

5605

Bhisho

Corner Independence Avenue and Circular Drive

Department of Community Safety

Supply Chain Management Unit

Issued by:

CLOSING TIME: 11:00

CLOSING DATE: 15/09/2023

NAME OF BIDDER:

QUOTATION NUMBER: DOCS.QN-23/24-005

RENDERING OF SANITIZING SERVICES TO THE EASTERN
CAPE DEPARTMENT OF COMMUNITY SAFETY'S ABLUTION
FACILITIES OVER A PERIOD OF THREE (3) YEARS

SPECIFICATION

Corner Independent Avenue and Circular Drive, Bhisho, Erf 5000 Building.
Private Bag X0057, BHISHO, REPUBLIC OF SOUTH AFRICA Tel
Email: Fax: Website: www.ecpro.gov.za



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- (a) The Department's Supply Chain Management Policy will apply
- (b) The Department does not bind itself to accept the lowest RFQ or any other bid and reserves the right to accept the whole or part of the RFQ
- (c) Bids which are late, or submitted by facsimile or electronically, will not be accepted and will render the bid non-responsive.
- (d) Bids submitted will remain valid for a period of 90 days
- (e) The supporting documents must remain intact.
- (f) Declaration pages must be fully completed and signed.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

Completed Request for Quotation documents, enclosed in sealed envelopes, must be deposited into the Bid Box at the Department of Community Safety, Bisho on or before 15/09/2023 at 11H00, clearly marked: "Rendering of Sanitizing Services to the Eastern Cape Department of Community Safety's Ablution Facilities over a period of three (3) years" – Quotation No. DOCS.QN-23/24-005.

Request for Quotation (RFQ) documents will be available from 10/09/2023 and could be sourced from the departmental website at no cost.

- Must provide municipal account as proof of existing functional business unit (Head office/ branch) within the Eastern Cape Province (municipal account must not be older than three months prior the closing date of the bid) or valid lease agreement with proof of three rental payments made in the past three months prior the closing date of the bid. Residential letters from the Traditional Authorities/Municipal Councilors will also be accepted for suppliers residing in rural areas (suppliers are cautioned to avoid substituting lease rentals and accompanying payments by pretending to be residing in rural areas as that will later be verified with relevant authorities).
- Must provide proof of registration with the relevant waste disposal management regulatory body.
- Must provide a minimum of three reference letters from satisfied clients that have been serviced in the past five years. The reference letters must be on the relevant client's letterhead with fixed/mobile contact numbers indicative of delivery periods and must have been signed preferably by the SCM Manager/ Manager- Contracts/ Chief Financial Officer/Head of Department/ Municipal Manager. **The reference letter must be accompanied by the official purchase orders from relevant clients.** Template for reference letters which must be completed by previous clients will be provided to bidders for ease of reference.
- Must provide municipal account as proof of existing functional business unit (Head office/ branch) within the Eastern Cape Province (municipal account must not be older than three months prior the closing date of the bid) or valid lease agreement with proof of three rental payments made in the past three months prior the closing date of the bid. Residential letters from the Traditional Authorities/Municipal Councilors will also be accepted for suppliers residing in rural areas (suppliers are cautioned to avoid substituting lease rentals and accompanying payments by pretending to be residing in rural areas as that will later be verified with relevant authorities).

The Department of Community Safety seeks to appoint a suitable, experienced, and capable service provider to render sanitizing services to the department's ablution facilities over a period of three (3) years. Interested bidders should meet the following minimum requirements:


INVITATION FOR QUOTATION

- (g) The Department of Community Safety shall not do business with any person who is in the service of the state.
- (h) The information obtained from bidders will be used solely to evaluate the bids and shall be handled in compliance with the Protection of Personal Information Act (POPIA) of 2013.

Please refer all SCM enquiries to Mr. K Ngini at **079 880 8044** (email)

khayalethu.ngini@safetvec.gov.za and technical enquiries to Mr. L. Leve at **079 057 9257** (email) luvo.leve@safetvec.gov.za during normal office hours viz. 08:00 –

16:30



Mr. V.W. Mapolisa
 Head of Department
 Date: 06/09/2023

TERMS OF REFERENCE

PROJECT NAME: PROVISION FOR SANITISING SERVICES TO THE ABLUTION FACILITIES FOR A PERIOD OF THREE (03) YEARS

1. BACKGROUND

The Department of Community Safety has a responsibility to create and maintain an environment which is conducive for officials to work. The matter is seriously viewed as a compliance issue as determined by the Occupational Health & Safety Act No 85 of 1983 as it exposes officials and visitors to serious health hazards.

2. SCOPE OF WORK

- To provide sanitizing services to the ablution facilities
- Supply of SHE Bins and dispose contents of SHE Bins

2.1 The appointed service provider will be required to supply, install and maintain all required hygiene equipment, and render the hygiene service as per task description indicated in the section A below.

NO	DESCRIPTION / EQUIPMENT	QUANTITIES
1	Supply of sanitary disposal bins (Head office) Bhishe	15
2	Supply of sanitary disposal bins East London (BCM/Amathole)	4
3	Supply of sanitary disposal bins (Queens Town)	1
4	Supply of sanitary disposal bins (Umtata)	2

2.2 Appointed Service Provider will be expected to assist with the following, but not limited to, on a weekly basis.

TASK DESCRIPTION	FREQUENCY (Minimum)
A. SANITARY DISPOSAL /SHE BINS (WOMEN CUBICLES).	
Sanitary waste must be removed out of Department premises and disposed within the National Cleaning Contract Association (NCCA) guidelines	Once a week
Disposal bins must be replaced with clean disinfected inner plastic bags	Once a week
<ul style="list-style-type: none"> Must have self-closing tight fitting lids with trap doors with non-touch opening / closing mechanism One (1) bin per female cubicle 	Once a week

- 3.1.1 Service provider(s) that not registered on the Central Supplier Database is requested to do so before the award of the tender in order to enable the department to generate the government purchase order.
- 3.1.2 Compliance documents will be verified on the Central Supplier Database:- Tax Clearance Compliance status and business registration (including restriction imposed to do business with the state).
- 3.1.3 Certified copy/ copies must be certified by a Commissioner of Oaths from the South African Police Service(SAPS) or South African Post Office(SAPO) and must be date stamped not longer than six (06) months prior to the closure of this bid.
- 3.1.4 SBD 1 forms **MUST** be fully completed and submitted with the quotation.
- 3.1.5 The SBD 4 [Declaration of Interest] forms **MUST** be fully completed and submitted with the quotation.
- 3.1.6 The SBD 6.1 [Preference Points Claim Form] **MUST** be fully completed and submitted with the quotation; (bidder(s) who fail to

3.1 Compliance Requirements:

3. Quotation Qualification Criteria

The supplier[s] or service provider[s] should comply and take note that:

3.1.1 Service provider(s) that not registered on the Central Supplier Database is requested to do so before the award of the tender in order to enable the department to generate the government purchase order.

3.1.2 Compliance documents will be verified on the Central Supplier Database:- Tax Clearance Compliance status and business registration (including restriction imposed to do business with the state).

3.1.3 Certified copy/ copies must be certified by a Commissioner of Oaths from the South African Police Service(SAPS) or South African Post Office(SAPO) and must be date stamped not longer than six (06) months prior to the closure of this bid.

3.1.4 SBD 1 forms **MUST** be fully completed and submitted with the quotation.

3.1.5 The SBD 4 [Declaration of Interest] forms **MUST** be fully completed and submitted with the quotation.

3.1.6 The SBD 6.1 [Preference Points Claim Form] **MUST** be fully completed and submitted with the quotation; (bidder(s) who fail to

2.4 Indemnity

- Be fully responsible for services performed by its personnel
- Provide and execute everything necessary for provision of the associated services in accordance with industry standards and norms in terms of the prevailing sectorial determination and industry acceptance training levels, and any other relevant regulations, including but not necessarily limited to:
 - The provision of all equipment, qualified competent and well-trained personnel, and supervision thereof, required for the servicing of the building.
 - Preparation and submission of detailed invoices for verification and approval by the DOCS.

The Service Provider shall;

2.3 Expected Deliverables

complete this form will not qualify to claim points for specific goals and only points for price will be considered.

3.1.7 The SBD 7.2 (part 1) [Contract Form] **MUST** be fully completed and submitted with the quotation.

3.1.8 Bidders must be a legal entity or partnership (consortium).

3.1.9 Bidders must have provided supporting documentation for information not contained in the CSD summary report as per bid specification/ TOR schedule requirement.

3.1.10 Bidders who are not registered for VAT are not eligible to include VAT in their pricing.

3.1.11 Bidders should familiarise themselves with the General Conditions of Contract, as attached.

3.1.12 Bidders should take note that price is not the only determining factor to award the bid.

3.1.13 Both the Bid Pricing Form and the Pricing Schedule **MUST** be fully completed by bidders.

3.1.14 Failure to meet above compliance requirements with the exception of no. 3.1.6, 3.1.7, 3.1.11 and 3.1.12 as well as failing to meet the minimum requirements given under the invitation to quote, will render the quotation[s] or bid non responsive and may be disqualified.

3.2 Evaluation Criteria on Price and Specific Goals:

The following criteria shall apply:-

- In terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended and 2022 Regulations thereto points for specific goals is subject to application when bids are evaluated on price based on the 80/20 preference point system.

3.2.1 Price

The 80/20 preference points system

$$Ps = 80(1 - \frac{Pt-Pmin}{Pmin})$$

Where:-

Ps = points scored for price of the bid/proposal under consideration;

Pt = Price of the bid under consideration

Pmin = Price of the lowest priced acceptable bidder

➤ The final score will be obtained by adding points obtained for price to the preference points. Point score will be rounded to the nearest two (2) decimals

Bidders must submit proof in form of medical certificate. The Medical certificate will only be used for evaluation purposes in line with POIA, 2013.

3.2.3.3 Preference points allocated for persons with disabilities may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding.

Bidders must claim points by completing a table found on the SBD6.1 since the information will be verified from CSD summary report.

3.2.3.2 Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding.

Bidders must claim points by completing a table found on the SBD6.1 since the information will be verified from CSD summary report.

3.2.3.1 Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the company shareholding.

3.2.3 Claiming of Preference Points

	2	Military Veterans
		Province
	5	Locality: Eastern Cape
	3	People with Disabilities
	5	Youth
	5	Women owned companies
The specific goals allocated points in (80/20 system) allocated (To be completed by the organ of state)		terms of this tender
Number of points claimed (80/20 system) (To be completed by the tenderer)		

3.2.2.2 For the purposes of this tender the tenderer will be allocated points based on the goals tabulated below as may be supported by proof/documentation stated in the conditions of this tender:

3.2.2.1 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.

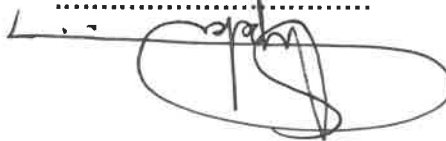
3.2.2 CALCULATION OF POINTS AWARDED FOR SPECIFIC GOALS

3.2.3.4 Preference points for Locality will be allocated for promotion of enterprises located within the Eastern Cape Province whereby bidders are expected to claim points by providing proof that the enterprise is located within the borders of the Eastern Cape Province. This includes an enterprise whose head office may be situated in another province but has a fully-pledged branch within Eastern Cape Province. Enterprises located outside the borders of the Eastern Cape Province and who only appoints agents or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

Bidders must provide municipal account as proof of existing functional business unit (Head office/ branch) within the Eastern Cape Province (municipal account must not be older than three months prior the closing date of the bid) or valid lease agreement with proof of three rental payments made in the past three months prior the closing date of the bid. Residential letters from the Traditional Authorities/Municipal Councilors will also be accepted for suppliers residing in rural areas.

3.2.3.5 Preference points allocated for Military Veterans may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding.

Bidders must submit proof in terms of confirmation letters obtained/ sourced from the Department of Military Veterans.



Mr A. Mpeta

Secretary: Bid Specification Committee

Date: 22/08/2023

Supported / Not Supported

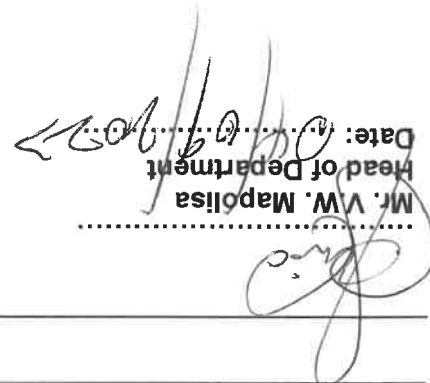


Mr. L. Leve

Deputy Director: Asset Management

Date: 22/08/2023

Mr. V.W. Mapolisa
Head of Department
Date: 09/08/2023

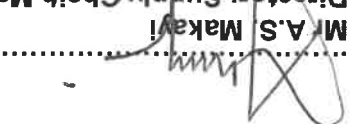


Ms N. Libala
Chief Financial Officer
Date: 28/08/2023



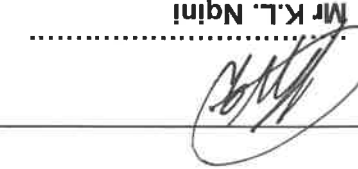
Recommended / Not Recommended

Mr. A.S. Makayi
Director: Supply Chain Management
Date: 28/08/24



Recommended / Not Recommended

Mr K.L. Ngini
Chairperson: Bid Specification Committee
Date: 04/08/2023



Recommended / Not Recommended

SBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	CLOSING DATE:	CLOSING TIME:	11:00
DESCRIPTION			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			

SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER			
CODE		NUMBER	
CELLPHONE NUMBER			
CODE		NUMBER	
FACSIMILE NUMBER			
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
B-BBEE STATUS LEVEL VERIFICATION			
<input type="checkbox"/> Yes		<input type="checkbox"/> No	
B-BBEE STATUS		LEVEL SWORN	
<input type="checkbox"/> Yes		<input type="checkbox"/> No	
TCS PIN:		OR	
CSD No:		AFFIDAVIT	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
<input type="checkbox"/>		A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
<input type="checkbox"/>		A REGISTERED AUDITOR	
NAME:			
[A-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 A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? [IF YES ANSWER PART B:3 BELOW] <input type="checkbox"/> Yes <input type="checkbox"/> No		SIGNATURE OF BIDDER DATE		CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.) TOTAL NUMBER OF ITEMS OFFERED		BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:		DEPARTMENT/ PUBLIC ENTITY CONTACT PERSON TELEPHONE NUMBER FACSIMILE NUMBER E-MAIL ADDRESS	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES WORKS OFFERED? [IF YES ENCLOSE PROOF] <input type="checkbox"/> Yes <input type="checkbox"/> No		TOTAL BID PRICE (ALL INCLUSIVE)		CONTACT PERSON TELEPHONE NUMBER FACSIMILE NUMBER E-MAIL ADDRESS		CONTACT PERSON TELEPHONE NUMBER FACSIMILE NUMBER E-MAIL ADDRESS		CONTACT PERSON TELEPHONE NUMBER FACSIMILE NUMBER E-MAIL ADDRESS	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022. THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS	<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> NO <input type="checkbox"/> YES</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

PRICING SCHEDULE

EASTERN DEPARTMENT OF COMMUNITY SAFETY						
PROJECT DESCRIPTION: PROVISION FOR SANITISING SERVICES TO THE ABLUTION FACILITIES						
ITEM NO.	DESCRIPTION	QTY	YEAR 1	YEAR 2	YEAR 3	
			RATE/ UNIT PRICE EXCL VAT	RATE/ UNIT PRICE EXCL VAT	RATE/ UNIT PRICE EXCL VAT	
1.	SUPPLY OF SANITARY DISPOSAL BINS (HEAD OFFICE) BISHO	15				
2.	SUPPLY OF SANITARY DISPOSAL BINS EAST LONDON (BCM/ Amathole)	4				
3.	SUPPLY OF SANITARY DISPOSAL BINS (QUEENS TOWN)	1				
4.	SUPPLY OF SANITARY DISPOSAL BINS (UMTATA)	2				
COMBINED TOTAL YEAR 1, 2, 3						
Vat 15% [only if eligible and registered]						
GRAND TOTAL						

.....
SIGNATURE OF BIDDER

.....
DATE

For ease of reference, Bidders shall enter their Bid Price, copied from the Pricing Schedule, in the space provided below. Should there be any discrepancy, then the sum calculated from the Pricing Schedule, subject to any arithmetic correction, shall hold precedence.

Total Price (amount in words):

.....

.....
inclusive of VAT

Total Price (amount in figures) R, inclusive of VAT

NAME OF BIDDER:

SIGNED ON BEHALF OF THE BIDDER:

SBD4

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 persons/ 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 interest 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
D		
O		
Y		
O		
U		
I		
O		

2.2 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

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:

I 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.

- 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 consortium will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided 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	Position
Date	Name of bidder

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.

SBD 6.1

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	
80	PRICE
20	SPECIFIC GOALS
100	Total points for Price and SPECIFIC GOALS

- 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

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = 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 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)
Women owned companies	5	5		
Youth			5	
People with Disabilities			3	
Locality: Eastern Cape Province			5	
Military Veterans			2	

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status
 - Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - General Conditions of Contract; and
 - Other (specify) (iii)
 - (ii) (iii)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

WITNESSES	1
2

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	SPECIFIC GOALS	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

GENERAL CONDITIONS OF CONTRACT

1.	DEFINITIONS	34.	PROHIBITION OF RESTRICTIVE PRACTICES
2.	APPLICATION	33.	NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (NIPP)
3.	GENERAL	32.	TAXES AND DUTIES
4.	STANDARDS	31.	NOTICES
5.	USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION	30.	APPLICABLE LAW
6.	PATENT RIGHTS	29.	GOVERNING LANGUAGE
7.	PERFORMANCE SECURITY	28.	LIMITATION OF LIABILITY
8.	INSPECTIONS, TESTS AND ANALYSIS	26.	TERMINATION FOR INSOLVENCY
9.	PACKING	25.	FORCE MAJEURE
10.	DELIVERY AND DOCUMENTS	24.	DUMPING AND COUNTERVAILING DUTIES
11.	INSURANCE	23.	TERMINATION FOR DEFAULT
12.	TRANSPORTATION	22.	PENALTIES
13.	INCIDENTAL SERVICES	21.	DELAYS IN THE SUPPLIER'S PERFORMANCE
14.	SPARE PARTS	20.	SUBCONTRACTS
15.	WARRANTY	19.	ASSIGNMENT
16.	PAYMENT	18.	CONTRACT AMENDMENTS
17.	PRICES	17.	PRICES
18.	CONTRACT AMENDMENTS	16.	PAYMENT
19.	ASSIGNMENT	15.	WARRANTY
20.	SUBCONTRACTS	14.	SPARE PARTS
21.	DELAYS IN THE SUPPLIER'S PERFORMANCE	13.	INCIDENTAL SERVICES
22.	PENALTIES	12.	TRANSPORTATION
23.	TERMINATION FOR DEFAULT	11.	INSURANCE
24.	DUMPING AND COUNTERVAILING DUTIES	10.	DELIVERY AND DOCUMENTS
25.	FORCE MAJEURE	9.	PACKING
26.	TERMINATION FOR INSOLVENCY	8.	INSPECTIONS, TESTS AND ANALYSIS
28.	LIMITATION OF LIABILITY	7.	PERFORMANCE SECURITY
29.	GOVERNING LANGUAGE	6.	PATENT RIGHTS
30.	APPLICABLE LAW	5.	USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION
31.	NOTICES	4.	STANDARDS
32.	TAXES AND DUTIES	3.	GENERAL
33.	NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (NIPP)	2.	APPLICATION
34.	PROHIBITION OF RESTRICTIVE PRACTICES	1.	DEFINITIONS

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the 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 RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

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

3. GENERAL

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in

- 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.
- 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.

7. PERFORMANCE SECURITY

- 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.

6. PATENT RIGHTS

- 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.

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,

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- 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 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.
- 10.2 Documents to be submitted by the supplier are specified
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.
12. TRANSPORTATION
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. INCIDENTAL SERVICES
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any.
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.1 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. WARRANTY

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(b) in the event of termination of production of the spare parts: warranty obligations under the contract; and

(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 or distributed by the supplier:

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured

14. SPARE PARTS

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.

(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.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the 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.

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

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

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 or in the purchaser's request for bid validity extension, as the case may be.

18. CONTRACT AMENDMENTS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. PENALTIES

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. TERMINATION FOR DEFAULT

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract;
- (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.

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 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.

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. LIMITATION OF LIABILITY

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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(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.

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 accessing the tax clearance status of the bidder.

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) (iiii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by 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 a 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 Commission 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.

