



Province of the
EASTERN CAPE
OFFICE OF THE PREMIER

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF LIVESTREAMING & AUDIO-VISUAL SERVICES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

BID NO: SCMU 1-23/24-0001

NAME OF BIDDER:	
CSD NUMBER	
CLOSING DATE	03 MAY 2023
CLOSING TIME	11H00 am
BID TOTAL AMOUNT (INCLUDING VAT)	R.....

PREPARED BY:

SUPPLY CHAIN MANAGEMENT UNIT

OFFICE OF THE PREMIER

PRIVATE BAG X 0047

BHISHO

Website: www.ecprov.gov.za



TABLE OF CONTENT

DESCRIPTION	PAGE
Bid Notice	3
Special Conditions of Bid	4-6
Specification	7-19
Invitation to bid (SBD 1) PART A	20
Terms and Conditions for bidding PART B	21
General conditions of contract	30-42



BID NOTICE

BID NO: SCMU 1-23/24-0001

Bids are hereby invited for BID:

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF LIVESTREAMING & AUDIO-VISUAL SERVICES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

AVAILABILITY OF DOCUMENT

Bid documents will be available as from 05th of April 2023. Bid documents will be available on National Treasury's tender portal

(<http://www.etenders.gov.za/content/advertised-tenders>) or from Eastern Cape Office of the Premier 's website (www.otp.ecprov.gov.za) under procurement.

SUBMISSION OF DOCUMENTS

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description must be deposited in the bid box situated at Office of the Premier, Independence Avenue old ECDC Building, Ground Floor (Reception Area) not later than **11:00AM ON the 03RD OF MAY 2023** when bids will be opened in public.

BID EVALUATION

The bid will be evaluated in three (3) phases as follows:

Phase 1: Pre-qualification Criteria (SCM Compliance Requirements)

Phase 2: Price and Specific Goals

(Phase 1): SCM Compliance Requirements	(Phase 2) : Price and Specific Goals
Bidders must submit all documents on under mandatory requirements. Only bidders that comply with ALL these criteria will proceed to Phase 2	In terms of the Preferential Policy Framework Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, (Act No 5 of 2000), responsive bids will be evaluated in terms of 80/20 preference point system. Eighty (80) points will be allocated for the price and twenty (20) points for specific goal.

SUPPLY CHAIN MANAGEMENT ENQUIRIES

Name: Sinoluhlu Maya

Email Address: sinoluhlu.maya@ecotp.gov.za



SPECIAL CONDITIONS OF BID:

1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Department" in these conditions shall mean the OFFICE OF THE PREMIER

2. EXTENT OF BID

This contract is for the:

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF LIVE STREAMING & AUDIO-VISUAL SERVICES FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Department will constitute a contract binding on both parties, and the Department may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract, should it be requested in the Term of Reference

4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or only bid will not necessarily be accepted.***

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Department prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.

It may be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to The Department for scrutiny.

Failure to do so within 21 (twenty-one) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.



7. SIGNING OF DOCUMENTS

Bidders are required to return the complete set of documents duly signed.

In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this quotation will bind all the directors/ members of the enterprise and will therefore render the quotation valid. In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the quotation. In the case of a joint venture or consortium, at least one director/ member of each of the parties need to sign the joint venture or consortium agreement. Furthermore, in the case of a joint venture or consortium at least one director/ member of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of **90 (Ninety)** days from the closing date as stipulated in the Bid document.

9. PENALTY PROVISION

9.1 Should the successful Bidder:

- a) Withdraw the Bid during the afore-mentioned period of validity; or
- b) Advise the Department of his / her / their inability to fulfil the contract; or
- c) Fail or refuse to fulfil the contract; or
- d) Fail or refuse to sign the agreement or provide any surety if required to do so;

The Department may hold the bidder responsible for and the bidder is obligated to pay to the Department:

- a) All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.
- b) The difference between the original accepted Bid price (inclusive of escalation) and:
 - i. A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or
 - ii. A new Bid price (inclusive of escalation).

9.2 Should the successful Bidder fail to deliver; provisions of the General Conditions of Contract will apply.

9.3 Disputes between the Department and a bidder (if any) will be dealt with in the form of litigation.

9.4 The penalties will be as per the SLA or Project Charter which will be signed after the awarding of the contract

10. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

11. PRICE ESCALATION



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

STATS SA P0141 (CPI), Table E	Table E - All Items
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12. AUTHORITY TO SIGN BID DOCUMENTS

- a) In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.
- b) In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
- c) If a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.

13. DURATION OF THE BID

The successful bidder will be contracted for the period of twenty-four (24) months, limited to the items listed on the tender document.

14. DELIVERY PERIODS

Delivery periods and relevant dates will be provided in the Service Level Agreement (SLA).

15. DISPUTES OR LIABILITIES

If disputes/ liabilities cannot be resolved by internal systems, the disputes will be settled by litigation.

This paragraph replaces paragraph 29 in the General Conditions of Contract.

16. CLOSING DATE / SUBMITTING OF BIDS

16.1 Bids must be submitted in sealed envelopes clearly marked :

16.2 The completed bid documents must be deposited in the bid box, Office of the Premier Building, Ground Floor (Reception Area), Bhisho not later than **the 03rd of MAY 2023 at 11AM** when bids will be opened in public.

17 NEGOTIATIONS WITH THE IDENTIFIED PREFERRED BIDDER

17.1 The Bid will be awarded to the bidder who scores the highest PPPFA points, calculated based on the total price offered. However, the final terms of this bid may be subjected to negotiation with the identified preferred bidder, should a need arise.

17.2 The Department may negotiate for additional resources from the successful bidder, should it be deemed necessary.





Province of the
EASTERN CAPE
OFFICE OF THE PREMIER

TERMS OF REFERENCE

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF
LIVESTREAMING AND AUDIO-VISUAL SERVICES FOR A PERIOD OF TWENTY-
FOUR (24) MONTHS**

BID NO: SCMU 1-23/24-0001



1. BACKGROUND

- 1.1. Since the declaration of the COVID-19 pandemic in 2020, nations across the world had to adapt to the new normal, where programmes, meetings, and events in general, were held virtually or in a hybrid manner. South Africa and the Eastern Cape form part of the global community and have since adapted to the new way of doing things.

Livestreaming has become one of the services in demand, due to its efficiency. The digital service has assisted Provincial Government in limiting the number of people in physical attendance at events, meetings, or briefings, during strict lockdown periods. The service has also assisted Government to reach more citizens when disseminating information, at a more cost-effective manner, due to its ability to reach wider audience on their mobile devices.

Livestreaming of Provincial Government programmes enhances the work of Provincial Communication and when done professionally, it impacts positively on the perception and presence of the Provincial Government.

2. OBJECTIVE

- 2.1. Provincial Communication Service in the Office of the Premier is looking for a reputable service provider with verifiable experience and proven track record, to provide livestreaming services for 24 months.

3. SCOPE OF WORK

- 3.1. 5 X Normal livestreaming **a month** for 5 hours per livestream – for the duration of 24 months.
- 3.2. 2 X SOPA livestreaming in **February 2024 and 2025** (fully-fledged service with own sound and ability to feed media houses and the chamber).
- 3.3. **6 X Budget policy speeches - 3 in March 2024 and 3 in March 2025** - (fully-fledged service with own sound and ability to feed media houses and the chamber).

Venue: Across the Eastern Cape Province

Quantity: 120 programmes (normal livestreaming)

6 programmes (fully fledged service with own PA system and AV feeds for chamber and Media houses).

4. PRODUCTION SPECIFICATION

- 4.1. 4 X High-Definition Broadcast Quality Cameras equivalent or higher than SONY NX100 (SOPA and Policy speeches will require 3 additional cameras).
- 4.1.1. Camera 1: Close up shot of main speaker
- 4.1.2. Camera 2: Wide shot of main speaker and cutaways



-
- 4.1.3. Camera 3: Crowd shots
 - 4.1.4. Camera 4: Sign Language Interpreter
 - 4.1.5. **Please note that for SOPA and Policy speeches, an addition of three more cameras will be required.**
 - 4.2. Vision Mixing Desk with display of 5 audio visual feeds
 - 4.3. Vision mixer to have capability of picture in picture for Sign Language Interpreted
 - 4.4. Ability to play back video and images during speeches from external source
 - 4.5. Preview and Live Monitors
 - 4.6. Independent Communications Desk between Production Director and Camera persons
 - 4.7. Audio mixing desk for monitoring and adjusting sound for live broadcast during the speeches
 - 4.8. Engineering monitors for calibrating camera picture quality and exposure levels (this is very important to ensure that all cameras are the same color and exposure)
 - 4.9. Graphics and editing capability for usage of logos and artwork to create products per livestream **(ability to character generate during a live broadcast)**
 - 4.10. Independent wireless communication headsets for talking between camera operators and Production Director

5. Technical Crew

- 5.1. Vision Mixer Control Engineer
- 5.2. Audio Mixer Control Engineer
- 5.3. Caption Generator and Cueing of pre-compiled video clips Technician/Operator
- 5.4. Sound engineer for Public Address System
- 5.5. Standby Engineer for Visual Systems
- 5.6. Standby Engineer for Audio Systems

6. Audio Setup

- 6.1. 1 X Public Address System to feed audio from the Podium to the Broadcast Console.
- 6.2. 2 X Gooseneck Microphones for Podium to Broadcast Console (this applies for SOPA and policy speeches mainly).
- 6.3. 3 X lapel microphones for speakers
- 6.4. Analog and Digital Distribution boxes with a minimum of 8 XLR and/or Jack outputs to provide independent audio for Radio broadcast and journalists
- 6.5. 3 X roving microphones for extra interactions when necessary

7. Lighting Setup

- 7.1. 1 X Set of lights to be used in the main venue



8. Additional Setup

- 8.1. 1 X Genset Generator to Power the Production and Livestreaming facility

9. EXPECTED DELIVERABLES

- 9.1. The successful bidder will be required to supply livestreaming services as per the attached specification and pricing schedule (Annexure A).
- 9.2. The successful bidder will be required to provide livestreaming services on Government owned platforms (Facebook, Twitter, and YouTube), as per the dates mentioned above.
- 9.3. The successful bidder must be ready to travel across the Province for Provincial Government programmes.
- 9.4. The successful bidder must be ready to deliver the livestreaming services at short notice.
- 9.5. Package the video recording of the livestreamed programmes for reporting and accounting purposes.
- 9.6. Provide a usable link to the livestreaming for the event and schedule the broadcasting time, using a holding slide and/or playback material.
- 9.7. Be prepared to connect virtual audience **from the main venue** via virtual platforms such as MS Teams, Zoom or Skype.
- 9.8. Make use of the blackmagic Web Presenter, blackmagic software and professional Cameras with High-definition quality when livestreaming (no cell phone or laptop livestreaming is allowed).
- 9.9. Have unlimited data for livestreaming, as well as network boosters to afford streaming in the most remote rural areas. Make use of various networks to ensure that the strongest one is used for livestreaming.
- 9.10. The technical crew in terms of all technical production technicians, standby technicians, camera operators and crew et al, must be sourced by the Service Provider, and as a non-negotiable criterion, be on par with national and international broadcasting competencies for their respective field of specialization.
- 9.11. Provide adequate lighting during a livestreaming.
- 9.12. Provide own power supply and audio feed as the venue facility is not guaranteed.
- 9.13. Provide PA system services on request, as part of the package.
- 9.14. Provide professional microphones during the livestreaming to cater for the audience watching the programme online and on social media platforms.
- 9.15. Provide a video and audio feed to journalists or other broadcasters on request
- 9.16. Live edit to be provided to Eastern Cape Office of the Premier on a Hard Disk Drive at the end of the production and the clean raw footage at the end of each month.
- 9.17. The successful bidder must produce quality work as per requirements in the Scope of Work



10. COMMUNICATION AND REPORTING

The successful bidder will report operationally to:

- 10.1. **Director: Media Relations and Content Production Management**, regarding any administrative processes.
- 10.2. The department may appoint a Liaison Officer with regards to technical issues and any other issues when need arises.

11. DURATION OF THE CONTRACT

The successful bidder shall render the required services over a period of twenty-four (24) months. The successful bidder is expected to enter into a Service Level Agreement (SLA) with OTP after the award of the contract. OTP reserves the right to terminate the contract should the successful bidder fail to perform according to the requirements stipulated in the terms of reference.

12. CONDITIONS OF THE CONTRACT

- 12.1. The successful bidder must be willing to work under pressure, always be available 24 hours, including weekends and public holidays and willing to travel around the Eastern Cape.
- 12.2. The successful bidder must have premises or offices within the Eastern Cape, from which business will be conducted within twenty-one (21) days upon receipt of appointment letter.

13. INTELLECTUAL PROPERTY RIGHTS

The final product of the livestreaming service rendered will remain the property of the Eastern Cape Office of the Premier. The service provider will have to request permission from this office, if they wish to utilize the existing footage for other purposes, outside of the work they have been appointed to perform. This will be done formally through writing to the Director-General in the Eastern Cape Office of the Premier.

14. BID PRICING STRUCTURE

- 14.1. Bidders must include all price escalations during the period of the contract in the attached specification and pricing schedule (Annexure A).
- 14.2. Service providers who are registered as VAT vendor their prices must be inclusive of VAT, and those service providers who are not registered as vendors their prices will be exclusive of VAT as such bidders must absorb any escalations.



15. BID EVALUATION CRITERIA

The bid will be evaluated in three (03) phases as follows:

- a) **Phase 1:** Mandatory Requirements and SCM Compliance
- b) **Phase 2:** Price and Specific Goals

15.1. MANDATORY REQUIREMENTS

Bidders must comply with all the requirements listed below:

- 15.1.1. Bidders must submit portfolio of evidence - **a sample of 5 livestreaming programmes with titles-** on a hard disk drive or USB on the work done previously, in the past five years (**April 2018 – March 2023**). No submission of any production work (i.e., documentary, corporate video, or any edited work) will be accepted as evidence.
- 15.1.2. The bidder must submit a **minimum of three (03) testimonials/ reference letters** in the company letter head from the previous work done with contactable references in line with samples of livestreaming programmes submitted above.
- 15.1.3. Bidders must provide a signed letter confirming proof of resources:
 - Personnel: **technician and one project leader**
 - Equipment to render the services outlined in the Scope of work
- 15.1.4. Bidders should provide online channel or social media page **created by themselves** (Refer to Annexure C)
- 15.1.5. Bidders should provide **online channels and social media pages they have livestreamed on.**

NOTE: FAILURE TO MEET ALL OF THE ABOVE REQUIREMENTS WILL RESULT IN A BID BEING DISQUALIFIED.



16. PHASE 1: COMPLIANCE

Document that must be submitted	Explanatory information
1. Invitation to Bid – SBD 1	Complete and sign the supplied document
2. Tax Compliance Status	In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification as well SARS e-filing verification outcome will take precedence.
3. Declaration of Interest – SBD 4	Complete and sign the supplied document
4. Preference Point Claim Form –SBD 6.1	Complete and sign the supplied document
5. Registration on Central SupplierDatabase (CSD)	Service Provider must be registered on Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit CSD printout as proof of registration.

17. PHASE 2: PRICE & SPECIFIC GOALS

In terms of the Preferential Policy Framework Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, (Act No 5 of 2000), responsive bids will be evaluated in terms of 80/20 preference point system. Eighty (80) points will be allocated for the price and twenty (20) points for specific goal.

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

Preferential goal	Number of Points for Preference (80/20)
South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993)	3

Preferential goal	Number of Points for Preference (80/20)
Women	5
Persons with disabilities	3
Promotion of Youth	5
Enterprises located in the Eastern Cape	2
Military veterans	2

18. COMMUNICATION

All communication or correspondence concerning this bid should be directed as follows:

Regarding Terms of Reference:	Regarding SCM Information
Ms. Ntsoaki Thulo Office of the Premier Bhisho email: ntsoaki.thulo@ecotp.gov.za	Mr. V. Nkonki Supply Chain Management Bhisho email: vuyo.nkonki@ecotp.gov.za

ANNEXURE A– BIDDERS MUST FULLY COMPLETE THE FOLLOWING TABLE INDICATING THEIR TRACK RECORDS AND REFERENCES

NO.	COMPANY / CLIENT'S NAME	VALUE OF THE ORDER/CONTRACT	DESCRIPTION OF SERVICE	CONTACTABLE REFERENCES		
				NAME OF CONTACT PERSONS	WORK E-MAIL ADDRESS	WORK TELEPHONE NUMBERS
1.						
2.						
3.						
4.						
5.						

NB: Please attached proof of an order/s or invoices for the above claim.

Bidders Name: _____

Date: _____

Signed by: _____

Signature: _____

ANNEXURE B: PRICING SCHEDULE

Name of bidder.....Bid number.....

No	Description	Estimated Quantity	Unit Price	Total Contract Price (VAT. Incl.)
NORMAL LIVE STREAMING				
1.	Camera operation	4		
2.	Vision mixing	2		
3.	Lighting	1 set of lights (3 minimum)		
4.	Character generation (graphics)	1		
5.	Sound (including PA system)	3		
6.	Livestreaming (data and network usage)	3		
7.	Editing	1		
8.	Packaging of final product	1		
9.	Art Direction	1		
10.	Generator			
SOPA & POLICY SPEECHES LIVESTREAMING				
11.	Camera operation	7		

APPOINTMENT OF A SERVICE PROVIDER FOR PRINTING SERVICES OF STATUTORY AND AD-HOC DOCUMENTS FOR THE
EASTERN CAPE OFFICE OF THE PREMIER (ECOTP) FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS IN THE OFFICE OF THE PREMIER

No	Description	Estimated Quantity	Unit Price	Total Contract Price (VAT. Incl.)
12.	Vision mixing	4		
13.	Lighting	2 sets of lights (6 minimum)		
14.	Character generation (graphics)	2		
15.	Sound (including PA system)	3		
16.	Livestreaming (data and network usage)	4		
17.	Editing	12		
18.	Packaging of final product	12		
19.	Art Direction	3		
20.	Generator	1		
21.	Video control Engineer	2		
22.	Audio Control Engineer	2		
TOTAL BID PRICE				

Bidders Name: _____

Date: _____

Signed by: _____

Signature: _____

ANNEXURE C– BIDDERS MUST FULLY COMPLETE THE FOLLOWING TABLE (TO BE REVISED)

QUANTITY	SOCIAL MEDIA PAGE/S CREATED	DATE CREATED
e.g. 2	1. Name of Social media page and/or 2. Name of online channel	Provide date when channel/page was created (e.g 20 April 2016)
QUANTITY	SOCIAL MEDIA PAGE/S OR CHANNELS LIVESTREAMED ON	PERIOD OF LIVESTREAM
Give quantity of pages/channels to be mentioned in the next column	Name social media pages or online channels here	e.g. 21 April 2019

NB: Proof of livestreamed programmes should form part of programmes submitted on USB/Hard drive for the above claim.

Bidders Name: _____

Date: _____

Signed by: _____

Signature: _____

19. SUPPLIER DUE DILIGENCE

- 19.1. OTP reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include interviews, presentations, and requests for additional information.

20. SUBMISSION OF PROPOSALS

- 20.1. Bid documents must be placed in the bid box situated at OTP (ECDC building), Ground Floor at security, Independence Avenue, Bisho OR couriered to the aforesaid address on or before the closing date and time. Service Providers who courier document must ensure that the document is placed in the bid box before the closing date and time.
- 20.2. Bid documents will only be considered if received by OTP before the closing date and time, regardless of the method used to send or deliver such documents to OTP.

**PART A
SBD 1
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)					
BID NUMBER:	SCMU1-2023/24-0001	CLOSING DATE:	03 MAY 2023	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF LIVESTREAMING AND AUDIO-VISUAL SERVICES FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
EASTERN CAPE OFFICE OF THE PREMIER					
INDEPENDENCE AVENUE OLD ECDC BUILDING, GROUND FLOOR (RECEPTION AREA)					
GROUND FLOOR (RECEPTION AREA)					
BHISHO, 5605					
BIDDING PROCEDURE ENQUIRIES MUST BE DIRECTED TO			TECHNICAL ENQUIRIES MUST BE DIRECTED TO:		
CONTACT PERSON	MS. SINOLUHLU MAYA		CONTACT PERSON	MS. N. THULO	
TELEPHONE NUMBER	067 429 1519		TELEPHONE NUMBER	082 639 0748	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Sinoluhlu.maya@ecotp.gov.za		E-MAIL ADDRESS	Ntsoaki.thulo@ecotp.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g., company resolution)

DATE:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

2.2

Full Name	Identity Number	Name of institution	State

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned,
(name)..... in
submitting the accompanying bid, do hereby make the following statements that
I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	
Signature	Date

.....	
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated **Not to exceed R50 000 000** (all applicable taxes included) and therefore the **80 / 20 Preference Point System shall be applicable.**

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro 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;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE us level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“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;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 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-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....
.....

GENERAL CONDITIONS OF CONTRACT

A. TABLE OF CLAUSES

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

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the provider, 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 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 any thing of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.

4. Standards

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

5. Use of contract documents and information; inspection

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

- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

7. Performance security

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided

that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their 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 good's 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 such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. Spare parts

- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- i. Such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
 - ii. in the event of termination of production of the spare parts:

- a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- b) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 payment will be made in Rand unless otherwise stipulated.

17. Prices

- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Increase/decrease of quantities

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

20. Assignment

- 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

21. Subcontracts

- 21.1 The 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 provider from any liability or obligation under the contract.

22. Delays in the provider's performance

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.

22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the 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.

22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

23. Penalties

23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed good 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.

24. Termination For Default

24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:

- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; or
- (b) if the provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping And Counter-Vailing Duties And Rights

25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or

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

26. Force Majeure

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. Termination For Insolvency

- 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the 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,

28. Settlement Of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 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 provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation Of Liability

29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the 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, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

31. Applicable Law

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

32. Notices

32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

33. Taxes And Duties

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

- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer Of Contracts

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

