

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DSBD COMMS 002/2025	CLOSING DATE:	19 DECEMBER 2025	CLOSING TIME:	11:00 am
DESCRIPTION	THE DEPARTMENT OF SMALL BUSINESS DEVELOPMENT (DSBD) REQUESTS PROPOSALS TO APPOINT A PANEL OF FIVE (5) EVENTS MANAGEMENT COMPANIES TO PROVIDE EVENTS MANAGEMENT SERVICES, STATKOHOLDER ENGAGEMENT, AND OUTREACH CAMPAIGNS FOR A PERIOD F THREE 3 YEARS (36 MONTHS) ON AN "AS AND WHEN REQUIRED BASIS".				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The DTI Campus 77 Meintjies Street Sunnyside Pretoria 0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Nhlakanipho Msane		CONTACT PERSON	Mr Siphe Macanda	
TELEPHONE NUMBER	012 394 3014		TELEPHONE NUMBER	082 355 2399	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	N/A	
E-MAIL ADDRESS	dsbdtenders@dsbd.gov.za		AND E-MAIL ADDRESS	SMacanda@dsbd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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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.



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

THE DEPARTMENT OF SMALL BUSINESS DEVELOPMENT 'S (DSBD) REQUEST FOR PROPOSALS TO APPOINT A PANEL OF FIVE (05) EVENTS MANAGEMENT COMPANIES TO PROVIDE EVENTS MANAGEMENT SERVICES, STAKEHOLDER ENGAGEMENT, AND OUTREACH CAMPAIGNS FOR A PERIOD OF THREE YEARS (36 MONTHS) ON "AN AS AND WHEN REQUIRED BASIS".

DSBD COMMS 002/2025

DATE OF ISSUE : 20 November 2025

CLOSING DATE AND TIME : 19 December 2025 @ 11:00

BID VALIDITY PERIOD : 90 DAYS

SUBMISSION ADDRESS (TENDER BOX ADDRESS)

Supply Chain Management

77 MEINTJIES STREET

1st FLOOR, BLOCK G

the dti CAMPUS

SUNNYSIDE

0001

1. PURPOSE OF THE ToR 's

- 1.1. This bid aims to appoint a panel of external Events Management Service providers for events management and stakeholder relations services to the Departmental of Small Business Development Portfolio for a period of 36 months.

2. BACKGROUND AND RATIONALE

- 2.1. The Department of Small Business Development (DSBD) Communication Management Directorate seeks the services of a panel of 5 service providers for Events Management Companies – which will assist in executing and managing all events of the Department. The Events Management panel will work closely with the Communications Management Directorate and other units responsible for events, such as security management and facilities, to successfully host and manage events of the Department.
- 2.2. An events management service provider is required to assist in planning and coordinating marketing and events management activities for the department.
- 2.3. The successful service providers will support the DSBD through marketing and communication and events management services.

3. OBJECTIVES

- 3.1. The Department of Small Business Development (DSBD) intends to enlist a panel of five (05) events management companies for a period of three (03) years.

4. SCOPE AND EXTENT OF WORK

- 4.1. The enlisted panel of service providers will be expected to work jointly with the DSBD Communications Official in hosting, coordinating, and managing the following types of events but not limited to:
 - 4.1.1 International and National Conferences and Events.
 - 4.1.2 Lekgotla/Summits/Colloquium.
 - 4.1.3 Events and launches.
 - 4.1.4 Hosting of Media Briefings, Media Tours, Roundtables, and Networking Sessions.
 - 4.1.5 Stakeholder Engagement Sessions.

4.2 ROLES AND RESPONSIBILITIES

4.2.1 The DSBD will be responsible for the following but not limited to:

- 4.2.1.1 Planning all the events, outreach campaigns, and stakeholder engagements.
- 4.2.1.2 Specifying areas that the service provider needs to focus on in the provision of events management service.
- 4.2.1.3 Provide clear venue specifications that are in tandem with the client s' needs.
- 4.2.1.4 Providing continuous support to the Events Management Company by approving and signing off on all issues.
- 4.2.1.5 Provide guidance and direction on what is needed (provide event specifications and guidance).
- 4.2.1.6 Approve budgets, plans, and designs.
- 4.2.1.7 Monitor performance and ensure compliance with the approved SLA.
- 4.2.1.8 Share information with the company and provide funding for events the Department initiates.

4.2.2 The Events Management Company will be responsible for the following but not limited to:

- 4.2.2.1 Conducting logistical arrangements such as procurement of catering and transport of communities, guests, media, and stakeholders participating in departmental events, stakeholder engagements, and outreach campaigns.
- 4.2.2.2 Ensure that all services are cost-effective and professional.
- 4.2.2.3 Ensure that a professional service is delivered to the Department. Appointed Service providers will enter into an SLA with the department
- 4.2.2.4 Report on risk management issues. Provide risk management reporting and post- event reports with photographic evidence.

5. EXPECTED DELIVERABLES / OUTCOMES

- 5.1. Events delivered within agreed budget, timelines, and quality standards.
- 5.2. Compliance with all health, safety, and accessibility regulations.
- 5.3. Submission of a post-event report (including photos, participant data, and lessons learned) within 10 working days.

5.4. Stakeholder satisfaction demonstrated through feedback mechanisms.

5.5. The service providers will be expected to conduct the following but not limited to:

NOTE: Bidders may not be expected to deliver all categories for every event. Services will be procured according to event needs.

NO	TASKS
5.1.1	Logistical Requirements
	Provide logistical arrangements for all events, stakeholder engagements, media events and outreach and awareness campaigns of the Department of Small Business Development. Logistical arrangements may involve the following services and facilities, but not limited to: • Booking of appropriate venue in line with Client's specifications. • Sound, audio-visual equipment (screens, microphones with stands and cordless, projectors and on-site technicians). • Staging as per the technical riders. • Tents / marquees. • Marshals. • PVC (Plastic Vinyl Cladding) of the marquees. • Fire extinguishers. • Synthetic grass and flooring. • Lighting. • Electrical connections and plugs. • Shaded stages / raised platforms. • Emergency Medical Services. • Furniture hire (plastic, phoenix chairs, VIP tiffany chairs, couches, cushions, Fold up trestle with white stretch covers, rectangular, cocktail chairs and tables, and round tables, tablecloths). • Water (bottles or sachets). • Public Address System (PA system). • Standby technical assistance. • Power silent generator(s). • Climate control, e.g., heating and cooling.

NO	TASKS
	• Portable chemical toilets, VIP, and paraplegic toilets. • Clearing and cleaning of site (before and after). Site preparation and post-event clean-up • Signage. • Adequate safe parking. • Exhibition facilities and exhibition panels • Catering. • Site plans / layout. • Engineers Safety Certificate, C.O.C. and Occupational Certificate. • Crowd control barriers. • Décor hire (centerpieces, napkins, underplates, draping, runner carpets, plinths, cutlery, crockery, delivery, and collection). • Stanchions with ropes. • Transport (shuttles and flights), meals and accommodation for communities, stakeholders, media, and schools participating in the departmental outreach campaigns and stakeholder engagements. • Public liability insurance. • Hybrid equipment for live streaming. • Drone services including production and editing services. The service provider drone services should be compliant with all legal prescripts. • It may be expected of the service provider to provide either all the above in an event or a selection of the above. • Pictures of all implemented logistics should be submitted to the Department representative after the event. • Ensure the activation of the Joint Operations Centre in conjunction with the Department's Security Unit for all events and provide safety certification for all infrastructure erected for the event.
5.1.2	Interpreters, Interpreting Equipment, Transcription, Translation and Rapporteurs
5.1.3	• It will be expected of the service provider to ensure that consecutive and simultaneous interpreting is available at any event organized by the

NO	TASKS
	Department, or where the need arises. • The service of rapporteurs and note taking may be required from companies for certain conferences and workshops. • The service provider should source the provision of all necessary equipment, such as microphones, booths, headsets, etc., for interpreting in multiple venues. • The service provider will ensure that the equipment provided is appropriate and technologically advanced and must provide a picture or proof thereof at the time of quotation. • Two interpreters per language must be always provided. Sign Language Interpreters are also required. Only Accredited interpreters should be always used. Proof of accreditation to a professional body should be provided. They should align with international and national standards.
5.1.4	Invitations, Accreditation, and RSVPs
	The service provider may be required to jointly with the events manager and the Department's Communications Unit enlist the services of a live and online process to manage invitations, RSVPs, and registration.
5.1.5	Promotional Items
	The service provider should provide for the design and production of a wide range of promotional items. The logo of the Department should always appear on promotional items. Promotional materials for Small Business Development events such as; • Bags. • Lanyards. • Pens. • Notepads. • Flyers.

NO	TASKS
	All material must be delivered to the Department where the promotional items are required, within the specified time, before the event.
5.1.6	Publications / Printing
	• Bookmarks. • Notepads / writing pads. • Book covers with all departmental thematic messages. • Departmental Booklet.
5.1.7	Audio Visual (Information center electronic kiosks and cameras)
	• Equipment for events, asset handovers, summits and conferences.

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

6.1 The service providers will be enlisted into the panel for a period of thirty-six (36) months from the date of signing the Service Level Agreement (SLA) and an official purchase order issued to the service provider on “an as and when required basis”.

7. COSTING / COMPREHENSIVE BUDGET

7.1 Costing for services required by DSBD will be required during the RFQ process where bidders will be competing for the services as per the scope of work.

7.2 A technical proposal must be presented with this bid.

7.3 DSBD reserves the right to negotiate prices with a recommended service provider identified during the RFQ process without offering the same opportunity to any other bidder (s) who has not been recommended.

7.4 A comprehensive offer/ quotation must be provided with technical specifications inclusive of all disbursement costs, expenses, and VAT (supplier(s) must quote for all activities as included in the Pricing Schedule unless indicated otherwise as and when required).

7.5 The price will be valid for 120 days. The bid validity might be extended, and the new extension date shall remain valid until the award is concluded. The bidders will be given seven (7) days from the date of the letter to respond, failure to do so will be deemed that the bidding company agrees with the content of the validity extension.

8. PANEL UTILISATION

- 8.1** Once enlisted to the panel, the allocation of work will be done in the form of an RFQ or RFP, where members of the panel will be sent a project specification schedule of quantities for pricing. The enlisted service providers will be allocated work, based on their submitted prices, where preferably the highest- scoring bidder will be enlisted to undertake the work on an as-and-when-required basis.
- 8.2** Performance of the bidders will be continuously managed and monitored.
- 8.3** A report subsequent to each and every event will be provided to determine the performance of the service provider.
- 8.4** The enlisted members of the panel will be required to confirm the specific resources available as part of project allocation and the contracting process, as and when such a process is undertaken. Not having suitable resources at the time of the project appointment could result in a contractor being passed over until the next round of project appointment.
- 8.5** The service provider shall be bound to execute all of the required quantities of scope as needed by the Department during the period of the contract; in this case on an “as and when” required basis for a period of three (03) years.

9. INFORMATION SESSION

9.1 Is the briefing session applicable?

YES

9.2 Is it a compulsory briefing session?

NO

Date: 3 December 2025

Time: 11:00AM -12:00PM

Platform/ Venue: Online Platform: **Microsoft Teams**

- 9.3** Requests for clarification of the tender document, questions, or queries, if necessary, must be submitted to the DSBD representative as listed under technical enquiries at least seven (07) calendar days before the stipulated closing date and time of the tender in writing.

10. EVALUATION CRITERIA

10.1 The evaluation for this bid will be carried out in the following phases:

- Phase 1: Pre-compliance.
- Phase 2: Functionality Criteria.
- Phase 3: Price and Specific Goals.

10.2 PHASE 1: PRE-COMPLIANCE

10.2.1 During this phase bid documents will be reviewed to determine compliance with SCM returnable documents, tax matters, and whether proof of registration on the Central Supplier Database (CSD) has been submitted with the bid documents at the closing date and time of the bid.

10.2.2 The bid proposal will be screened for compliance with administrative requirements as indicated below:

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/ or SARS Tax Pin
5	SCM - SBD 4 – Bidders Disclosure	Completed and signed
6	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.	Completed and signed

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
7	In case of bids where Consortia / Joint Ventures, Consortia/ Joint Venture agreements signed by both parties must be submitted with bid proposal.	JV agreement completed and signed, if applicable

10.3 PHASE 2: FUNCTIONALITY CRITERIA

10.4.1 Only bid proposals that meet Mandatory Requirement will be evaluated on functionality criteria.

10.4.2 The bidder must score a minimum of 75%, during Phase 2 (functionality) to qualify to proceed to the next final phase 3 (Price and Specific Goals Contribution).

10.4.3 The following values/ indicators will be applicable when evaluating functionality:

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY:(GUIDELINES FOR CRITERIA APPLICATION)	FOR	WEIGHT
1.			
A proposed project plan, methodology and management of the project in Events Management, Stakeholder Engagements and Outreach, Awareness Campaigns.	Bidders are required to provide a detailed project plan with intermediate, and final outputs and identified timeframes/ milestones of proposed methodology in Events Management, Stakeholder Engagements and Outreach or Awareness Campaigns.		
	Project plan, methodology and project management in Events Management, Stakeholder Engagements and Outreach or Awareness campaigns.	Indicator	
	Project Plan and methodology, action well broken down, with detailed objectives and Milestones.	5	

	Project Plan and methodology, action partly broken down, clear objectives, and clear Milestone.	4	30
	Project Plan and methodology, action broken down with no deliverables and timeframes	3	
	Limited information provided on the action plan	2	
	Task not well understood.	1	
	No information provided	0	
2.			
Technical Capability/expertise and track record of the Project Leader to be assigned to the project in events management, stakeholder engagements and outreach or Awareness campaigns.	Bidder(s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project. Bidder(s) should submit curriculum vitae for the Project leader proposed to be employed on the project. Curriculum vitae are to include specific details of these individuals including, inter alia, relevant experience and to include three contactable references, and experience in events management, stakeholder engagements and outreach or Awareness campaigns		
	Experience of the Project Leader in events management, stakeholder engagements and outreach or Awareness campaigns.	Indicator	25
	10 years or more years' experience	5	
	8 years to 9 years' experience	4	
	6 years to 7 years' experience	3	
	4 years to 5 years' experience	2	
	1 years to 3 years' experience	1	
	Less than 1 years' experience or no experience	0	
3.			

The service provider experience, track record and knowledge In Stakeholder Engagements and outreach or Awareness campaigns.	Bidder(s) should submit full details of reliable contactable dully signed positive references letters on company letter head where successfully completed projects indicating the value and period of the project were done in Stakeholder Engagements and Outreach or Awareness campaigns.		15
	Company experience in Stakeholder Engagements and Outreach or Awareness campaigns.	Indicator	
	5 duly signed positive reference letters on successfully completed projects	5	
	4 duly signed positive reference letters on successfully completed projects	4	
	3 duly signed positive reference letters on successfully completed projects	3	
	2 duly signed positive reference letters on successfully completed projects	2	
	1 duly signed positive reference letters on successfully completed projects	1	
	Less than 1 duly signed positive reference letters on successfully completed projects	0	
4.			
The service provider experience, track record and knowledge	Bidder(s) are required to demonstrate relevant experience and competency of the company for all successfully completed projects. Bidder(s) should submit full details of		

in Management.	Events	reliable contactable dully signed positive references letters on company letter head where successfully completed projects indicating the value and period of the project were done in Events Management.		
	Company experience in Events Management projects.	Indicator		
	10 duly signed positive reference letters on successfully completed projects indicating the value of the projects.	5		
	9 duly signed positive reference letters on successfully completed projects indicating the value of the projects	4		
	8 duly signed positive reference letters on successfully completed projects indicating the value of the projects	3		
	7 duly signed positive reference letters on successfully completed projects indicating the value of the projects	2		
	6 duly signed positive reference letters on successfully completed projects indicating the value of the projects	1		
	Less than 6 duly signed positive reference letters on successfully completed projects indicating the value of the projects	0		
TOTAL POINTS ON FUNCTIONALITY				30
				100

Phase 3: Price and Specific Goals Contribution

Only bidders that score at least 75 points on the above out of 100 points on Functionality will be considered to the next phase, which will determine the bidder (s) to be recommended for approval by the delegated authority. The 80/20 Preference points system will be applied using the below formula to calculate the price:

The following formula will be used to calculate the points for price: Criteria	Points
Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	80

Where,

P_s = Points scored for the comparative price of a bid under consideration

P_t = Comparative price of a bid under consideration

P_{min} = Comparative price of lowest acceptable bid

In terms of Regulations 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points will be awarded to a bidder for attaining the Specific goals status level of contribution by the table as set out in the Preference Points Claim Form (SBD 6.1).

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
OWNERSHIP	2	

	Level 1 = 2 pts Level 2 = 1,75 pts Level 3 = 1,5 pts Level 4 = 1,25 pts Level 5 = 1 pts Level 6 = 0,75 pts Level 7 = 0,5 pts Level 8 = 0,25 pts Non-compliant contributor= 0	
Size of Enterprise (SMMES): MICRO, SMALL, MEDIUM ENTERPRISES	8	
	Micro = 8 Small = 5,6 Medium = 3,2 Large = 0,8	
Spatial (Rural/ Township/ City)	4	
	Rural = 4 Township = 2,4 City = 0,8	
Youth and Non- Youth	6	
	Youth = 6 None-Youth = 1,8	

11. TERMS AND CONDITIONS

Only fully compliant National Treasury's Central Supplier Database (CSD) registered service provider's proposals will be considered.

The completed SBD 4 and 6.1 documents attached to this RFQ must be completed and returned with the quotation.

No late quotations will be accepted under any circumstances.

Suppliers must complete and return all the required documents, failing which, the supplier's quotation will be declared invalid.

12. IMPORTANT NOTICES

Submission of the bid must be submitted together in two envelopes, i.e., comprehensive proposals

(Envelope 1) and financial proposal **(Envelope 2)**.

13. PROPOSAL SUBMISSION

The deadline for the submission of proposals to DSBD is as follows:

Date : 19 December 2025 @ 11:00

Time : 11h00

Address : Through Address: 77 MEINTJIES STREET
1st FLOOR, BLOCK G
the dti CAMPUS
SUNNYSIDE
0002

Direct all specific technical questions to:

Mr. **Siphe Macanda**

Email: SMacanda@dsbd.gov.za

Direct all tendering processes questions to:

dsbdtenders@dsbd.gov.za

Ms. Rudzani Matodzi and Mr. Nhlakanipho Msane

Telephone: 012 394 3014

Email: NMsane@dsbd.gov.za and RMatodzi@dsbd.gov.za

ANNEXURE A

Please note this checklist must be completed and submitted together with the **Financial Proposal** (Envelope 1)

Document that must be submitted	Non-submission may result in disqualification?	
Declaration of Interest – SBD 4	YES/NO	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	YES/NO	Non-declaration and non-submission of the Sworn Affidavit and a valid BEE Certificate issued by a SANAS Accredited supplier will lead to a zero (0) score on BBBEE

Document that must be submitted	Non-submission may result in disqualification?	
Registration on Central Supplier Database (CSD)	YES/NO	The Service Provider must be registered on the CSD. If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
Functional Proposal including Mandatory documents (Envelope 1)	YES/NO	Submit a functional proposal in line with the Terms of Reference including the SBD documents above.
Pricing Schedule (Envelope 2)	YES/NO	Submit full details of the pricing proposal

ToR Approved

YES



NO



THULISILE MANZINI

DESIGNATION: DIRECTOR GENERAL

18 November 2025

Date: _____

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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.

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**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided 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 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
OWNERSHIP	2
SIZE OF ENTERPRISE (SMMES): MICRO, SMALL, MEDIUM ENTERPRISES	8
SPATIAL (RURAL/ TOWNSHIP/ CITY)	4

YOUTH AND NON-YOUTH	6
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}}\right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}}\right)$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
OWNERSHIP	1	2		
	Level 1 = 1 pts Level 2 = 0,125pts Level 3 = 0 pts Level 4 = 0 pts Level 5 = 0 pts Level 6 = 0 pts Level 7 = 0 pts Level 8 = 0 pts Non-compliant contributor= 0	Level 1 = 2 pts Level 2 = 1,75 pts Level 3 = 1,5 pts Level 4 = 1,25 pts Level 5 = 1 pts Level 6 = 0,75 pts Level 7 = 0,5 pts Level 8 = 0,25 pts Non-compliant contributor= 0		
Size of Enterprise (SMMES): MICRO, SMALL, MEDIUM ENTERPRISES	4	8		
	Micro = 4 Small = 3,6 Medium = 2 Large = 1,6	Micro = 8 Small = 5,6 Medium = 3,2 Large = 0,8		
Spatial (Rural/ Township/ City)	2	4		
	Rural = 2 Township = 1,2 City = 0,4	Rural = 4 Township = 2,4 City = 0,8		
Youth and Non-Youth	3	6		
	Youth = 3 None-Youth = 0,9	Youth = 6 None-Youth = 1,8		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:

CLOSING TIME ON

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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Please complete where applicable

- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project. R.....

- PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	

- PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....days
.....	R.....days
.....	R.....days
.....	R.....days

- Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....

TOTAL: R.....

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
.....
7. Estimated man-days for completion of project
.....
8. Are the rates quoted firm for the full period of contract?
.....
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

1. Delivery and documents

- 1.1 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.

- 1.2 Documents to be submitted by the supplier are specified in SCC.

2. 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.

3. Transportation

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

4. Incidental services

- 4.1 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.
- 4.2 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.
- 5. **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.
- 6. **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.

- | | |
|---|--|
| 7. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 8. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 9. Contract amendments | <p>9.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 10. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 11. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 12. Delays in the supplier's performance | <p>12.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>12.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>12.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>12.4 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.</p> |

12.5 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.

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

13. 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.

14. Termination for default

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 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.

**15. Anti-dumping
and countervailing
duties and rights**

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

**16. Force
Majeure**

16.1 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.

- 16.2 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.

**17. Termination
for insolvency**

- 17.1 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.

**18. 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.

**19. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
20. 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.
21. Applicable law		21.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
22. 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.
23. Taxes and duties		23.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 23.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 23.3 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.
24. Industrial Participation Programme	National (NIP)	24.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.