



## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE CONVERSION OF A TRUCK INTO AN OFFICE

BID NUMBER: **NC/SOC/005/2021**CLOSING DATE: **2021-09-17**CLOSING TIME: **11:00**VALIDITY PERIOD **120 DAYS**

The PREFERRED bidder(s) will be required to enter into a service level agreement with the Department

BID DOCUMENTS MAY BE POSTED TO: **Private Bag X 5042, Kimberley, 8300****OR**DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS): **Latlhi Mabilo Complex, 257 Barkly Road, Homestead, Kimberley.****Bidders should ensure that bids are delivered timely to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (MAY NOT BE RE-TYPED)

*THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT*

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER .....  
POSTAL ADDRESS .....  
STREET ADDRESS .....  
TELEPHONE NUMBER CODE.....NUMBER.....  
CELLPHONE NUMBER .....  
FACSIMILE NUMBER CODE ..... NUMBER.....  
E-MAIL ADDRESS .....  
VAT REGISTRATION NUMBER .....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE [Tender – **NOT** Good Standing] BEEN SUBMITTED? (NCP 2) ☐ **YES** or ☐ **NO**HAS AN ORIGINALLY CERTIFIED COPY OF BIDDER'S B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?  
(NCP 6.1) ☐ **YES** or ☐ **NO**

IF YES, WHO ISSUED THE B-BEE STATUS LEVEL VERIFICATION CERTIFICATE?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)..... ☐A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR..... ☐A REGISTERED AUDITOR ..... ☐**[Tick Applicable Box]**



INVITATION TO BID

**(AN ORIGINAL OR ORIGINALLY CERTIFIED COPY OF BIDDERS' B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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 or ☐ NO

IF YES, ENCLOSE PROOF – AN ORIGINALLY CERTIFIED COPY IS REQUIRED:

SIGNATURE OF BIDDER: .....

DATE: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

TOTAL BID PRICE: R .....

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**ENQUIRIES MAY BE DIRECTED TO:**

**Department:** Social Development, Northern Cape Provincial Government

**Contact Person for bid documents:** Tlhonopo Hammer or Boingotlo Motshabi

**Tel:** 053 874 9212 or 053 874 9299

**E-mail address:** thammer@ncpg.gov.za or bmotshabi@ncpg.gov.za

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**PLEASE NOTE:**

Corrections by correctional fluid are not allowed in a bid document. If correctional fluid is used it must be initialled to the correction. Failure to do so may result in such a bid being regarded as non- responsive.

If the correctional fluid is used to correct signatures, prices and descriptions it **shall** lead to a bid being regarded as non-responsive.



# social development

Department:  
Social Development  
NORTHERN CAPE  
REPUBLIC OF SOUTH AFRICA

## BID DOCUMENT CHECKLIST AND RETURNABLES

BID NC/SOC/005/2021: CONVERSION OF A TRUCK INTO OFFICE

| Document Name                                                                                                                                                                                                                                                                                                                                                                   | Tick where applicable (v) | For Office Use (SCM) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------|
| <b>Administrative Compliance Requirements</b>                                                                                                                                                                                                                                                                                                                                   |                           |                      |
| Standard Bidding Document (NCP 1): Invitation to Bid                                                                                                                                                                                                                                                                                                                            |                           |                      |
| NCP 2 Tax Clearance Requirements                                                                                                                                                                                                                                                                                                                                                |                           |                      |
| <b>SPECIFICATIONS</b> (Bidder took note and understood requirements)                                                                                                                                                                                                                                                                                                            |                           |                      |
| NCP 3 Pricing Schedule to be signed and witnessed by both witness                                                                                                                                                                                                                                                                                                               |                           |                      |
| NCP 4 Declaration of Interest (declare interest in other companies at 2.11.1)                                                                                                                                                                                                                                                                                                   |                           |                      |
| NCP 6.1 Preference Points claim form in term of the Preferential Procurement Regulations 2017 to be signed and witnessed by both witness                                                                                                                                                                                                                                        |                           |                      |
| NCP 8 Declaration of Bidder's Past Supply Chain Management Practices                                                                                                                                                                                                                                                                                                            |                           |                      |
| NCP 9 Certificate of Independent Bid Determination                                                                                                                                                                                                                                                                                                                              |                           |                      |
| NCP 9A Corporate Social Investments                                                                                                                                                                                                                                                                                                                                             |                           |                      |
| <b>Mandatory Documents Required (Evaluation Criteria)</b>                                                                                                                                                                                                                                                                                                                       |                           |                      |
| Registrar of Companies & Close Corporations/ Companies and Intellectual Property Registration Office (CIPS), previously known as CIPRO. The original date of certification of the copy may not be older than three (3) months on date of closure of bid. CIPC certificate is not relevant in the case were a bidder is a sole proprietor                                        |                           |                      |
| Bidders are required to submit the <b>printed</b> , valid Tax Clearance Certificate – <b>Tender</b> together with the tax compliance status <b>PIN letter</b> in order for the Department to view supplier's tax profile. <b><u>This letter together with the SARS eFiling tax compliance history printout must be submitted with the bid at the closing date and time.</u></b> |                           |                      |
| Append an originally certified copy of the <b>BBEEE certificate</b> or <b>sworn affidavit</b> signed by the Exempted Micro Enterprise (EME) representative and attested by a Commissioner of Oath must be submitted at bid closing date and time. The original date of certification of the copy may not be older than three (3) months on date of closure of bid.              |                           |                      |
| Originally certified copy of shareholders/ members <b>Identity Documents</b> . The original certification date may not be older than three (3) months on date of closure of bid.                                                                                                                                                                                                |                           |                      |
| Bidders are required to submit their <b>Central Supplier Database (CSD)</b> full report together with their bid documents in order for the Department to verify the supplier's / service providers' company details on CSD. <b><u>The date of the report must be the latest i.e. at least 5 days before bid closure.</u></b>                                                    |                           |                      |

I, the undersigned (full names & surname in print)

That all documents have been submitted on the day of closure of the bid

Signed at \_\_\_\_\_ on this \_\_\_\_\_ (day) of \_\_\_\_\_ (month) 2021

Office Use SCM Official/ Bid Committee Member

I, the undersigned (full names & surname in print)

Date: \_\_\_\_\_

That all documents have been submitted on the day and time of bid closure



## TAX CLEARANCE REQUIREMENTS

### IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the preferred bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Services (SARS) to meet his / her tax obligations (written evidence of arrangements must be submitted with bid documents at closing date and time).
2. From 18 April 2016, the South African Revenue Services (SARS) has introduced an enhanced electronic Tax Compliance Status (TCS) system which makes it easier for bidders to obtain Tax Clearance Certificate (TCC) – Tender as well as obtain a TCS Pin which can be used by authorised third parties to verify your compliance status online via SARS eFiling. In view of the above, a valid, printed tax clearance certificate – Tender – (not a tax clearance certificate “Good Standing”) **must** be submitted at closing date and time (bid document NCP 2 refers).
3. Bidders are required to submit the **printed**, valid Tax Clearance Certificate – **Tender** together with the tax compliance status **PIN letter** in order for the Department to view supplier’s tax profile. **This letter together with the SARS eFiling tax compliance history printout must be submitted with the bid at the closing date and time.**
4. Bidders are required to submit their **Central Supplier Database (CSD)** full report together with their bid documents in order for the Department to verify the suppliers’ / service providers’ company details on CSD. **The date of the report must be the latest i.e. at least 5 days before bid closure.**
5. **The Department will reject any bid from a supplier who fails to provide written proof from SARS that the supplier either has no tax obligations or has made arrangements to meet outstanding tax obligations.**
6. In instances where Consortia / Joint Ventures / Sub-Contractors are involved, **each party** must submit a separate, printed valid Tax Clearance Certificate – Tender and PIN letter as well as CSD full reports.



## **IMPORTANT NOTICE**

### **NOTE 1**



PLEASE NOTE THAT THIS BID CLOSING AT:

DEPARTMENT OF SOCIAL DEVELOPMENT,  
MIMOSA COMPLEX, 257 BARKLY ROAD, HOMESTEAD, KIMBERLEY.

### **TAKE NOTE:**

BIDDERS THAT WISH TO MAKE USE OF SPEED- OR COURIER SERVICES MUST MARK  
DELIVERY TO

### **REGISTRY, BLOCK F:**

DEPARTMENT OF SOCIAL DEVELOPMENT,  
257 BARKLY ROAD,  
HOMESTEAD,  
LATLHI MABILO COMPLEX  
KIMBERLEY  
8301

AND NOT TO

THE PRIVATE BAG

BIDDERS MUST ALSO CONTACT THE REGISTRY,  
DEPARTMENT OF SOCIAL DEVELOPMENT  
☎ 053 874 9100/9145/9200/9195/9194

STATING THE TRACKING NUMBER OF THE  
BID DOCUMENTS IN ORDER TO VERIFY WHETHER BID DOCUMENTS WERE  
DELIVERED.

**BID DOCUMENTS DEPOSITED ANY WHERE ELSE WILL BE  
REGARDED AND TREATED  
AS LATE BIDS.**



## **IMPORTANT NOTICE**

### **NOTE 2**



**PLEASE NOTE THE FOLLOWING REGARDING BID DOCUMENTS NCP 4: DECLARATION OF INTEREST  
& NCP 8: BIDDERS' PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- ❖ **SHOULD THE BIDDER BE INVOLVED IN A CONSORTIUM or JOINT VENTURE,  
or SUB-CONTRACTING  
EACH ENTITY MUST DECLARE ITS INTERESTS ON A SEPARATE NCP 4 &  
PAST SUPPLY CHAIN MANAGEMENT PRACTICES ON A SEPARATE NCP 8  
OTHERWISE THE BID SHALL BE INVALID.**
- ❖ **ATTACH AN ORIGINALLY CERTIFIED COPY OF ALL SHAREHOLDERS' IDENTITY DOCUMENTS –  
ORIGINALLY CERTIFIED DATE MAY NOT BE OLDER THAN THREE (3) MONTHS ON CLOSING  
DATE.**
- ❖ **AN ORIGINALLY CERTIFIED COPY OF THE LEGAL AGREEMENT BETWEEN ENTITIES/PARTIES  
INVOLVED IN A CONSORTIUM or JOINT VENTURE  
THAT INDICATES THE PERCENTAGE [%] OF SHARES HELD RESPECTIVELY,  
MUST ALSO BE ATTACHED TO BID DOCUMENTS.**
- ❖ **SEPARATE PRINTED VALID TAX CLEARANCE CERTIFICATE – TENDER and pin letter  
OF PARTIES INVOLVED IN A CONSORTIUM or JOINT VENTURE or SUB-  
CONTRACTING MUST BE ATTACHED TO BID DOCUMENTS. SEPARATE CENTRAL  
SUPPLIER DATABASE (CSD) FULL REPORT**
- ❖ **A TRUST, CONSORTIUM OR JOINT VENTURE OR SUB-CONTRACTING MUST SUBMIT  
A CONSOLIDATED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE FOR EVERY  
SEPARATE BID.**

**FAILURE TO COMPLY WITH THESE PREREQUISITES SHALL RENDER A BID INVALID.**



## **IMPORTANT NOTICE**

### **NOTE 3**



#### **PLEASE NOTE THAT:**

1. **ALL PRICES OFFERED MUST INCLUDE VALUE ADDED TAX (VAT).**
2. **COPIES OF ANY DOCUMENTS e.g. IDENTITY or REGISTRATION WITH A PROFESSIONAL- or REGULATORY BODY MUST BE ORIGINALLY CERTIFIED. CERTIFICATION DATE MAY NOT BE OLDER THAN THREE (3) MONTHS ON DATE THAT BID CLOSSES.**
3. **CORRECTION FLUID MAY NOT BE USED ON BID DOCUMENTS. CORRECT ERRORS BY DELETING IT NEATLY, RE-WRITE CORRECT INFORMATION  
&  
INITIAL NEXT TO CORRECTION.**
4. **BID DOCUMENTS THAT HAVE TO BE WITNESSED, MUST BE WITNESSED BY TWO (2) WITNESSES.**

**FAILURE TO COMPLY WITH THESE PREREQUISITES SHALL RENDER A BID INVALID.**



BID NC/SOC/005/2021

## Specifications for a VW Truck to be converted to a mobile office

### Vehicle details are as follow

- REG NO: DSDEV58NC
- ENGIN NO: DAS012601
- VIN NO: WV1ZZZSYZL9045128
- VEH REGISTER NO: HYJ374K
- MAKE AND MODEL: 2020 VOLKSWAGEN CRAFTER 50 2.0 TDI 103kW Man XLWB (AC) [SYDD4C].
- PRICE OF TRUCK: R696 903.02

### Specifications for the conversion of the Truck

1. 1x (Diesel) Generator - Honda FA 6500X HSAF (Installed at the back on a rail)
2. 2x Built in Tables with built in cupboards a bowl sink with a tap with a cupboard below
3. 4x High back Swivel Leather Chairs without arms
4. M6 12XU Mixing console with USB & Effects
5. 2x Powered Hybrid speakers with stands and wires
6. 1xAKG WMS 40 ISM 1 Wireless Microphone
7. 1x 20 litre microwave oven
8. 1x 91 litre bar fridge
9. AC 12 Minibus Air Conditioner
10. T 25 Westfalia outer Power Socket CEE Blue 220 V (Plug and 20 metre power cable)
11. 6 plugs inside for working area and electrical use
12. 7 Inch to 15 Inch Metal Laptop PC Projector Tray Holder for 1/4 Inch 3/8 inch Screw Tripod Stand with Ultra-link PJ60 Full HD projector with a tripod portable 2340 x1750mm projector screen
13. Awnings on both sides of the Van
14. Dust free inside carpet linings and floor covering
15. Ramp in front of door to be disabled free (Removable ramp with steps)
16. 10x Foldable Chair White high Density Polyethylene (HDPE) Blow-molded Seat and back rest. 25mm Gray Powder Coated Steel Frame Maximum supported weight 100 Kg
17. 2x Table open size 182.88x76.2x73.66cm Table closed size 93.95x73.66x8.0cm White-Granite HDPE Table Top Steel Frame in gray powder coating 38mm thick Main Tube Diameter 25x1.0mm with auto-locking feature and carry handle
18. Black Goose Neck Ball & Pin 3500kgs Tow Hitch Coupler (Towbar)









**NOTE:** Only firm prices will be accepted for this bid.

Name of bidder: .....

Bid Number: NC/SOC/005/2021

Closing Date & Time: **Friday, 17 September 2021**

Offer is to remain valid for 120 days after official closing date.

Use only black ink to complete this form (NCP 3)

NOTE: This NCP 3 for, must be fully completed

| ITEM | DESCRIPTION                                                                                                                                                                                  | QUANTITY | BRAND NAME (where applicable) | UNIT PRICE | PRICE (including VAT) IN RSA CURRENTLY R |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------------------|------------|------------------------------------------|
| 1    | (Diesel) Generator - Honda FA 6500X HSAF                                                                                                                                                     | 1        |                               | R.....     | R.....                                   |
| 2    | Built in Tables with built in cupboards a bowl sink with a tap with a cupboard below                                                                                                         | 2        |                               | R.....     | R.....                                   |
| 3    | High back Swivel Leather Chairs without arms                                                                                                                                                 | 4        |                               | R.....     | R.....                                   |
| 4    | M6 12XU Mixing console with USB & Effects                                                                                                                                                    | 1        |                               | R.....     | R.....                                   |
| 5    | Powered Hybrid speakers with stands and wires                                                                                                                                                | 2        |                               | R.....     | R.....                                   |
| 6    | AKG WMS 40 ISM 1 Wireless Microphone                                                                                                                                                         | 1        |                               | R.....     | R.....                                   |
| 7    | 20 litre microwave oven                                                                                                                                                                      | 1        |                               | R.....     | R.....                                   |
| 8    | 91 litre bar fridge                                                                                                                                                                          | 1        |                               | R.....     | R.....                                   |
| 9    | AC 12 Minibus Air Conditioner                                                                                                                                                                | 1        |                               | R.....     | R.....                                   |
| 10   | T 25 Westfalia outer Power Socket CEE Blue 220 V (Plug and 20 metre power cable)                                                                                                             | 1        |                               | R.....     | R.....                                   |
| 11   | 6 plugs inside for working area and electrical use                                                                                                                                           | 1        |                               | R.....     | R.....                                   |
| 12   | 7 Inch to 15 Inch Metal Laptop PC Projector Tray Holder for 1/4 Inch 3/8 inch Screw Tripod Stand with Ultra-link PJ60 Full HD projector with a tripod portable 2340 x1750mm projector screen | 1        |                               | R.....     | R.....                                   |



| ITEM                                                                                                                   | DESCRIPTION                                                                                                                                                                                                               | QUANTITY | BRAND NAME (where applicable) | UNIT PRICE     | PRICE (Including VAT) IN RSA CURRENTLY R |
|------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------|------------------------------------------|
| 13                                                                                                                     | Awnings on both sides of the Van                                                                                                                                                                                          | 1        |                               | R.....         | R.....                                   |
| 14                                                                                                                     | Dust free inside carpet linings and floor covering                                                                                                                                                                        | 1        |                               | R.....         | R.....                                   |
| 15                                                                                                                     | Ramp in front of door to be disabled free (Removable ramp with steps)                                                                                                                                                     | 1        |                               | R.....         | R.....                                   |
| 16                                                                                                                     | Foldable Chair White high Density Polyethylene (HDPE) Blow-molded Seat and back rest. 25mm Gray Powder Coated Steel Frame Maximum supported weight 100 Kg                                                                 | 10       |                               | R.....         | R.....                                   |
| 17                                                                                                                     | Table open size 182.88x76.2x73.66cm Table closed size 93.95x73.66x8.0cm White-Granite HDPE Table Top Steel Frame in gray powder coating 38mm thick Main Tube Diameter 25x1.0mm with auto-locking feature and carry handle | 2        |                               | R.....         | R.....                                   |
| 18                                                                                                                     | Black Goose Neck Ball & Pin 3500kgs Tow Hitch Coupler (Towbar)                                                                                                                                                            | 1        |                               | R.....         | R.....                                   |
| SUB-TOTAL:                                                                                                             |                                                                                                                                                                                                                           |          |                               | R.....         | R.....                                   |
| GRAND TOTAL:                                                                                                           |                                                                                                                                                                                                                           |          |                               | R.....         | R.....                                   |
| Number of work days required for delivery of completed conversion truck after receipt of letter of acceptance of offer |                                                                                                                                                                                                                           |          |                               | .....work days |                                          |

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#### EVALUATION CRITERIA:

- 1 Transport and labour costs are to be included in the bid price.
- 2 The preferred bidder may not submit variation orders afterwards – prices offered must be firm.
- 3 Bidders are required to submit the **printed**, valid Tax Clearance Certificate – **Tender** together with the tax compliance status **PIN letter** in order for the Department to view supplier's tax profile. **This letter together with the SARS eFiling tax compliance history printout must be submitted with the bid at the closing date and time.** [Refer to NCP 2]



- 4 Append an originally certified copy of the company registration certificate with CIPS previously known as CIPRO certificate. The original certification date may not be older than three (3) months at date of closure of bid. CIPC certificate is not relevant in the case where a bidder is a sole proprietor.
- 5 Append an originally certified copy of the BBBEE certificate or sworn affidavit signed by the Exempted Micro Enterprise (EME) representative and attested by a Commissioner of Oath must be submitted at bid closing date and time. The original date of certification of the copy may not be older than three (3) months on date of closure of bid.
- 6 Bidders are to submit **originally certified copy of shareholders / members Identity Documents**. The original certification date may not be older than three (3) months on date of closure of bid.
- 7 Bidders are required to submit their detailed **Central Suppliers Database (CSD) registration report** (not the summary report) together with the bid document. **The date of the report must be the latest i.e. at least 5 days before bid closure.**

8 **CONFIRMATION OF PRICES**

I, the undersigned (full names & surname in print):

.....

Certify that the prices offered are firm and that I have read directives 1 – 7 on this price schedule, NCP 3.

SIGNED AT ..... ON THIS ..... DAY OF ..... (month) 2021

IN THE PRESENCE OF THE UNDER MENTIONED WITNESSES:

**AS WITNESS**

1.....  
SIGNATURE: WITNESS

.....  
WITNESS: PRINT NAME & SURNAME

2.....  
SIGNATURE: WITNESS

.....  
WITNESS: PRINT NAME & SURNAME

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the company (e.g. director, trustee, shareholder<sup>2</sup>, member)  
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

**<sup>1</sup>"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.

**“Shareholder” means:**

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

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

If yes, did you attach proof of such authority to the bid document? ☐ YES or ☐ NO

2.7.2.1 (Note: Failure to submit proof of such authority, if applicable, shall result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof (to undertake remunerative work outside employment in the public sector):

.....

.....

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 or ☐ 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 or ☐ 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 or ☐ 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 or ☐ NO

2.11.1 If so, furnish particulars:

.....

.....

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

| Full Name | Identity Number | Personal Income Tax<br>Reference Number | State Employee<br>Number / Persal<br>Number |
|-----------|-----------------|-----------------------------------------|---------------------------------------------|
|           |                 |                                         |                                             |
|           |                 |                                         |                                             |
|           |                 |                                         |                                             |
|           |                 |                                         |                                             |
|           |                 |                                         |                                             |
|           |                 |                                         |                                             |



**4 DECLARATION**

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature of duly authorised representative  
responsible for completion of bid documents

.....  
Date

.....  
Position / Designation in bidding company

.....  
Name of bidder (Company)

**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.**

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

1.3 Preference points for this bid shall be awarded for:

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

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

|                                                                                                                                                                                                                                                                    | POINTS     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1.3.1.1 PRICE                                                                                                                                                                                                                                                      | 80         |
| 1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION                                                                                                                                                                                                                        | 20         |
| <b>Total points for Price and B-BBEE must not exceed</b>                                                                                                                                                                                                           | <b>100</b> |
| 1.4 Failure on the part of a bidder to fill out and/or to sign this form and 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. |            |
| 1.5 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

- 2.1.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person;

- 2.19 “QSE” means a qualifying small business enterprise 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; and
- 2.20 “proof of B-BBEE status level of contributor” means:
- (i) B-BBEE status level certificate issued by an authorized body or person;
  - (ii) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - (iii) Any other requirement prescribed in terms of the B-BBEE Act.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

### 5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1                                  | 10                              | 20                              |
| 2                                  | 9                               | 18                              |
| 3                                  | 6                               | 14                              |
| 4                                  | 5                               | 12                              |
| 5                                  | 4                               | 8                               |

|                           |   |   |
|---------------------------|---|---|
| 6                         | 3 | 6 |
| 7                         | 2 | 4 |
| 8                         | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit proof of its B-BBEE status level of contributor.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity only, provided that the entity submits their B-BBEE status level contributor.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level contributor in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends to sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract. The relevant EME must confirm its status with an original/ certified B- BBEE status level of contributor as contemplated in paragraph 1.4.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract. The relevant EME must submit proof of its B-BBEE status level of contributor as contemplated in paragraph 1.4.

## 6. BID DECLARATION

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

### 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: ..... = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by relevant proof of B-BBEE status level of contributor. Certificate must be in the original or a **certified** copy.

## 8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? **YES / NO** (delete which is not applicable).

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be sub-contracted? .....%
- (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? **YES / NO** (delete which is not applicable)

(Provide an original or certificate copy of sub-contractors B-BBEE status level of contribution certificate with quotation / bid.

- (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 least 51% owned by:   | EME<br>✓ | QSE<br>✓ |
|-------------------------------------------------------------------|----------|----------|
| 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                            |          |          |
| <b>OR</b>                                                         |          |          |
| Any EME                                                           |          |          |
| Any QSE                                                           |          |          |

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm: .....

9.2 VAT registration number: .....

9.3 Company registration number: .....  
:

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium  
☐ One person business/sole propriety  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? .....

9.8 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 contribution indicated in paragraph 1.3.1 & 5.1 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 paragraph 1.3.1 & 5.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBE status level of contribution 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. ....  
SIGNATURE

.....  
PRINT SURNAME AND INITIALS

.....  
SIGNATURE(S) OF BIDDER(S)

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

2. ....  
SIGNATURE

.....  
PRINT SURNAME AND INITIALS

DATE: .....

BIDDER'S 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?<br><b>(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).</b><br><br>The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page. | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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)?<br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>                                                                                                                                                                                                                                                                              | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                 |                                |



## CERTIFICATION

I, THE UNDERSIGNED (FULL NAME & SURNAME) .....  
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 of duly authorised representative  
responsible for completion of bid documents

.....  
Date

.....  
Position / Designation in bidding company

.....  
Name of bidder (Company)



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (NCP) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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 NCP 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 (NCP 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by: **Department Social Development, Northern Cape Provincial Government**  
do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ (Name of Bidder) that:



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.
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 consortium<sup>3</sup> 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.

<sup>3</sup> 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.



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 of duly authorised representative  
responsible for completion of bid documents

.....  
Date

.....  
Position / Designation in bidding company

.....  
Name of bidder (Company)



- 1 Corporate social investment does not form part of evaluation criteria, but shall be part of all preferred bidders' obligation in respect of all bids to the value of R500 000 (incl. VAT) and more.
- 2 The King Report I that sets guidelines and principles on corporate governance, published in 1994, refers to companies' obligation regarding corporate social investment. It is thus generally expected of corporate citizens to contribute towards community development as a means of ploughing back to communities. (Although other King Reports have been published subsequent to King Report I, the content of King Report I was not revoked).
- 3 The preferred bidder and department shall agree on the nature of corporate social investment. A service level agreement will be concluded between the department and the preferred bidder indicating *inter alia* the objectives and envisaged outcomes of corporate social investment. The letter of acceptance of the preferred bidders' offer shall indicate a departmental contact person regarding corporate social investment.
- 4 The final payment to the preferred bidder in respect of goods delivered or services rendered to the department will not be affected, provided the agreed corporate social investment as per the service level agreement has been completed.
- 5 Sliding scale for corporate social investment:
  - 5.1 Contract value (incl. VAT): R500 000 to R799 999 – 2% or R10 000 up to R16 000.
  - 5.2 Contract value (incl. VAT): R800 000 to R999 999 – 3% or R24 000 up to R30 000.
  - 5.3 Contract value (incl. VAT): R1 million to R1.9 million – 4% or R40 000 up to R76 000.
  - 5.4 Contract value (incl. VAT): R2 million to R2,9 million – 5% or R100 000 up to R145 000.
- 6 If contract value amounts to R3 million and above, corporate social investment will increase by two (2) of a percentage point.

I, the undersigned (print bidder's full names & surname): .....  
agree to meet my corporate social responsibility by means of an investment to a community(ies) as per sliding scale indicated in paragraph 5 of this NCP 9A and shall, in collaboration with the department, decide on the nature of the social investment and conclude a service level agreement with the department to that effect.

.....  
Bidder's Signature

.....  
Date



**NOTE:**

The purpose of this document is to:

1. Draw special attention to certain general conditions applicable to all government bids, contracts, orders and
2. To ensure that customers are familiar with the rights and obligations of all parties involved in doing business with government.

In this document word in the singular also mean the plural and *vice versa*.

Words in the masculine also mean 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 will be compiled separately for each bid (if applicable) and will supplement the general conditions of contract (GCC).
- Whenever there is conflict the provisions in the SCC shall prevail.



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## 1 DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bid documents for the receipt of bids. In the Northern Cape Province, the closing hour will be 11:00 as per Post Office's official time.
- 1.2 **"Contract"** means the written agreement entered into by and between the purchaser (department) and the supplier/service provider (preferred bidder), 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/service provider 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 anything of value to influence the action of a public official in the adjudication process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where minerals are mined, produce grown or goods produced or manufactured from where the services/goods are rendered or supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or pin purpose or utility from its components.
- 1.7 **"Day"** means a 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 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 markets its goods on own initiative in the Republic of South Africa (RSA) at lower prices than that of the country of origin. Such goods have the potential to harm local industries in the RSA.
- 1.12 **"Force majeure / Act of God/ nature"** means an event beyond the control of the supplier/service provider and not involving the suppliers'/service provider's fault or negligence and not foreseeable. Such events may include, but is not limited to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misinterpretation of facts in order to influence and acquisition 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 or non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** mean the General Conditions of Contract.
- 1.15 **"Goods"** mean 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 bid price represented by the cost of components, parts of materials which have been or are still to be imported (whether by the supplier or his subcontracts) and which cost are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock duty, sales duty or other similar tax duty at the South African place of entry, as well as transportation and handling charges to the factory in the RSA where the supplies covered by the bid will be manufactured.



- 1.17 **"Local content"** means that portion of the bid price that 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, works, or the rendering of a service.
- 1.20 **"Project site"** where applicable, means the place indicated in bid documents.
- 1.21 **"Purchaser"** means the department purchasing the goods, works or services.
- 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 transport and other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, cleaning, garden, security, maintenance, laundry and other such obligations of the supplier/service provider covered under the contract.
- 1.25 **"Written or in writing"** means handwritten in black ink or any form of electronic or mechanical writing. Faxed bid documents will not be accepted, nor e-mailed bid documents, unless stated as such in the invitation to bid.

## 2 APPLICATION

- 2.1 These general conditions are applicable to all bids, contracts and order, 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 bid documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, works or services.
- 2.3 Where such special conditions of contract are in conflict with these general conditions of contract, the special conditions shall apply.

## 3 GENERAL

- 3.1 Unless otherwise indicated in the bid 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 bid and other documents may be charged.
- 3.2 With certain exceptions, invitations to bid are published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the government Printer, Private Bag X85, Pretoria 0001.

## 4 STANDARDS

Goods supplied, works or services rendered shall conform to the standards in the bid documents and specifications.

## 5 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 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 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 person shall be made in confidence and shall extend only as far as may be deemed necessary for purchases of 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 all copies shall be submitted 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 supplier's performance and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6 PATENT RIGHTS**

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of 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 preferred 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 obligation 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:
- 7.3.1 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country, acceptable to the purchaser.
- 7.3.2 a cashier's or credit 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 warranties obligations, unless otherwise specified in SCC.
- 7.5 The above excludes construction contracts, road repairs, civil- mechanical- and electrical works.

## **8 INSPECTIONS, TESTS AND ANALYSES**

- 8.1 All pre-bid testing will be for the account of the bidder.
- 8.2 If it is a condition of the bid that supplies to be produced/services to be rendered should at any stage during production or execution or on completion, be subject to inspection. The premises of the bidder/contractor shall be open, at all reasonable hours for inspection by a representative of the department acting on behalf of the department.
- 8.3 If there are no inspection requirements indicated in the bid documents and no mention is made in the contract, but during the contract period it is deemed necessary that inspections shall be carried out, the purchaser shall make the necessary arrangements – including payment arrangements with the applicable testing authority.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 & 8.3 prove the supplies to be in accordance with the contract requirements, the purchaser shall defray the costs of the inspections, tests and analyses.
- 8.5 Where the supplies referred to in clauses 8.2 & 8.3 do not comply with the contract requirements, irrespective of whether such supplies are accepted or not, the supplier shall defray the costs of the inspections, tests and analyses.



- 8.6 Supplies referred to in clauses 8.2 & 8.3 that do not comply with the contract requirements shall be rejected.
- 8.7 Contracted supplies may on or after delivery be inspected, tested or analysed and may be rejected if found to be non-compliant with the requirements of the contract. Such rejected supplies shall be stored at the cost and risk of the supplier who shall, when called upon, remove it immediately at his own cost and forthwith substitute it with supplies that do comply with the requirements of contract. Upon failure by the supplier to remove rejected supplies, the purchaser shall return such rejected supplies at the supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier the opportunity to substitute the rejected supplies, purchase supplies meeting contract requirements elsewhere, as may be necessary at the expense of the supplier.
- 8.8 Provisions of clauses 8.4 & 8.7 shall not prejudice the right of the purchaser to cancel the contract, because of a breach of conditions thereof, or to act in terms of clause 23 of GCC.

## **9 PACKAGING**

- 9.1 The supplier shall provide such packaging of goods as is required to prevent damage or deterioration during transit to the final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packaging, 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 packaging, marking and documentation within and outside the packages shall comply strictly with special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC and in any subsequent instructions given by the purchaser.

## **10 DELIVERY AND DOCUMENTS**

Delivery of the goods shall be made by the supplier in accordance with the items specified in contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

## **11 INSURANCE**

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 SCC.

## **12 TRANSPORTATION**

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

## **13 INCIDENTAL SERVICES**

The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- 13.1 performance of supervision of on-site assembly and/or commissioning of goods supplied;
- 13.2 furnishing of tools required for assembly and/or maintenance of goods supplied;



- 13.3 furnishing of a detailed operations- and maintenance manual for each appropriate unit of goods supplied;
- 13.4 performance of supervision, maintenance and/or repair of the goods supplied for a period agreed upon by the parties, provided that this service shall not relieve the supplier of any warranty, obligations under this contract; and
- 13.5 training of the purchaser's personnel, at the supplier's plant and/or on-site, in the assembly, start-up, operation, maintenance and/or repair of goods supplied.

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 prevailing rates charged to other parties by the supplier for similar services.

#### **14 SPARE PARTS**

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

- 14.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that his election shall not relieve the supplier of any warranty obligations under the contract; and
- 14.2 In the event of termination of the spare parts:
  - 14.2.1 advance notification to the purchaser of the pending termination, insufficient time to permit the purchaser to acquire the required spare parts; and
  - 14.2.2 following such termination, furnish – at no cost to the purchaser- the blue prints, drawings and specifications of the spare parts, upon request of the purchaser.

#### **15 WARRANTY**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, all recent improvements are incorporated in the design and material unless otherwise stipulated 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 based on the purchaser's specifications) of from any act or omission of the supplier, that may develop under normal use of the goods supplied 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 otherwise specified in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising in respect of such a 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 has been notified but fail to remedy the defect(s) within the period specified in SCC, the purchaser may take 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 effected to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 The purchaser shall effect payment expeditiously, but within thirty (30) days after receipt of a correct and original invoice.

16.4 Payment will be made in RSA currency i.e. Rand – unless otherwise stipulated in SCC.

## **17 PRICES**

Prices charged by the supplier/service provider for goods delivered and/or services performed under the contract shall not vary from the prices offered by the supplier/service provider in the bid. The exceptions will be price adjustments authorised in SCC or in the event of extension of validity requested by the purchaser.

## **18 CONTRACT AMENDMENTS**

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**

The supplier/service provider 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**

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

## **21 DELAYS IN THE SUPPLIER/SERVICE PROVIDER'S PERFORMANCE**

21.1 Delivery of the goods and/or performance of services shall be made by the supplier/service provider in accordance with the time schedule prescribed in the contract.

21.2 If at any time during performance of the contract the supplier/service provider or its subcontractor(s) should encounter conditions impeding timely delivery of goods/services, the supplier/service provider shall promptly notify the purchaser in writing of the delay, the anticipated duration of the delay and its cause(s). Upon receipt of the supplier/service provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier/service provider's deadline for delivery of goods/services with or without penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall prohibit the acquisition of goods/services from a national department, provincial department or local authority.



21.4 The right is reserved to acquire outside of the contract small quantities or to have minor essential services executed in the event of an emergency, the supplier's point of supply/delivery is not situated at or near to the location/site where goods /services are required, or the supplier/service provider's services are not readily available.

21.5 Except as provided under GCC clause 25, a delay by the supplier /service provider in the performance of its delivery obligation shall render the supplier/service provider 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 delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and quantity in substitution of goods not supplied/delivered as per the contract. Any goods delivered by the supplier at a later stage shall be returned to the supplier at the suppliers' expense and risk. Alternatively, the purchaser may cancel the contract and/or purchase goods required for completion of the contract. Without prejudice to its other rights, the purchaser shall be entitled to claim damages from the supplier.

## 22 PENALTIES

Subject to GCC clause 25, if the supplier/service provider fails to deliver any or all 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 for default sent the supplier/service provider, may terminate the contract in whole or in part:

- 23.1.1 if the supplier/service provider fails to deliver any or all goods or perform the services within the period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 21.2.
- 23.1.2 if the supplier/service provider fails to perform on any obligations of the contract.
- 23.1.3 if the supplier/service provider, in the opinion of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in the performing of the contract.

23.2 In the event that the purchaser terminates the contract in whole or in part, the purchaser may acquire, upon such terms and in such manner as it deems appropriate, goods, works, or services similar to those undelivered/not performed, the supplier/service provider shall be liable to the purchaser for any excess costs for such 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/service provider by prohibiting such supplier/service provider from doing business with the public sector for a period not exceeding ten (10) years.

23.4 If a purchaser intends imposing a restriction on a supplier/service provider, the latter 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/service provider fail



to respond within the fourteen (14) days the purchaser may regard the intended penalty as not objected and may impose it on the supplier/service provider.

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 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:

- 23.6.1 name and address of the supplies/service provider and/or person restricted by the purchaser;
- 23.6.2 date of commencement of the restriction;
- 23.6.3 period of restriction; and
- 23.6.4 reasons for the restriction.

These details will be loaded unto National Treasury's central database of suppliers/service providers and 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, 12 of 2004, the court may also rule that such a 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 (5) years and not more than ten (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 for Tender Defaulters may be viewed on National Treasury's website.

## **24 ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

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 rights is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or 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 monies (if any) that may otherwise be due to the contractor with regard to supplies/services delivered or performed, or is to be delivered/performed in terms of the contract or any other amount which may be due to him.

## **25 FORCE MAJEURE / ACT OF GOD / NATURE**

25.1 Notwithstanding the provisions of GCC clauses 22 & 23, the supplier/service provider shall not be liable for forfeiture of its performance, security, damages or termination for default if and to the extent that delay in performance or other failure to perform obligations under the contract is the result of an event of *force majeure*.



25.2 If a *force majeure* situation arises, the supplier/service provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier/service provider shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the *force majeure* event.

## 26 TERMINATION FOR INSOLVENCY

The purchaser may at any time terminate the contract by giving written notice to the supplier/service provider if the supplier/service provider becomes bankrupt or otherwise insolvent. In such an event, termination will be without compensation to the supplier/service provider, 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/service provider in connection with or arising from 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/service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may commence 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 and procedures specified in SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

27.5.1 the parties shall continue to perform their respective obligations under the contract unless they agree otherwise;

27.5.2 the purchaser shall pay the supplier/service provider all monies due to the supplier/service provider.

## 28 LIMITATION OF LIABILITY

28.1 Except in cases of criminal negligence, wilful misconduct or in the case of infringement pursuant to clause 6;

28.1.1 the supplier/service provider 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, loss of profits or interest costs, provided that the exclusion shall not apply to any obligation of the supplier/service provider to pay penalties and/or damages to the purchaser; and

28.1.2 the aggregate liability of the supplier/service provider to the purchaser, whether under 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

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

The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

### 31 NOTICES

31.1 Every written acceptance of bid shall be posted to the preferred bidder by registered mail and any other notice shall be posted by ordinary mail to the address furnished in the 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 written acceptance of a bid has been issued shall be reckoned from the date of posting of such notice.

### 32 TAXES AND DUTIES

32.1 A foreign supplier/service provider shall be entirely responsible for all taxes, stamp duties; license fees and other such levies imposed outside the purchaser's country.

32.2 A local supplier/service provider shall be entirely responsible for all taxes, stamp duties; license fees and other such levies incurred until delivery/performance of the contracted goods/services 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 an original, valid tax clearance certificate submitted by the bidder. The tax clearance certificate – Tender – must be issued by the South African Revenue Services.

### 33 NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

The National Industrial Participation Programme (NIP) administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation, i.e. exceeding the threshold of \$10 million (American Dollars).

### 34 PROHIBITION OF RESTRICTIVE PRACTICES

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or a contractor(s), based on reasonable ground 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 a 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 claim damages from the bidder(s) or contractor(s) concerned.