



an agency of the
Department of Sport, Arts and Culture

TENDER NO: FP02/2022PO

NAME OF BIDDER:

CSD NUMBER:

Prepared by:
Freedom Park
Cnr Koch & 17th Ave
SALVOKOP
PRETORIA
0001
Tel: 0123364000

BID CLOSES

DATE: 17 August 2022

Only bidders registered on the central supplier database and with CSD Number will be considered for this tender as it is a requirement from National Treasury.

BIDS ARE HEREBY INVITED FROM SUPPLIERS FOR THE FOLLOWING BID:

BID NO	DESCRIPTION	DEPART.	CONTACT PERSON	COMPULSORY BRIEFING SESSION	CLOSING DATE
FP02/2022PO	Request for proposals for the appointment of a professional service provider: to provide Facility Management services for Freedom Park for a period of 5 years	Park Operations	Edward Buthelezi 012 336 4003 edward@freedompark.co.za	04 August 2022 Freedom Park Restaurant Parking, Cnr Koch & 7 th Ave, SALVOKOP, Pretoria Time: 100hAM	17 August 2022 Time: 11h00am

BID DOCUMENT CAN BE DOWNLOADED FROM:

- Freedom Park website: www.freedompark.co.za
- National Treasury website: www.e-tenders.gov.za

Each Tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at

Freedom Park Administration Building between 08h00am to 16h00 pm

Cnr Koch & 7th Avenue

SALVOKOP

PRETORIA, 0001

Technical enquiries: *Ms Mologadi Moshapo*, 012 336 4198 or mologadi@freedompark.co.za

Supply Chain enquiries *Mr Edward Buthelezi* 012 336 4003 or edward@freedompark.co.za

Bids should remain valid for a period of 120 days after the closing date

Bids received after the closing date and time will not be considered. Freedom Park does not bind itself to accept the lowest or any other bid in whole or in part

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	LIST OF MANDATORY RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF THE BID	
	Company Registration Certificate(s)	
	Valid Copy or original Tax Clearance Certificate or Unique Pin	
	CSD Report or MAAA number	
	Copy of RSA ID document (s) for the company owner (s) or (Directors) shareholders – certified not older than 3 months	
	Original bid document	
	Fully completed Standard Bidding Documents	
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1 VERY IMPORTANT NOTICE OF DISQUALIFICATIONS

- 1.1 A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.
“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.
- 1.2 If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
- 1.3 If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
- 1.4 The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- 1.5 The bid has been submitted after the relevant closing date and time.
- 1.6 If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the Freedom Park or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
- 1.7 The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
- (a) Who is in the service of the state, or;
 - (b) If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state;
 - (c) Who is an advisor or consultant contracted with the Freedom Park in respect of contract that would cause a conflict of Interest?
- 1.8 Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector
- 1.9 Bid offers will be rejected if the bidder has abused the Freedom Park Supply Chain Management System.
- 1.10 Failure to complete and sign the certificate of independent determination or disclosing of wrong information.
- 1.11 Failure to sign below and submit the above will lead to immediate disqualification

Bidder Signature (compulsory)

2 CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable.)

COMPANY /PARTNERSHIP /ONE-PERSON BUSINESS /CLOSE CORPORATION/
JOINT VENTURE

A. COMPANIES

If the bidder is a company, a certified copy of the resolution of the Board of Directors, personally signed by the chairperson of the board, authorizing the person to signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the board of Directors on.....20....., Mr. / Ms

.....has been duly authorized to sign all documents in connection with

BID NO. FP02/2022PO

SIGNED ON BEHALF OF THE COMPANY:

.....

IN HIS CAPACITY AS:

.....

DATE:

.....

SIGNATURE OF

SIGNATORY:

WITNESSES:

1.

.....

2.

.....

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....		
.....		
.....		

We, the undersigned partners in the business trading as

Hereby authorize to sign

this bid as well as any contract resulting from the bid and any other documents

and correspondence in connection with this bid / or contract on our behalf.

..... Signature	 Signature	 Signature
..... Date	 Date	 Date

C. ONE-PERSON BUSINESS

I, the undersignhereby confirm that I am the
sole owner of the business trading as.....

.....
Signature

.....
Date

D. CLOSE CORPORATION

If the case of a close corporation submitting a bid, a certified copy of the founding Statement of such corporation shall be included with the Bid, together with a resolution by its members authorizing a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the members at the meeting on the20.....at
.....Mr. / Mswhose signature appear below,
has been duly authorized to sign all documents in connection with **BID NO.**

FP02/2022PO

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

.....

IN HIS / HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES:1

2.....

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize Mr. /Ms....., authorized Signatory of the company....., acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

3 BACKGROUND AND INTRODUCTION

- 3.1 The Freedom Park is a public entity legislated by the National Heritage Resources Act No. 25 of 1999, to provide a pioneering and empowering heritage destination that challenges visitors to reflect upon our past, improve our present and build on our future as a unified nation.
- 3.2 The Freedom Park is a dedicated precinct celebrating South Africa's heritage, a centre of knowledge aimed at creating a deeper understanding of the country and its people. Comprising many diverse elements, The Freedom Park will strive to accommodate all of the country's unfolding experience and symbols to tell one coherent story of the struggle of humanity for freedom in South Africa – the struggle for survival, land and resources and how they shaped the social, economic, political, cultural and historical landscape of the country; it will address gaps, distortions and biases to provide new perspectives on South Africa's heritage, challenging traditional narratives through a re-interpretation of the country's existing heritage site.
- 3.3 This key Presidential Legacy Project emanated from diverse sources including but not limited to civil society, non-governmental organizations, academics and various political interest groups. The emergency of Freedom Park was further prompted by the Truth and Reconciliation Commission who identified the need for Symbolic Reparation for victims of past atrocities.
- 3.4 These Terms of Reference describe the objectives scope of work, deliverables, roles and responsibilities, and time frame/period for this project. The Management of Freedom Park has the responsibility to ensure that Freedom assets are protected and all risks and threats in this regard are mitigated. To this end, the appointment of a Facilities Management Company becomes necessary in order to implement the recently approved preventative maintenance plan. This involves proactive, reactive and statutory maintenance.

3.4 Vision

- 3.4.1 To be leading National and International icon for humanity and Freedom.

3.5 Mission

- 3.5.1 To provide a pioneering and empowering heritage destination in order to mobilize for reconciliation and nation building in our country; to reflect upon our past, improving our

present and building our future as a united nation; to contribute continentally and internationally to the formation of better human understanding among nations and peoples

3.6 Objectives

3.6.1 The objective of the assignment is to establish a facilities management (FM) service for Freedom Park Museum infrastructure facilities at Cnr of Koch and 7th Avenue, Salvokop, Pretoria.

3.7 Legislative Compliance

3.7.1 The successful bidder is required to comply with the following legislation, not limited to:

- Occupational Health & Safety Act No.181 of 1993
- The Government Immovable Asset Management Act, Act no 19 of 2007 (GIAMA)
- The National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977)
- Machinery and occupational safety act 6 of 1983
- Hazardous Substance Act no.53 of 1992
- National Water Act 36 of 1998
- National Building Regulation and Building Standards Act 103 of 1977
- Labour Act 66 of 1995 as amended in 2002
- Basic conditions of employment. Act 75 of 1997
- Employment equity Act 55 of 1998

3.8 Professional Body

- **SAFMA** – South African Facility Management Association
- **SACAP**-Architectural profession the South African council for the architectural profession
- **SACPCMP**-Construction project management professionals the South African council for project and construction management professions
- Health and safety agents professionals
- **SACQSP**-Quantity surveying professionals the South African council for the quantity surveying profession
- **ECSA**-Engineering Council of South Africa for civil, structural, mechanical, and electrical engineering professionals

4 SITE INFORMATION

All Services will be at Freedom Park situated approximately 4km south of Church

Square of Pretoria CBD, on the corner of Koch and 7th Avenue, Salvokop.

The briefing session is compulsory; contractors are reminded to bring their own pen and paper for notes taking.

The venue for the session is the Freedom Park Restaurant area on the corner of Koch and 7th Avenue, Salvokop, Pretoria, Gauteng.

Compulsory briefing session: 04 August 2022

time: 10h00AM

5 GENERAL AND CONDITIONS UNDERTAKINGS BY BIDDER

- 5.1 The Bid forms should not be retyped or redrafted.
- 5.2 Bidder to submit marked original bid together with additional copy.
- 5.3 Black ink should be used when completing Bid documents.
- 5.4 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. Freedom Park will accept **NO** liability regarding anything arising from the fact that pages are missing or duplicated.
- 5.5 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to Freedom Park on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
- 5.6 Freedom Park reserve the right to conduct site inspection to do due diligent prior award of the tender to shortlisted service providers.
- 5.7 The appointment of a successful Service Provider shall be subject to all parties agreeing to mutually acceptable contractual terms and conditions. In the event of all parties failing to reach an agreement within 30 days from the appointment date, the Freedom Park reserves the right and shall be entitled to appoint the second contractor, cancel or re-advertise.
- 5.8 I/We agree that –

the offer herein shall remain binding upon me/us and open for acceptance by Freedom Park during the validity period indicated and calculated from the closing hour and date of the Bid; the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and

NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

- 5.8 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 5.9 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

Signature of Bidder:

Name of Signatory:

Capacity of Signatory:

Date:

Are you duly authorized to sign this **bid (Yes / No)?**

6 TENDER ABBREVIATIONS

DSAC	Department of Sport, Arts & Culture
FM	Facility Management
FP	Freedom Park
GIAMA	Government Immovable Asset Management Act
IAR	Monitoring the Immovable Asset Register

PFMA	Public Finance Management Act
PSP	Professional Service Provider
SARS	South African Revenue Services
SCM	Supply Chain Management
SLA	Service Level Agreement
SP	Service Provider
UAMP	User Assets Management Plan

7 TENDER SPECIFICATIONS

7.1 Project Description

7.1.1 Request for proposals for the appointment of a professional service provider: to provide Facility Management services for Freedom Park for a period of 5 years

7.1.2 Scope of services

The project scope entails the following hard (technical) and soft FM services:

- Study of the previously conducted condition assessment of all the infrastructure facilities Freedom Park and the maintenance requirements comprehensively;
- The development of the individual maintenance plans, including both planned and unplanned maintenance, for each of the Freedom Park facilities. The maintenance plans must be based on the results of the condition assessment and the 10 year overall maintenance plan;
- The development of individual detailed Bills of Quantities for each discipline with costing estimates for each immovable asset requiring refurbishment or renovations according to the maintenance plans.
- The updating the Department of Sport Arts and Culture (DSAC) User Asset Management Plan (UAMP) templates reflecting the information from the condition assessment reports for each immovable asset at all Freedom Park facilities;

- The development of the single point of contact for reporting, maintenance break down issues, dispatching maintenance response, and tracking of the executing of maintenance orders in terms of completeness and quality;
- The development of the comprehensive FM service plan and its implementation over the full contract period; and
- Monthly reporting on FM services in terms of implementation and financial progress against the developed FM and maintenance plans.
- Provision of Occupational Health and Safety for infrastructure and maintenance related project specific services and events for Freedom Park.
- **Every five-year cycle DSAC request that the public entities submit a revised condition assessment report. The service provider will be required to provide a condition assessment report of the state of Freedom Infrastructure for submission to DSAC. The last condition assessment was done in 2019.**

7.1.3 The Built Environment Professional Consulting Firm, Consortia, or Joint Venture will be appointed as a single business entity composing of the following professionals:

- Architectural Profession,
- Construction Project Management,
- Quantity Surveying Professionals,
- Civil/Structural Engineering Professionals,
- Mechanical Engineering Professionals,
- Electrical Engineering Professionals,
- OHS Professionals.

7.2 Work Plan

7.2.1 The appointed Professional Service Provider (PSP) will be required to develop a work plan that addresses all the tasks listed below and assign timelines for conclusion of each task. These must be presented in the form of a work plan that will be reviewed by the Infrastructure Support Manager: Parks Operation and approved by the CEO. The various levels of support will in all probability be conducted concurrently and not necessarily sequentially and this must be reflected in the work plan.

7.3 Functions to be performed

7.3.1 The following functions will be performed by the PSP throughout the duration of the appointment:

7.3.1.1 Review, monitor and update the Immovable Asset Register (IAR)

- The service provider will be required to study the immovable asset register and perform an audit. The audit must strictly follow the existing User Asset Management Plan (UAMP) prescripts as required by the Government Immovable Asset Management Act (GIAMA). The information gathered during the audits must then be used to update Freedom Park with credible and verified information.
- At the conclusion of this task the fully developed IAR shall be delivered in hard and soft copy for integration with overall Freedom Park assets register and record purposes. The veracity of the information captured in the IAR shall be confirmed by the Facilities Management Unit through various means prior to approving the developed IAR. This task will only be considered completed once approval of the updated IAR has been fully secured by the PSP.
- It must be noted that approval of the IAR per facility should be sought by the PSP on an as and when required/completed basis in consultation with Freedom Park.

7.3.1.2 Review and update Maintenance Plans

7.3.1.2.1 The review and updating of the individual maintenance plans in place, including both planned and unplanned maintenance, for each of the museum facilities must be based on the results of the condition assessment. The maintenance plan should support the development vision of Freedom Park, the required level service of each facility and facilitate prudent technical and financial decision-making. The plan will also demonstrate to funding agents and other stakeholders the museum's ability to effectively manage its existing and proposed new infrastructure. The plans must include the following:

- Infrastructure Facility Identification, Description, Location and User;
- Responsible Facility Manager and contact information;
- Identified maintenance needs and their estimated budget requirements according to the following different categories:

Planned Maintenance

- Preventative/Routine Maintenance, which may include but not limited to; servicing of air conditioners; routine maintenance of lifts and fire hydrants, regular checking of sewerage pipe leaks, replacement of old roofing, replacement of light bulbs, water pipes, leaking taps, landscaping maintenance and general cleaning and hygiene; water pumps, eternal flame, generators and security such as cameras and bio-metric.
- Major Scheduled Maintenance;
- Condition Based Maintenance;
- Backlog Maintenance;
- Statutory Maintenance; and
- Periodic Maintenance.

Day to Day Maintenance

- Emergency Maintenance;
- Minor Repairs; and
- Minor New Works.
- Major Facility Component breakdown so as to allocate the identified maintenance need appropriately;
- Maintenance budget requirement responsibility between DSAC and the Freedom Park;
- Planned date of completion of the identified maintenance need; and
- Maintenance prioritisation according to agreed criteria.

7.3.1.3 Review and update of Life-Cycle Plans

7.3.1.3.1 The appointed service provider will be expected to review and update facility specific life-cycle plans for the planned useful life of the facility or a minimum 30-year horizon. The life-cycle plans are to include the following:

- Planned facility component refurbishment programme;
- Planned facility component reconfiguration programme;
- Planned facility component renovation programme;
- Planned facility component upgrade programme;
- Planned facility component disposal programme; and

- The corresponding estimated costs for each of the above plans projected over the 30-year planning horizon.

7.3.1.4 Development of a FM Service Plan and Implementation

7.3.1.4.1 The development of a comprehensive FM Service Plan by the appointed service provider will immediately follow the approval and acceptance by the Freedom Park of all of the above-mentioned plans. This is to ensure that the FM Service Plan fully addresses all the requirements of each of the stipulated plans. The FM Service Plan will therefore serve to bring all the services that will be rendered by the service provider under one plan spanning the duration of the assignment. Besides incorporating the previously indicated plans, the FM Service Plan must address the how, when and by whom in terms of the following:

- Sourcing of the maintenance issue inspections once a maintenance issue call has been logged.
- Issuing maintenance calls with the relevant maintenance service provider;
- Issuing works orders, tracking performance in execution, verifying the work done and assuring quality of service;
- Closing out maintenance issue calls and documenting the works done;
- Allocating all facilities management and/or maintenance work done to the correct infrastructure asset;
- Updating the asset register accordingly where necessary in terms of major maintenance work completed especially where the work affects the useful life of the asset or its replacement value;
- Managing the distribution of maintenance work responsibility between the Freedom Park and DSAC according to the maintenance plan of each facility and providing reports on such;
- Maintaining statistics on the maintenance trends in terms of frequency, costs, scale, etc, for reporting; and
- Providing monthly report on FM Services provided with corresponding financials and statistics.

7.3.1.5 Establishing the Facility Management Contact Centre

7.3.1.5.1 The appointed service provider will be expected to establish a Freedom Park dedicated Facilities Management Contact Centre to manage the following on behalf of the museum:

- Provide one point of contact for all maintenance and facility management queries and information access;
- Receive all maintenance issue call loggings;
- Provide feedback to the caller on the status of their maintenance issue response; and
- Confirm the original caller's satisfaction upon completion of the maintenance issue response.

7.3.1.6 Information Management System

The appointed service provider will be expected to make use of an information management system in rendering the FM Service. The system should assist to run the entire service but mainly assist in the management and execution of the following processes during implementation:

- Capturing and maintenance of the Freedom Park asset register;
- Capturing and maintenance of the condition assessment reports linked to each asset in the register;
- Capturing and administration of the maintenance plans and tracking the progress of their implementation;
- Capturing and administration of the life-cycle plans and tracking the progress of their implementation;
- Managing all the services of the contact centre electronically;
- Managing the implementation of the rest of the FM services electronically including providing updated reports timeously and in different configurations as may be required by Freedom Park and other stakeholders.

7.3.1.7 Provision of Occupational Health and Safety (OHS) for infrastructure and maintenance related project specific services and events for Freedom Park.

Organizational Occupational Health and Safety (OHS) services as follows:

- Conduct an OHS Health and Safety Gap Analysis
- Conduct an OHS Health and safety compliance audit
- Conduct an OHS Bassline compliance risk assessment
- Assist with the development and implementation of SHE SOP's by reviewing policies, identifying policy gaps, drafting SOP's and managing implementation of SOP's annually and as required.
- Monitor legislative and regulatory changes by reviewing the landscape, identifying changes, analyzing and interpreting the impact of the changes, integrating the changes into the policies and procedures and communicating these changes.
- Make recommendations on improving the effectiveness of SHE measures by defining and communicating the measures, monitoring, and reviewing implementation and analyzing the outputs for reporting.
- Provide input and participate in the execution of SHE initiatives by providing input, aligning with current practices and processes and leveraging off current knowledge and tools.
- Ensure that the company is audit ready by identifying gaps, develop solutions to resolve gaps and support implementation of solutions.
- Conduct SHE audits by scheduling the audit, extracting, and measuring compliance against performance standards, preparing the audit report, and presenting to relevant stakeholders.
- Assist with the implementation of SHE training by identifying the required training and participants, developing the SHE training matrix and tracking implementation against the training plan annually.
- Assist with the implementation of the Occupational Health Programmes and procedures by identifying risks and proposed solution, implementing the activities and tracking compliance annually.
- Participate in the audit (internal and external) process by responding to queries, preparing reports, and addressing any issues as required.
- Ensure ongoing and continual improvement with regards to Occupational Health and Safety
- Assist with safety inspections and risk assessments; Investigating workplace accidents; Reporting on OHS-related activities;
- Assisting in compliance reviews, general risk assessments and other safety assessments to support Health; Maintaining relevant OHS logs and documentation; Assisting in the compliance of applicable laws and regulations; Preparing applicable OHS reports as necessary;
- Provide assistance and advice on OHS issues to make recommendations to Freedom Park
- Participate in incident investigations and Root Cause Analysis, and Audits
- Assist with incident prevention strategies for the benefit of employees, contractors and visitors
- Assisting in the development and presentation of relevant OHS training to employees, contractors, and visitors

- Observing OHS regulations, wears all required safety equipment, encourages safe working practices, corrects obvious hazards immediately or reports them to the proper personnel; Implementing the Integrated Disaster Risk Management Plan recommendations and plans;
- Prepare and health and safety reports and other applicable reports. Provide advice and recommendations to Departments and Units relating to health and safety measures in the workplace.
- Assist to implement the Integrated Disaster Risk Management Plan recommendations and plans.
- Support the organization for compliance with legal security regulations and with security requirements and others).
- Provision of Safety Officer for all Freedom Park events.

Project specific services as follows:

- Assessment and analysis of potential risks attached to the project, i.e. undertake the baseline risk assessment on behalf of the Freedom Park (as the client) in terms of Construction Regulation 5(1)(a).
- Attend professional design team meeting to inform the professional team, and in specific, the Designer of the risks to be considered during the conceptualization of the project.
- Development of a project specific health and safety specification.
- Assist with work permit applications from Department of Labour (DoL)
- Evaluation and approval of the contractor's health and safety plan.
- Site Visits and regular monitoring audits.
- Attend one technical meeting for presentation of the audit report.
- Assist the Freedom Park to undertake independent investigations on any accidents/incidents due to construction work undertaken.
- Conduct a final compliance audit on completion of project and submit a close out report.
- And including any other duties that may be imposed in the client as contemplated in the Occupational Health and Safety Act, 1993 Construction Regulations 2014.

7.4 Bid requirements

7.4.1 A service provider bidding for this assignment should demonstrate the following:

- Professionally Registered Key Team Members with 5 to 10 years built environment experience in the following disciplines:

- Architectural Profession,
- Construction Project Management,
- Quantity Surveying Professionals,
- Civil/Structural Engineering Professionals,
- Mechanical Engineering Professionals,
- Electrical Engineering Professionals,
- OHS Professionals.
- Company experience on similar projects with contactable references;
- Good knowledge of the PFMA;
- Good knowledge of infrastructure planning and GIAMA;
- Understanding of public finance management and particularly of budgeting processes;
- Experience in infrastructure planning, budgeting, designing, managing and administration of projects and programmes, including human, technical and financial aspects of public sector projects;
- Facilities Management Information Management Systems;
- Good understanding of and the ability to implement programme management tools and practices; and
- Good communication, facilitation and leadership skills and the ability to influence people;
- A copy of the latest Audited Financial Statement.
- Prospective service providers should be well established in construction or building of high quality work of permanent exhibition space.
- Should provide traceable references
- Original and valid and / or certified copy of B-BBEE status level certificate

7.4.2 Service providers must reflect the above in the form of a proposal to execute the assignment detailed in these ToR with a clear and articulate approach and methodology.

7.5 Timeframes

- 7.5.1 The appointed service provider will be expected to attend a detailed project briefing with Freedom Park soon after appointment. Following the briefing the service provider will be expected to produce a detailed work plan reflecting all the tasks necessary to complete the assignment and the corresponding timeframes. The assignment period of the envisaged service provider will be in line with the required period to complete the implementation of the project.
- 7.5.2 The performance of the appointed service will be reviewed monthly, quarterly, and annually based on the approved work plan of the service provider. Should performance be below the required standard according to the work plan, or should project funds not be available, the contract may be terminated through written notification. Adequate opportunity to improve performance will be provided to the service provider through written notices of poor performance.
- 7.5.3 The Service Provider is to submit a close-out report in the format provided by the Freedom Park and all other developed documentation, 20 working days before the last day of the assignment.
- 7.5.4 On appointment, the Service Provider is to liaise with the Freedom Park to agree on the date for submission of the work-plan.

7.6 Accountability

- 7.6.1 The service provider will be accountable to and under the direction of the CEO of the Freedom Park in the performance of the assignment duties.

7.7 Assignment of cost – SBD 3.1

- 7.7.1 Payment for the assignment will be partially time-based and deliverable based and be based on the percentage of the budget expended during the implementation of the Facilities Management service plus disbursements. A detailed pricing schedule inclusive of professional fees, disbursements and VAT must be provided by the service provider as an attachment Pricing Schedule 1. Table 1 under SBD 3.1 of the bid. The pricing for the professional fees on this pricing schedule will count towards the pricing score during the evaluation of the bids.

7.7.2 Professional disciplines and remuneration

- **ARCHITECTURAL PROFESSION** The **SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION (SACAP)** latest tariff of fees will be used to negotiate the fees based on the Construction Works and any other added scope of responsibilities, in a manner that will be fair to both the consultant and the client.

- **CONSTRUCTION PROJECT MANAGEMENT PROFESSIONALS** The **SOUTH AFRICAN COUNCIL FOR PROJECT AND CONSTRUCTION MANAGEMENT PROFESSIONS (SACPCMP)** latest tariff of fees will be used to negotiate the fees based on the Construction Works and any other added scope of responsibilities, in a manner that will be fair to both the consultant and the client.
- **HEALTH AND SAFETY AGENTS PROFESSIONALS** The fees for OHS professionals will be negotiated based on fee guideline issued by Association of Construction Project Managers in a manner that will be fair to both the consultant and the client.
- **QUANTITY SURVEYING PROFESSIONALS** The **SOUTH AFRICAN COUNCIL FOR THE QUANTITY SURVEYING PROFESSION (SACQSP)** latest tariff of fees will be used to negotiate the fees based on the Construction Works and any other added scope of responsibilities, in a manner that will be fair to both the consultant and the client.
- **CIVIL ENGINEERING PROFESSIONALS** The Engineering Council of South Africa (ECSA) stipulates that where the location, size, character, form and function of the works has been defined through previous studies and investigations that have either formed part of the client's normal business practices or have been the subject of previous separate assignments by the same or another Service Provider, the remuneration can be determined using these guidelines based on the cost of the works. This provides a convenient way to express the fee payable if the cost of the works and the related extent of the services to be provided is reasonably clear. ECSA further stipulates that the fee expressed as a percentage of the cost of the works will differ for different types of work due to different amounts of effort and engineering input required of the same cost of the works.
- **STRUCTURAL ENGINEERING PROFESSIONALS** The Engineering Council of South Africa (ECSA) stipulates that where the location, size, character, form and function of the works has been defined through previous studies and investigations that have either formed part of the client's normal business practices or have been the subject of previous separate assignments by the same or another Service Provider, the remuneration can be determined using these guidelines based on the cost of the works. This provides a convenient way to express the fee payable if the cost of the works and the related extent of the services to be provided is reasonably clear. ECSA further stipulates that the fee expressed as a percentage of the cost of the works will differ for different types of work due to different amounts of effort and engineering input required of the same cost of the works.
- **MECHANICAL ENGINEERING PROFESSIONALS** The Engineering Council of South Africa (ECSA) stipulates that where the location, size, character, form and function of the works has been defined through previous studies and investigations that have either formed part of the client's normal business practices or have been the subject of

previous separate assignments by 35 the same or another Service Provider, the remuneration can be determined using these guidelines based on the cost of the works. This provides a convenient way to express the fee payable if the cost of the works and the related extent of the services to be provided is reasonably clear. ECSA further stipulates that the fee expressed as a percentage of the cost of the works will differ for different types of work due to different amounts of effort and engineering input required of the same cost of the works.

- **ELECTRICAL ENGINEERING PROFESSIONALS** The Engineering Council of South Africa (ECSA) stipulates that where the location, size, character, form and function of the works has been defined through previous studies and investigations that have either formed part of the client's normal business practices or have been the subject of previous separate assignments by the same or another Service Provider, the remuneration can be determined using these guidelines based on the cost of the works. This provides a convenient way to express the fee payable if the cost of the works and the related extent of the services to be provided is reasonably clear. ECSA further stipulates that the fee expressed as a percentage of the cost of the works will differ for different types of work due to different amounts of effort and engineering input required of the same cost of the works

7.7.3 It must be noted however that the hours shown in table below are a mere estimate for the purpose of fair evaluation of the bids and not a final indication of the hours the assignment will require. The actual hours required by the different disciplines to complete each deliverable of the assignment will be determined during the inception stage of the assignment and reflected in the work plan.

CHECKLIST

Documents required	submitted		Page index
	Yes	No	
Company Registration Certificate			
Valid Copy or original Tax Clearance Certificate or Unique Pin			
Valid copy BBBEE Certificate or Sworn Affidavit			
Tax compliant CSD Report or MAAA number			
Copy of RSA ID document (s) for the company owner (s) or (Directors) – Certified			
Copy of the company's Unemployment Insurance Fund (UIF) registration (certificate compliance)			

Letter of good standing from the office of the Compensation Commissioner and a certified copy of the Compensation for Occupational Injuries and Diseases Act (COIDA) registration certificate (valid).			
Comprehensive proposal that responds to the bid			
Track record/traceable references for verification			
CV's of key personnel			
Original marked bid document			
Latest audited Annual Financial statements			

7.8 RESPONSIBILITIES

7.8.1 The Freedom Park reserves the right:

- a) To verify any information supplied in the tender documents;
- b) Not to appoint any Service Provider;
- c) Reject all bids;
- d) To cancel or withdraw this RFP at any time without attracting any penalties or liabilities;
- e) Request further information from any bidder after the closing date for clarity purposes;
- f) Decline to consider any bids that do not confirm to any aspect of the bidding requirements;
- g) To have the final say in the appointment and that this will be binding;
- h) To disqualify a tender or cancel any subsequent contracts should it be found that information disclosed was factually inaccurate and/or that a misrepresentation of facts may have occurred;
- i) Inspection to shortlisted companies as part of due diligent prior award.

7.8.2 PSP responsibilities

- Job order and specifications to be approve electronically by Infrastructure Support Manger Park Operation;
- On-site support office or active help desk;
- To demonstrate their turnaround time to close the job card including the escalations on their system use.

- PSP should provide alternative payment methods or solution with indication of cost savings were possible.

7.9 CONFIDENTIALITY

7.9.1 Any or all information made available to the Service Provider by the Freedom Park shall be regarded as confidential and shall not be made available to third parties without the prior written consent of the Freedom Park.

7.10 SHIFT DURATION

7.10.1 All work should be carried out during the week on Monday to Friday 08h00 to 16h00, service provider should made necessary arrangement with project manager to work on weekend and after hours.

7.11 MONTHLY INVOICING AND PAYMENT

7.11.1 Monthly payments will be made in accordance with the general conditions of contract and the invoicing must be done in accordance with the following procedure:

- Only original invoices accompanied by a monthly statement will be accepted for payment.

7.11.2 The fees set out shall be initially calculated and paid based on the schedule in the pricing data of each work as approved by Freedom Park and the same shall be paid proportionately upon completion of each stage of work as indicated below. The total fee, however, will be calculated and finally settled on actual cost of works including extra/substitute items.

7.11.3 Other Terms and Conditions

- The Professional Consultants fees includes all the expenses related with salaries of site Engineer, other officers/staff, Consultant fee and profits, etc. for visiting to our office and site for review meetings/inspection of works.
- The Consultants shall depute enough technical personnel in the project for daily supervision, monitoring, quality control and measurements to ensure smooth progress of the project as scheduled

7.12 SOCIAL RESPONSIBILITY

7.12.1 The successful service provider is required to bring a minimum of 500 learners, from a school of their choice at a discounted rate of R40 per learner during the duration of the contract.

8 PRICING INSTRUCTION

8.1 General

8.1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

8.1.2 The Price Schedule shall be read with all the documents which form part of this Contract.

8.1.3 The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work at which the tenderer tenders to do the work.

Price: The product of the quantity and the rate tendered for an item.

Lump sum: An amount tendered for an item, the extent of which is described in the Price Schedule, the Specification and the Scope of Work, but the quantity of work of which is not measured in any units.

8.2 Units of Measurements

The units of measurement described in the Price Schedule are metric units.

Abbreviations used in the of Quantities are as follows:

Mm	=	millimetre	h	=	hour
M	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	no.	=	number
m ² .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	PC sum	=	Prime Cost
sum					
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	Per cent
MPa	=	megaspascal	kW	=	kilowatt

8.3 Project Cost Estimate

Latest estimated of the Facilities Management and maintenance allocated for the works is R60 000 000 over a period of five (5) years. It should be noted that the contract estimate is based on allocation received from the Department of Sport, Arts and Culture and is subject to receiving the allocation funding from the department.

8.4 Rates

- 8.4.1 This price list has columns for quantity, rate and price for the goods. Entries in these columns are made as follows:
- 8.4.2 If the Supplier is to be paid an amount for the goods which is a fixed price for an item or a fixed price for each of a series of items, the tendering supplier enters the amount in the price column only, the other two columns being left blank.
- 8.4.3 If the Supplier is to be paid an amount for the goods which is the unit rate for each item multiplied by the quantity of the item supplied, (i.e. a 'Price Schedule' arrangement) - the tendering supplier enters the rate which is then multiplied by the quantity (which has been entered either by him or by the Purchaser) to produce the price which is also entered.
- 8.4.4 If the Supplier is to be paid an amount for an item of the goods which is the rate multiplied by the quantity supplied -whatever that quantity turns out to be (i.e. a 'schedule of rates' arrangement) - the tendering supplier enters the rate only, the other two columns being left blank. The tendering supplier's offer cannot include a total of the prices which covers all the items which the Supplier has to supply if any of the supply is dealt with using items with a rate only.
- 8.4.5 Rate only entries must not be made for work covered by other items.

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

9 EVALUATION CRITERIA

9.1 The bid will be evaluated in 3 phases as follows:

1. Phase 1: Admin compliance
2. Phase 2: Functionality
3. Phase 3: 80/ 20 point system as prescribed in Preferential Procurement Policy Framework, Act of 2017.

9.1.1 Phase 1 Admin compliance

- a) The bidders must submit the required returnable documents as required by the Freedom Park's Supply Chain Management.
- b) The tenderer's bids will be evaluated based on the Supply Chain compliance of the returnable documents.

9.1.2 Phase 2 Functionality

- a) The system comprises of the elements with total point up to 100
- b) The minimum score that can be achieved is 100

Evaluation Criteria	Sub-criteria	weight
Delivery methodology		
Approach paper setting out the manner in which the bidder intends to satisfy the requirements established in the Scope of Work (not more than 5 pages). Attach proposed structural organogram and action plan for the implementation of the works. The approach plan must also provide details of the IT system that will be used in the execution of the FM Service. Approach paper's response to the Terms of Reference reflects: • Excellent understanding of what is required in the terms of reference and proposed action plan • Good understanding of what is required in the terms of reference and proposed action plan • Satisfactory understanding of what is required in the terms of reference and proposed action plan • Poor understanding of what is required in the terms of reference and proposed action plan • Not acceptable understanding of what is required in the terms of reference and proposed action plan	Excellent = 40 Good = 30 Satisfactory= 25 Poor = 10 Not Acceptable = 0	40

Qualification and experience of key staff to be involved (2 page cv) - Qualification and professional registration as per requirements (including the following) •Facilities Management Specialist •Architects •Quantity Surveyor •Civil/Structural Engineer •Mechanical/Electrical Engineer •OHS Professional - For each professional listed above the following criteria will apply: ○ 10 years or more experience with a Degree/B-tech Qualification = Excellent ○ 6 to 8 years' experience with a Degree/B-Tech = Good ○ 3 to 5 years' experience with a Degree/B-Tech = Satisfactory ○ 1-2 years' experience with a Degree/B-Tech = Poor ○ 0 years' experience with a Degree/B-Tech = Not acceptable - Unregistered Professionals and professionals with any qualifications less than what's stipulated will score 0	Excellent = 30 Good = 25 Satisfactory = 20 Poor = 10 Not Acceptable = 0	30
Company Experience on similar projects Number of Completed Similar Projects: • 5 or More Completed Similar Project = Excellent • 3-4 Completed Similar Projects = Good • 2 Completed Similar Projects = Satisfactory • 1 Completed Similar Projects = Poor • 0 Completed Similar Project = Not Acceptable	Excellent = 30 Good = 25 Satisfactory = 20 Poor = 10 Not Acceptable = 0	30
Total		100
A bidder that scores less than 70 out of 100 in respect of “functionality” will be regarded as submitting a non-responsive bid and will be disqualified.		

9.1.3 Phase 3: 80/ 20-point system as prescribed in Preferential Procurement Policy Framework Act, regulation of 2017.

9.1.3.1 The 80/ 20 point system as prescribed in Preferential Procurement Act, regulation 2017 is as follows:

- Price 80 points
- BBBEE Contributor level 20 points

The table below depicts the B-BBEE status level of contribution:

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

10 SERVICE LEVEL AGREEMENT

- 10.1 Appointed service provider must sign SLA within 30 days. Payments will be as per Service Level Agreement (SLA).
- 10.2 The cost breakdown should be provided and should form part of the business plan / proposal.
- 10.4 Work will be done under the supervision of the Park Operation.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	FP02/2022PO	CLOSING DATE:	17 August 2022	CLOSING TIME:	11H00AM
DESCRIPTION	Request for proposals for the appointment of a professional service provider: to provide Facility Management services for Freedom Park for a period of 5 years				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Freedom Park Administration Building, Cnr Koch & 7th Avenue, SALVOKOP, PRETORIA, 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Edward Buthelezi		CONTACT PERSON	Mologadi Moshapo	
TELEPHONE NUMBER	012 336 4003		TELEPHONE NUMBER	012 336 4198	
FACSIMILE NUMBER	012336 4021		FACSIMILE NUMBER	012 3364021	
E-MAIL ADDRESS	edward@freedompark.co.za		E-MAIL ADDRESS	mologadi@freedompark.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

PRICING SCHEDULE – FIRM PRICES

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED, NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS WILL NOT BE CONSIDERED.

Name of bidder.....

Bid number: **FP02/2022PO**Closing Time **11:00 AM**Closing date: **17 August 2022**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

- Required by: FREEDOM PARK
- At: SALVOKOP- PRETORIA
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at :-

Freedom Park Administration Building
Cnr Koch & 7th Avenue
SALVOKOP
PRETORIA
0001

Table 1: Pricing Schedule

Ref	Deliverable	UNIT	QUANTITY	RATE	AMOUNT
1	Updating of Immovable Asset Register	MONTH	60		
2	Updating of Maintenance & Life-cycle Plans	MONTH	60		
	Provision of Occupational Health and Safety (OHS) compliance services	MONTH	60		
3	Provision of FM Contact Centre and information management system	MONTH	60		
4	Onsite-Facilities Manager (Day to day)	MONTH	60		
5	Condition assessment of Freedom Park infrastructure on the 5 th year of the cycle	Rate	1		
A	Sub-total of deliverables (1+2+3+4+5)				
6	FM Service Plan Implementation Latest estimated of the Facilities Management and maintenance allocated for the works is R60 000 000 over a period of five (5) years. It should be noted that the contract estimate is based on allocation received from the Department of Sport, Arts and Culture and is subject to receiving the allocation funding from the department during the duration of the project.				
		FM Budget	Percentage		Total

		Estimate			
		60 0000 000			
B	Sub-total per deliverable (6)				
Sub-total (A+B)					
Add 10% Contingency					
Add 5% CPA					
Sub-total					
VAT (15%)					
Grand Total (Copy to offer)					

TOTAL BID OFFER INCLUDING VAT

BIDDER'S SIGNATURE:
(Compulsory)

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....Bid number: **FP02/2022PO**
 Closing Time 11:00am Closing date: **17 August 2022**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
Required by:			
At:			
Brand and model			
Country of origin			
Does the offer comply with the specification(s)?			*YES/NO
If not to specification, indicate deviation(s)			
Period required for delivery			
Delivery:			*Firm/not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder:
(Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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.

2.2 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:

.....
.....

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**

▪ If so, furnish particulars:

.....
.....

• **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.

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.

- I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	
Signature	Date
.....	
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in

section 1 of the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (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) level certificate issued by an authorized body or person; B-BBEE Status
 - 2) as prescribed by the B-BBEE Codes of Good Practice; A sworn affidavit
 - 3) requirement prescribed in terms of the B-BBEE Act; Any other
- (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;

3. POINTS AWARDED FOR PRICE

3.1 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
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 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. 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:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at 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-BBE status level of

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

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

WITNESSES

- 1.
- 2.

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

DATE:
ADDRESS
.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

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

- 3.** Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

YES	☐	NO	☐
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- 3..1** If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

.....
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in

paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

THE NATIONAL TREASURY
Republic of South Africa



GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

1. Definitions	1. The following terms shall be interpreted as indicated: 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids. 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally. 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. 1.7 “Day” means calendar day. 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order. 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand. 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the 5 RSA. 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition. 1.14 “GCC” means the General Conditions of Contract. 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by
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	the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured. 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place. 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities. 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service. 1.20 “Project site,” where applicable, means the place indicated in bidding documents. 1.21 “Purchaser” means the organization purchasing the goods. 1.22 “Republic” means the Republic of South Africa. 1.23 “SCC” means the Special Conditions of Contract.\ 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such 6 obligations of the supplier covered under the contract. 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
2. Application	2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. Standards	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information;	5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract.

inspection.	Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 Except for purposes of performing the contract. 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser
6. Patent rights	6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser
7. Performance security	7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract. 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1 All pre-bidding testing will be for the account of the bidder. 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department. 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to

	be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier. 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. 8.9 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing	9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the ontract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents	10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. 10.2 Documents to be submitted by the supplier are specified in SCC. 10.3
11. Insurance	11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services	13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

	(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract
16. Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

	16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 supplier. 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned
19. Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performan	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties. 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties	22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default	23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier. 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated. 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: (i) the name and address of the supplier and / or person restricted by the purchaser; (ii) the date of commencement of the restriction (iii) the period of restriction; and (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of

	restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
24. Anti-dumping and countervailing duties and rights	24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of	28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

liability	(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

