FURTHER BE EVALUATED IN TERMS OF METHOD 4

- **Stage 1:** Evaluation on Functionality (Minimum of 60% (24 points) to be scored to be considered responsive).
- **Stage 2:** Evaluation on 80/20 or 90/10 preferential points system (Price and preference points).

- **Stage 3:** Screening and Profiling of company's director and share owners and company respectively by State Security Agency (SSA). Note: Only top 6 will be subjected to the screening and profiling. Verification will also include company experience/ reference letters verification and verification of certificates submitted.

9.1. Stage 1: Evaluation on Functionality

Under functionality, Bidders must achieve a minimum of 60% (24 points) of functionality to be considered for further evaluation in stage 2 (Evaluation on Price and Preference Points).

Functionality Requirements

All bids duly lodged will be evaluated on functionality after qualifying Mandatory requirements. The evaluation criteria and weighting for measuring functionality are indicated below.	Points
Criterion	40
Operational Experience	20
Company Experience (20 points) Successfully provided completed installation and maintenance of Electronic Security Systems for a period of one (1) year and above . • 1 project equals 5 points. • 2 projects equal 10 points • 3 projects equal 15 points. • 4 projects and above equal 20 points. [Attach a copy of signed reference letter for completed projects/ ongoing projects from the clients with contactable reference on a client's letterhead indicating the completed one (1) years' experience within the contract period of service. NOTE: Points will not be awarded for non-submission of signed reference letter indicating the contract period.	
Capacity	10
Adequate resources and capacity (10 points) Technical support vehicle. Required minimum two (2) per region. 1 vehicle per equals 2 points 2 vehicles equal 4 points 3 vehicles and above equals 10 points.	

(Attached proof of vehicles registration certificate registered in company or shareholder's name). These technical support vehicles can be owned or rented and proof to be attached.	
Proposed Key Personnel	10
Accredited Certification on Electronics Technician/ (10) Summary of CV of a qualified electronics technician with Technical or National Diploma Certificate and work experience with contactable references. Required one (1) Electronics Technicians per region. a) Qualification (s) NQF Level 5 = 1 point NQF Level 6 or above equals 2 points. b) Working experience (installation and repair) 1-year equals 4 points 2 years and above equal 8 points <i>Note: The attached CVs must have all the required attachments above (Item a) and b)). Failure to attach the required attachments will lead to zero (0) scoring</i>	

Table 4

NOTE: JV Companies will be scored in line with their ownership share as per the JV agreement.

9. ADMINISTRATIVE COMPLIANCE

- a) **Valid COIDA's** Letter of Good standing.
- b) **Valid UIF Certificate** of Compliance.
- c) Company registration documents (CK).
- d) Attach proof of Company or Shareholders Municipal Rates or Signed lease agreement or a dated stamped letter from tribal authority. (Proof not more than three months old from advert date).
- e) Certified ID copies of the company shareholders less than 3 months old.
- f) Completed SBD 4 forms.
- g) Letter of intent from either Professional Indemnity/Public Liability Insurance/ Security Service Liability/ General Liability equal to R5 million rands towards any loss of assets to the client.
- h) Proof of registration on the Central Suppliers Database (CSD) and SARS (This will also be verified online)

Note:

- The client reserves the right to verify any information provided by bidder.
- The bidders must comply with all terms and condition including requirements as stipulated in the Tender Documents to be evaluated further.
- LNW is not compelled to accept the lowest or any bid.

Please note that the above required administrative documents will be deemed as mandatory to the preferred bidder if not submitted with the Tender documents. The required administrative documents will be requested for submission within two working days and failure to submit the bidder's proposal will be deemed as non-responsive.

10. Stage 2: EVALUATION PRICE AND PREFERENCE POINTS 80/20 or 90/10

Financial offer and **preference points**.

- a) Score Tender Evaluation points for financial offer.
- b) Confirm that tenderers are eligible for preference claimed, and if so, score tender evaluation points for preference points.
- c) Calculate total tender evaluation points.
- d) Rank tender offers from the highest number of tender evaluation points to the lowest.
- e) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Note: NO BIDDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on SBD 4 attached)

Scoring functionality

- Score functionality in each of the categories stated in the Tender Data and calculate total score for functionality.

Scoring Financial Offers

- Score the financial offers of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

Where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

The 80/20 or 90/10 Preferential Point System will be used to evaluate the bid.

Preference Points Allocation (As per the Preferential Procurement regulations 2022)

#	Specific goals	Means of verification	80/20	90/10
1	Disability (Minimum of 1 shareholder ownership in the company)	CSD Report	5	2,5

2	Black women (100% Black women ownership in the company)	CSD Report	5	2,5
3	Black ownership (100% Black ownership in the company)	CSD Report	5	2,5
4	Black Youth (Minimum of 1 shareholder Black Youth ownership in the company)	CSD Report	5	2,5
	Total points		20	10

Table 7

The points scored by the tenderer in respect of the level of Preference Points Allocation must be added to the points scored for price.

11. CONTRACT CONDITIONS

- 13.1. The Technician with criminal records, irrespective of its enormity shall not be allowed to install or repair or even enter LNW operational sites for whatever reason. **Note:** The bidder must submit security clearance from SAPS not older than 12 months.
- 13.2. All recorded information in all registers within LNW shall not be shared with third party unless prior knowledge and approval of LNW.
- 13.4. LNW reserves the right to increase or decrease the scope of work due to its operational requirements and this will not be deemed as a variation but framework increase. The rates submitted will be applied on any increase on the scope of work and prices will remain the same.
- 13.4. The Bidder must take note that if contravention(s) are compromising the corporate image of LNW either an incident and/or non-compliance/ or and, losses occurred due to negligent actions, LNW reserves the right to recover such losses from Bidder.
- 13.5. The service provider will be required to fully adhere to the Occupational and Health and Safety Act, Act 85 of 1993 and other applicable Acts will be applicable during the contract.

DECLARATION FOR PROJECT REFERENCE FORM

Project Name:.....

Project Number:.....

Project amount:.....

Name of Service Provider

Name of Organisation / Employer / Client:

.....

Project Start Date: Project Completion Date:

Project Description / Brief Summary of the project:

.....

.....

Current Clients Contact Details:

Department / Service Provider	Name and surname	Position	Cellphone number	Telephone number	Email address	Any Comment
User dept						
SCM official						
Consultant (if applicable)						

Note: The above table must be fully completed and where there is no consultant that was managing the project, indicate as not applicable. The contact details for the client to be provided in the above table must not be more than **6 months old** from date of the closing of the tender / RFQ . Each reference letter must be accompanied by this declaration of project reference form.

Failure to complete this declaration will result in reference letters not being considered and the bidder will be allocated zero points on experience where reference letters are required.

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data is correct and a true reflection of our company experience. The information provided above is verifiable and traceable.

.....

Name and Surname of Service Provider

.....

Signature

.....

Name of the Company / Bidder

.....

Date

NB: It remains the bidder's responsibility to provide traceable, updated contact details of previous all employers or clients where company experience points are to be scored. LNW may allocate score zero points to any service providers/bidder whom LNW has failed to receive confirmation of verification from their references provided on the above table within 10 working days. Bidders are to provide accurate contact details (both telephone and email address) of traceable projects with the clients. LNW reserves the right to extend the 10 working days where necessary on discretion. The information provided will be subjected to verification and vetting.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEPELLE NORTHERN WATER					
BID NUMBER:	LNW 02/23/24	CLOSING DATE:	25 October 2023	CLOSING TIME:	11H00am
DESCRIPTION	Supply, installation, and maintenance of electronic security systems at LNW water treatment facilities including offices.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT NO.01 LANDROS MARE STREET					
LEPELLE NORTHERN WATER HEAD OFFICE					
01 LANDROS MARE SREET					
POLOKWANE					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nthabeliseni Monyayi		CONTACT PERSON	Harry Malatji	
TELEPHONE NUMBER	015 295 1850		TELEPHONE NUMBER	064-872-7279	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	nthabelisenim@lepelle.co.za		E-MAIL ADDRESS	Harrym@lepelle.co.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
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 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 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

[illegible]

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

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.

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders ☐ Good standing ☐

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

Particulars of applicant

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

Tender number	
Estimated Tender amount	R ,
Expected duration of the tender	year(s)

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

YES	NO
-----	----

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

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

Signature of representative/agent

- -

Date

Name of representative/agent

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

C

C

Y

Y

—

M

M

—

D

D

Date

Name of applicant/
Public Officer

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) 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 ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.