



THE PRESIDENCY
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT

BID DESCRIPTION:

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CAR RENTAL AND SHUTTLE SERVICES FOR THE PRESIDENCY FOR A PERIOD OF THREE YEARS.

BID NUMBER: PO: 2021/22:002

CLOSING: 15 OCTOBER 2021

TIME: 11:00 AM

VALIDITY PERIOD: 150 DAYS

BRIEFING SESSION

DATE: 04 OCTOBER 2021

TIME: 10:00 AM

VENUE: Microsoft Teams (Virtual) - [Click here to join the meeting](#)

Due to Covid-19 restrictions, interested bidders are required to connect on the meeting link provided on the bid document, eTender portal and The Presidency website under Tenders.

Kindly take note of the following attached documentations:

Section 1: Standard Bidding Documents

Section 2: Special Conditions (Specification /Terms of Reference)

Section 3: General Conditions

NB: Standard bidding Documents (SBDs) Forms MUST be fully completed with a black ink only, and not re-typed. Where the cancellation is made, bidder MUST sign. The use of Tipex or related Materials is not allowed. Failure will result in the Bid /Proposal been Disqualified /Invalidated. Bidders must submit original, compact disc and additional one (01) copy of the bid documents, Failure to do so will result in the bid/proposal disqualified/invalidated. The bid documents must be submitted in a sealed envelope.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PO 2021/22: 002	CLOSING DATE:	15 OCTOBER 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CAR RENTAL AND SHUTTLE SERVICES FOR THE PRESIDENCY FOR A PERIOD OF THREE YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
UNION BUILDINGS					
GOVERNMENT AVENUE					
ARCADIA					
PRETORIA					
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					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR			
	☐	NAME:			
[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 BELOW]
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

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 ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

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 a price quotation, advertised competitive bid, limited bid or proposal). 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):
.....
 - 2.4 Company Registration Number:
.....
 - 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.

2.7 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 attached 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? **YES/NO**

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.

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Persal Number

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 IN

TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT

SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....

- 8.2 VAT registration number:.....

- 8.3 Company registration number:.....

- 8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation

- ☐ Company
- ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.6 Total number of years the company/firm has been in business:.....

8.7 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1.
- 2.

.....
 SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. 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 consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

³ 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.



**THE PRESIDENCY
REPUBLIC OF SOUTH AFRICA
SUPPLY CHAIN MANAGEMENT**

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CAR RENTAL AND SHUTTLE SERVICES FOR THE PRESIDENCY FOR A PERIOD OF THREE YEARS

1. PURPOSE

- 1.1 The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of car rental and shuttle services to The Presidency.
- 1.2 This RFP details and incorporates as far as possible, the tasks and responsibilities of the potential bidder(s) required by The Presidency for the provision of car rental and shuttle services.
- 1.3 This RFP does not constitute an offer to do business with The Presidency, it merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

2. BACKGROUND

- 2.1 In order to effectively provide an excellent service to its clients, The Presidency requires a bidder(s) that will provide car rental and shuttle services. The services required are for the offices in Pretoria, Cape Town and Durban.
- 2.2 The Presidency officials are expected to travel both nationally and international to attend meetings, conferences and events. The Presidency would like to invite bids from experienced and qualified car rental and shuttle service providers to provide car rental and shuttle services as and when required.
- 2.3 The Presidency is seeking to enter into an agreement with the successful bidder who will achieve the following:
 - a) Provide The Presidency with the car rental and shuttle services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels agreement;
 - b) Achieve significant cost savings for The Presidency without any degradation in the services;

3. SCOPE AND EXTENT OF WORK

The successful bidder will be required to provide car rental and shuttle services in the following category:

Service Category
Car rental – Self drive
Car rental – Chauffeur driven
Shuttle services and transfers

The scope and the extent of the required service will relate to the following:

- a) Short term rental
 - i) Short term rentals are self-drive vehicles hired for a period of 1 day to a maximum period of 3 months.
 - ii) The successful bidder must provide a petrol card or make arrangements to refuel vehicles.
 - iii) Extension of the rental period must be approved by responsibility managers in The Presidency.
 - iv) The successful bidder must provide accident management support in case of accidents.
 - v) The successful bidder must provide a 24-hour emergency hotline to provide emergency support.
- b) Shuttle services and transfers
 - i) Shuttle services and transfers is when a vehicle is hired for a shorter period from 1 day to 5 days with a driver.
 - ii) This is a drop off service where a driver with a car will be required to drop off client's, employees etc.
 - iii) Substitute vehicles in the event of services or mechanical repairs taking longer than 2 hours to complete.
- c) Chauffeur Driven Vehicles
 - i) Chauffeurs driven Vehicles are for the service that includes a chauffeur for the required period of the request.
 - ii) The service is not a drop off service, the designated driver must wait for the traveller.
 - iii) The service will also include mini bus service or bus service for the required period.

3.1 SERVICE REQUIREMENTS

3.1.1 The successful bidder will be required to provide car rental and shuttle services. Deliverables under this section include without limitation, the following:

- a. The car rental and shuttle services will be provided to all Presidency officials. This will include employees and contractors, consultants and clients.

- b. Provide car rental and shuttle services during normal office hours (Monday to Friday 8h00 – 17h00) and provide an after hours and emergency services.
- c. Familiarisation with the current Presidency travel business procedures and processes.
- d. Familiarisation with the current Presidency Travel Policy and implementations of controls to ensure compliance.
- e. Penalties incurred as a result of the inefficiency or fault of the service provider will be for the service provider's account, subject to the outcome of a formal dispute process.
- f. Provide a facility for The Presidency to update its travellers' profiles.
- g. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- h. Determine a process for pre-inspections as well as post inspections of vehicles during both pick up and drop off of vehicles.
- i. It must be compulsory for the traveller to sign the rental agreement during the pick-up process.
- j. Provide the reference letters from four (4) contactable existing/recent clients (within past 3 years).
- k. The successful bidder will be appointed after a positive security clearance report from the State Security Agency.

3.1.2 The successful bidder will:

- a. Receive car rental requests from The Presidency and/or travel bookers, as well as to respond timeously with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the car rental provider will issue the required documents or vouchers immediately and send to the travel booker and traveller via the agreed communication medium.
- b. Always endeavour to make the most cost effective car rental services based on the request from the traveller and/or travel booker.
- c. Quote negotiated discounted rates where possible.
- d. respond timely and process all queries, requests, changes and cancellations timeously and accurately as per The Presidency Transport and Travel Management Policy
- e. Ensure confidentiality in respect of all travel arrangements of all persons
- f. Timeous submission of proof that services have been satisfactorily delivered. The following documents will be required, amongst others::
 - i) Quotation
 - ii) Order
 - iii) Voucher
 - iv) Rental Agreement signed by the traveller
 - v) Pre and Post Inspection reports
- g) Timeous submission of all necessary documentation for all accident claims, including amongst others the following:
 - i) Accident Report signed by the traveller with pictures
 - ii) Quotations for repairs
 - iii) Rental Agreement signed by the traveller
 - iv) Pre and Post Inspection reports

- h) Assess all minor accidents including tyres, windscreen and minor dents to determine liability and only when the traveller has not forfeited cover, the insurance shall be used.

3.2 AFTER HOURS AND EMERGENCY RESERVATIONS

- a. The successful bidder must provide a consultant or team of consultants to assist travellers with after hours and/or emergency reservations and changes to travel plans.
- b. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency services.
- c. After hours' services must be provided from Monday to Friday outside official working hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.
- d. A call centre facility or after hours contact number should be made readily available to The Presidency so that when required, unexpected changes to travel plans and emergency bookings can be attended to swiftly.
- e. The successful bidder must have a standard operating procedure for managing after hours and emergency services.

3.3 TRAFFIC FINE MANAGEMENT

- a) The successful bidder must have a system that manages traffic offences and link all traffic fines to the related booking.
- b) Traffic fines should be submitted to The Presidency together with the copy of the bookings, the name of the driver or traveller.

4. COMMUNICATION

- 4.1 The successful bidder may be requested to conduct workshops and other information-sharing training sessions for The Presidency Travel Bookers.
- 4.2 The successful bidder must ensure sound and timeous communication with all stakeholders.
- 4.3 The successful bidder will issue the required documents or vouchers immediately and send to the travel booker and traveller via the agreed communication medium.

5. FINANCIAL MANAGEMENT

- 5.1 The successful bidder must implement the rates negotiated by The National Treasury with service providers who are in the Travel Management business or the maximum allowable rates established where applicable.
- 5.2 The successful bidder will be responsible to manage The Presidency account effectively. This will include the timely issuing of invoices to be presented to The Presidency for payment within the agreed time period.
- 5.3 The successful bidder is responsible for the consolidation of invoices and supporting documentation to be provided to The Presidency on the agreed time period (e.g. weekly). This includes attaching the Authorisation or Purchase Order and other supporting documentation to the invoices.
- 5.4 Proof that the traveller has used the rental services must be attached at all times.

6. TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING

- 6.1 The successful bidder must have the capability to consolidate all management information related to car rental services into a single source document with automated reporting tools.
- 6.2 All management information and data input must be accurate.
- 6.3 The successful bidder will be required to provide a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost to The Presidency. The reporting templates can be located at <http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>.
- 6.4 Reports must be accurate and provided as per The Presidency's specific requirements at the agreed time. Information must be available on a transactional level that reflects details including the name of the traveller, date of travel, spend category (car rental, shuttle,).
- 6.5 The Presidency may request the successful bidder to provide additional management reports.
- 6.6 Reports must be available in an electronic format; for example, Microsoft Excel.
- 6.7 Service Level Agreement reports must be provided on the agreed date. It will include but will not be limited to the following:
 - 6.7.1 Travel
 - a) After hours' Report;
 - b) Compliments and complaints;
 - c) Consultant Productivity Report;
 - d) Long term car rental;
 - e) Upgrade of class of services;
 - f) Bookings outside the Travel Policy(Deviations).
 - 6.7.2 Finance
 - a) Creditor's ageing report;
 - b) Creditor's summary payments;
 - c) Daily invoices;
 - d) No-show report;
 - e) Cancellation report;
- 6.8 The successful bidder will be required to implement all the necessary processes and programs to ensure that all the captured data is secure at all times and is not accessible by any unauthorised parties.
- 6.9 The successful service provider must provide access to a document portal for The Presidency to be able to download invoices and related supporting documents for payment purposes.

7. ACCOUNT MANAGEMENT

- 7.1 An Account Management structure should be put in place to respond to the needs and requirements of The Presidency, and act as a liaison for handling all matters with regards to delivery of services in terms of the contract.
- 7.2 The successful bidder must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of The Presidency account.
- 7.3 The necessary processes should be implemented to ensure good quality management and ensuring traveller satisfaction at all times.

- 7.4 A complaint handling procedure must be implemented to manage and record the compliments and complaints.
- 7.5 Ensure that the Presidency Transport and Travel Management Policy is enforced.
- 7.6 The SLA must be managed and customer satisfaction surveys conducted to measure the performance of the successful bidder.
- 7.7 Ensure that workshops/training are provided to Travellers and/or Travel Bookers
- 7.8 During reviews, comprehensive reports on the car rental spend and the performance/service rendered in terms of the SLA must be presented.

8. VALUE-ADDED SERVICES

- 8.1 The successful bidder must at all material times provide the following value-added services:
 - 8.1.1 Electronic voucher retrieval via web and smart phones;
 - 8.1.2 SMS notifications for rental confirmations;
 - 8.1.3 VIP services for Executives that include, but is not limited to check-in support.
 - 8.1.4

9. COST MANAGEMENT

- 9.1 The National Treasury's cost-containment measures and The Presidency Transport Travel Management Policy will provide a basis for the recognition of a cost-savings culture.
- 9.2 It is the obligation of the successful bidder's Consultant to advise on the most cost effective option at all times, and costs should be within the framework of National Treasury's cost-containment instructions.

10. QUARTERLY AND ANNUAL TRAVEL REVIEWS

- 10.1 Quarterly reviews are required to be presented by the successful bidder to the Director: Supply Chain Management. These comprehensive reviews are to be presented to The Presidency's Procurement and Finance teams as part of the performance management reviews based on the agreed service levels/standards.
- 10.2 Annual Reviews are also required to be presented to The Presidency Senior Executives.

11. OFFICE MANAGEMENT AND ADMINISTRATION

- 11.1 The successful bidder to ensure a high quality service to be delivered at all times to The Presidency and to provide highly skilled and qualified human resources of the following roles:
 - a. Senior Consultants
 - b. Intermediate Consultants
 - c. Travel Manager (Operational)
 - d. Finance Manager / Branch Accountant
 - e. Admin Back Office (Creditors / Debtors/Finance Processors)
 - f. Key Account Manager (per hour)
 - g. System Administrator (General Admin)

12. SECURITY REQUIREMENTS

The award of this bid will be subject to a positive security screening of all staff members to be deployed by the service provider in accordance with the requirements or prescripts by the State Security Agency.

13. PRICING MODEL

The Presidency requires bidders to propose pricing model as follows:

a) Shuttle and Transfer Services

The cost must include the following:

- i) Cost per class of the vehicle not Limited to economy class, luxury class, standard Multiple Purpose Vehicle(Mini-Buses)
- ii) Cost per zones in relation to class of the vehicle

b) Car rental

Cost must include the following:

- i) Cost per class of the vehicle
- ii) Minimum free kilometres
- iii) Cost per excess kilometres
- iv) Insurance for minor repairs such as tyres, windscreens and minor dents only on self-drive cars

c) Cost must be a fixed amount per class of vehicles.

14. MONITORING AND EVALUATION OF THE PROJECT

14.1 The Presidency will conclude the service level agreement with the appointed service provider(s) which shall spell out the conditions of this bid as well as obligations of each party to the agreement.

14.2 Quarterly meetings will be held with appointed service providers to review the performance of each party in the agreement as well as addressing problems in the provision of the required services .

15. CONDITIONS OF BID

15.1 Bids will be subjected to the Supply Chain Management regulatory framework which will include amongst others the following:

15.1.1 The Preferential Procurement Policy Framework Act, Act No. 05 of 2000 and the Broad Base Black Economic Empowerment Act, Act 53 of 2003 will apply to this bid.

15.1.2 Preferential Procurement Policy Framework Act, 2000: Preferential Regulations 2017.

15.1.3 *In accordance with this Act, submission will be adjudicated on the 80/20 points system and the B-BBEE codes of good practice as gazetted.*

16. SPECIAL CONDITIONS OF THE BID

16.1 Suppliers/Service Providers are requested to submit the B-BBEE accreditation certificates from reputable service providers that are accredited. e.g. SANAS or

any other reputable service provider to accredit the B-BBEE certificates or submit the original signed copy of the sworn affidavit.

- 16.2 Pre-qualification criteria for preferential procurement will be applicable in this bid as per preferential procurement regulation 2017.
- 16.3 The successful bidder may not alter or reduce its B-BBEE contributor level or status during the contract period. The Presidency reserves the right to terminate the contract should the successful bidder no longer meet the B-BBEE contributor level or status.
- 16.4 Bidders must be registered on the Central Supplier Database (CSD) and must provide Masters Registration Number (MAAA Number) in the tender document as proof of registration.
- 16.5 Bidders must ensure that their tax matters or status are compliant on the CSD, if not The Presidency will provide the service provider reasonable time to sort out the tax matters and failure to do so will disqualify the bidder.
- 16.6 Tax certificates are not required as the Central Supplier Database will be used to verify tax matters of the service provider/bidders
- 16.7 The bid will be evaluated in (5) Phases namely:
 - a) Pre-qualification criteria for Preferential Procurement Regulations 2017 (Phase1)
 - b) Administrative Compliance evaluation (Phase 2)
 - c) Functionality or Technical evaluation (Phase 3)
 - d) Site visit (Phase 4)
 - e) Pricing and BBEE (Phase 5)
- 16.8 Bidder not meeting the requirement in phase 1 will not proceed to phase 2 as well as bidders not meeting the requirements in phase 2 will not proceed to phase 3 etc.

17. ADDITIONAL INFORMATION ON BID PROPOSALS

- 17.1 The Presidency will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bids thereof.
- 17.2 Please take note that The Presidency is not bound to appoint any of the bidders submitting proposals. The Presidency reserves the right not to award any of the bids and not to award the contract to the lowest bidding price as well as to renegotiate the bid with the preferred supplier if required.
- 17.3 The bidders **MUST** submit original and one copy **(01) of bid documents** as well as 1 Compact Disk(CD), failure to submit will render the bid non responsive.
- 17.4 **Standard Bidding Documents (SBD)** forms **MUST** be fully completed with a **black ink only, and not to be re-typed**. Failure to adhere to this requirement, the bid will be non-responsive.
- 17.5 The bidders **MUST** sign on every cancelled or correction made on the bid document. Failure to do so will invalidate the bid.

- 17.6 The bidders **MUST** not use any kind of correction pen on the bid document. Failure to do so will invalidate the bid.

18. INFORMATION REQUIRED

- 18.1 Bid Evaluation can only be done on the basis of information, which is required in this bid. Bidders should ensure that their bids are comprehensive and that all required information is included.

19. PAYMENT TERMS

- 19.1 The Presidency undertakes to pay all invoices in full within 30 (thirty) days from receipt date of the original invoice for all valid claims for work done to its satisfaction. No payment will be made where there is outstanding information/work not submitted by the appointed or contracted Service Provider, payment will only be processed after receipt of outstanding information.

20. BID EVALUATION

All bids received will be evaluated in accordance with the **80/20** preference point system as prescribed in the Preferential Procurement Guide of 2017. A five (5) phase approach will be followed during the evaluation phase.

20.1 Phase 1 - PRE-QUALIFICATION PROCESS

- 20.1.1 Only bidders that comply with the following must apply for this bid

- a) The service provider or company must at least be 51% owned by black people.
- b) AND / OR who are women

- 20.1.2 Bidders are required to meet the above-mentioned criteria, and failure to submit the necessary documents, the bid will be non-responsive. Only service providers who have met the above-mentioned requirements will proceed to the next phase of the evaluation which is administrative requirements.

20.2 Phase 2 - ADMINISTRATIVE COMPLIANCE

- 20.2.1 Phase 2 entails the assessment of the bid documents. During this phase bid documents will be checked. Only suppliers that correctly completed/submitted all the documents will move on to the next phase. Note that all documents must be signed by a duly authorised representative. These documents are:

- Signed invitation to bid (SBD 1)
- Signed declaration of interest (SBD 4)
- Signed Preference points claim form (SBD 6.1)
- Signed declaration of suppliers past supply chain management practices (SBD 8)
- Signed certificate of independent bid determination (SBD 9)
- Detail pricing schedule per transaction category.

- Proof of registration to Central Suppliers Database which reflect MAAA CSD registration number
- Minimum of 4 Reference letter for the similar work done previously;
- CV and qualifications of the key accounts manager with four years' experience.
- Proof of Public Liability Licenses for the vehicles must be submitted
- Company profile
- Methodology on management of reservation
- Number of consultants and their profile to be deployed in the project.

Bidders who fail to submit the required documents will be non-responsive. Only bidders who have met all the administrative requirements will proceed to the next phase of evaluation which is technical evaluation.

20.3 Phase 3 - TECHNICAL EVALUATION

20.3.1 During this phase bid documents will be assessed to check for functionality or ability of the bidder to implement and manage the contract.

TECHNICAL/ FUNCTIONAL	Weight
The service provider should have 3 years' experience in travel management services 0 year = 0 points and for every one year of experience, 10 points will be awarded. • 0 Year = 0 points • 1 Year = 10 points • 2 years = 20 points • 3 year = 30 points NB: Company profile indicating the number of years in business	30
Experience of the Key Accounts Manager, CV and qualifications of the key accounts manager • 0 year = 0 points • 1 year = 5 points • 2 years = 10 points • 3 years = 15 points • 4 years = 20 points NB: National diploma or bachelor's degree in Travel and Tourism Management	20
Similar projects/job done previously with other organisation(s) 0 project = 0 points and for every one reference letter, 10 points will be awarded. • 0 project = 0 points • 1 project = 10 points • 2 projects = 20 points • 3 project = 30 points • 4 project = 40 points NB: Reference letters in the letterhead of the organisations that awarded the projects indicating number of projects	40

Methodology on the management of all reservation, detailing turnaround times for submission of quotations, processing the orders as well as communication with the travelers or travel bookers 0 Methodology = 0 points and for a comprehensive methodology, 10 points will be awarded • 0 Methodology = 0 points • 1 Comprehensive Methodology = 10 points NB: Methodology on the management of reservation.	10
Total	100

Only bidders who will scored above 80 points on technical evaluation will be considered for the next phase of evaluation which is presentation.

20.4 Phase 4 – SITE VISIT

20.4.1 During this phase, a site inspection will be conducted at the premises of the bidder to assess functionality or ability of the bidder to implement and manage the contract.

The site inspection should cover the following:

- Conditions of vehicles that are on site, a maximum of three vehicles will be sampled or selected by the Bid Evaluation Committee.
- Call centre or consultant's stations
- Proof of liability insurance for the selected three vehicles
- Online booking system
- Document portal

Description	Weight
Conditions of the Vehicle Engine Tyres Tread Depth: Less than 1,6mm = 0; More than 1,6mm = 15 Warning signs on dashboard when the engine is running: Warning signs = 0; No warning signs = 15 Service record on the service book: Service book not updated = 0; Service book updated = 5 Exhaust Pipe Emissions: Black Emission = 0; No Emission = 5 Battery Terminals Corrosion = 0; No corrosion = 5	50

Engine leaks: Oil Leaks or Fluids = 0; No fluids or oil leaks = 5	
Proof of Public Liability Insurance on the vehicles. No Insurance = 0 Proof of Insurances = 10	10
Demonstration of the online booking system at the bidder's premises a) Ability to capture requests to rent a vehicle or shuttle service = 5 b) Ability to provide and send a quotation = 5 c) Ability to capture an order = 5 d) Ability to send a voucher or Acceptance of the order = 5 e) Ability to generate a rental agreement = 5	25
Document portal system must be able to link related documents: a) Linking the request, quotation, order and the invoices = 5 b) Linking Accident report with the order and the invoice = 5 c) Linking traffic fines and the order = 5	15

Only bidders who will score above 80 points on site inspection evaluation will be considered for the next phase of evaluation which is price and BBEE.

20.5 Phase 5 – PRICE AND BBEE

20.5.1 Only Bidders that have met the 15 points threshold in Phase 4 will be evaluated in Phase 5 for price and BBEE. Price and BBEE will be evaluated as follows:

20.5.2 In terms of Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The Bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

20.5.3 Bidders are required to use the pricing model mentioned in paragraph 13 above and the following must be costed:

- a) Shuttle and Transfer Services

The cost must include the following:

- i) Cost per class of the vehicle not limited to economy class, luxury class, standard Multiple Purpose Vehicle(Mini-Buses)
 - ii) Cost per zones in relation to class of the vehicle
- b) Car rental

Cost must include the following:

- i) Cost per class of the vehicle
- ii) Minimum free kilometres
- iii) Cost per excess kilometres

20.5.4 The cost must be a fixed amount per class of vehicles, as indicated bidders will earn up to maximum of 80 points for price.

20.5.5 For bidders who have submitted valid original or originally certified copy of BEEE level certificate, or Certified copy or original sworn affidavit and they qualified for phase 5 evaluation, shall be awarded points according to the Preferential Procurement Guide of 2017.

The following points will be awarded, depending on the B-BBEE level of the bidder:

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant	0

21. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon:

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which The Presidency is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to The Presidency together with its bid, duly signed by an authorised representative of the bidder.

22. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

23. SERVICE LEVEL AGREEMENT

- 23.1 Upon awarding, The Presidency and the successful bidder will enter a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by The Presidency, more or less in the format of the draft Service Level Indicators included in this tender pack.
- 23.2 The Presidency reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- 23.3 Bidder(s) are requested to:
- Comment on draft Service Level Indicators and, where necessary, make proposals to the indicators;
 - Explain each comment and/or amendment; and
 - Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 23.4 The Presidency reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to The Presidency or pose a risk to the organisation.

24. PRESIDENCY REQUIRES BIDDER(S) TO DECLARE

In the Bidder’s Technical response, bidder(s) are required to declare, by means of the following:

- 24.1 Confirm that the bidder(s) is to: –
- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of The Presidency;
 - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - c. Act with circumspection and treat The Presidency fairly in a situation of conflicting interests;
 - d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with The Presidency;
 - f. Avoidance of fraudulent and misleading advertising, canvassing and marketing information;
 - g. To conduct their business activities with transparency and consistently uphold the interests and needs of The Presidency as a client before any other consideration; and
 - h. To ensure that any information acquired by the bidder(s) from The Presidency will not be used or disclosed unless the written consent of the client has been obtained to do so.

25. MISREPRESENTATION DURING THE DURATION OF THE CONTRACT

- 25.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference, and that The Presidency will rely upon the bidder's Tender as a material representation in making an award to a successful bidder as well as in concluding an agreement with the bidder.
- 25.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by The Presidency against the bidder, notwithstanding the conclusion of the Service Level Agreement between The Presidency and the bidder. In the event of a conflict or dispute between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

26. PREPARATION COSTS

The Bidder will bear all costs in preparing, submitting and presenting any response or Tender to this bid, including and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing The Presidency, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

27. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, The Presidency incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations; then the bidder will indemnify and hold The Presidency harmless from any or all such costs which The Presidency may incur and for any damages or losses The Presidency may suffer.

28. PRECEDENCE

This document will prevail over any information provided during any briefing session whether in an oral or written form, unless the provided written information, expressly amend this document by reference.

29. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The Presidency shall not be held liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

30. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant or whose tax status/profile is in default. The Presidency reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The Presidency further reserves the right to cancel a contract with a successful bidder in the event that such a bidder does not remain tax compliant for the full term of the contract.

31. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by The National Treasury, or who have been placed on The National Treasury's List of Restricted Suppliers. The Presidency reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that the bidder has been blacklisted with The National Treasury by another government institution.

32. GOVERNING LAW

South African law regulates this bid and its response process. The bidder agrees to submit to the exclusive jurisdiction of South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid and all processes associated with the bid.

33. RESPONSIBILITY TO SUB-CONTRACT AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that The Presidency allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and The Presidency will not under any circumstances be held liable or responsible for any losses or damages incurred by or caused by such sub-contractors.

34. CONFIDENTIALITY

Except as may be required by operation of law (court or by a regulatory authority having appropriate jurisdiction), no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with The Presidency examination and evaluation of a Tender.

No part of the bid may be reproduced, distributed, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise - in whole or in part - except for the purpose of preparing a Tender. This bid and any other documents supplied by The Presidency remain proprietary to The Presidency and must be promptly returned to The Presidency upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and beyond, bidder(s) must secure The Presidency's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process, which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action or liquidation may be pursued by The Presidency.

35. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, The Presidency may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who, in turn, shall immediately make arrangements to stop the

performance of the services and minimise further expenditure; provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

36. BRIEFING SESSION

Virtual briefing session shall be conducted on [Click here to join the meeting](#)

37. ENQUIRIES

Any enquiries regarding the bidding procedure may be directed to:

Department: The Presidency

Contact Person: Ms Madira Selomo

Tel: 012 300 5951

Fax: Not Applicable

E-mail address: tenders@presidency.gov.za

Any enquiries regarding technical information may be directed to:

Contact Person: Mr Dankie Sindane

Tel: 012 300 5947

Fax: Not Applicable

E-mail address: dankie@presidency.gov.za

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



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, test 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)
 - (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

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

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 purchaser's country.

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.