

BID NUMBER : ZNQ103/21/22

DESCRIPTION OF SERVICE: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY GOOD AND SERVICES FOR YOUTH INFORMATION SESSION ON BUILT ENVIRONMENT AND PROPERTY MANAGEMENT DISCIPLINES AT ENDUMENI LM, SIBONGILE AREA, WARD 5.

DEPARTMENT OF PUBLIC WORKS Private Bag X9041 Pietermaritzburg 3200

Project Leader: Ms N. Mpungose Contact number: 031 261 8997

PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED BY PROVINCIAL TREASURY.

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INVITATION TO BID

YOU ARE HERE				THE KW	AZUL	LU NATAL DEP		ENT OF PUBLIC WORKS	
BID NUMBER:		03/21/22	CLOSING DATE:			October 2021		LOSING TIME: 11H00	
		DINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY GOOD AND SERVICES FOR YOUTH INFORMATION							
		ON ON BUILT ENVIRONMENT AND PROPERTY MANAGEMENT DISCIPLINES AT ENDUMENI LM, SIBONGILE AREA,							
	WARD 5.								
DESCRIPTION									
BID RESPONSE	DOCUM	MENTS MAY BE I	DEPOSITED IN THE BI	D BOX SI	TUA	TED AT (STREE	T ADI	DRESS)	
BIDDING PROCE	DURE	ENQUIRIES MAY	BE DIRECTED TO	TECHN	ICA	L ENQUIRIES M	AY BE	E DIRECTED TO:	
CONTACT PERS	ON	Nomalungelo Z	Zulu	CONTA	CONTACT PERSON M			Ms. N.Mpungose	
TELEPHONE		J			CONTACT ENCON				
NUMBER		033 355 5536		TELEPI	HON	IE NUMBER		031 261 8997	
FACSIMILE NUM	IBER			FACSIN	/ILE	NUMBER			
E-MAIL ADDRES	S	Mngelo.zulu@k	znworks.gov.za	E-MAIL	ADI	DRESS		Nozipho.mpungose@kznworks.gov.z	а
SUPPLIER INFO	RMATIC	ON							
NAME OF BIDDE	:R								
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SUPPLIER		TAX				CENTRAL			
COMPLIANCE		COMPLIANCE		OR		SUPPLIER			
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IA B-BBEE STA	TUS LE	EVEL VERIFICAT	ION CERTIFICATE/ S	WORN A	FID	AVIT (FOR EMI	ES & (QSEs) MUST BE SUBMITTED IN ORDER TO	0
QUALIFY FOR P						7 (7.0			
1. ARE YO THE ACCREDITE				2.	۸	RE YOU A FORE	EICN		
REPRESENTATI						PPLIER FOR TH		☐Yes ☐No	0
SOUTH AFRICA		□Yes	□No	GOODS	S/SE	ERVICES /WORI			
THE GOODS /SERVICES /WOI	PKG	IIE VES ENCI O	SE DDOOE1	OFFER	ED?	?		[IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
OFFERED?	IXIXO	[IF YES ENCLOSE PROOF] BELOW]							
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS									
IS THE ENTITY A	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO								
DOES THE ENTI	TY HAV	E A BRANCH IN	THE RSA?					☐ YES ☐ NO	
DOES THE ENTI	TY HAV	E A PERMANEN	T ESTABLISHMENT IN	THE RSA	?			☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA				SA?				☐ YES ☐ NO	
IS THE ENTITY L	S THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?								
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.									

PART B

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

- 1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- Under no circumstances whatsoever may the bid forms be retyped or redrafted.
 Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4. Bids submitted must be complete in all respects.
- 5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
- 6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
- 7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
- 8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
- 9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
- 10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
- 11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
- 12. Any alteration made by the bidder must be initialled.
- 13. Use of correcting fluid is prohibited
- 14. Bids will be opened in public as soon as practicable after the closing time of bid.
- 15. Where practical, prices are made public at the time of opening bids.
- 16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
- 17. The bidder must initial each and every page of the document.

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PA	RTICULARS MAY RENDER THE BID INVALID.
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution)	
DATE:	

CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:

- (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
- (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Bidding Documents, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal Conditions of Contract, with which I/we am fully acquainted:
- (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
- (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;

(e)	the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose <i>domicilium citandi</i> et executandi in the Republic at (full physical address):
	and reflected dominimum change of executariar in the republic at (rail physical address).

- 3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
- 4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
- 5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement, which may be pronounced against me as a result of such action.
- 6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
 - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

	7 OF AT AT
	Y NAME IN BLOCK LETTERS
ON BEHALF OF (BIDDER'S NAME	=)
CAPACITY OF SIGNATORY	
NAME OF CONTACT PERSON (IN	BLOCK LETTERS, PLEASE)
POSTAL ADDRESS	
TELEPHONE NUMBER:	
FAX NUMBER:	
CELLULAR PHONE NUMBER:	
F-MAIL ADDRESS.	

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

- 1. In terms of the KwaZulu-Natal Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.
- 2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to www.csd.gov.za to register or call 033 897 4223/4676/4509 for assistance.
- 3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may;
 - 3.1 de-register the supplier from the Database,
 - 3.2 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
- 4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to updates its information on the Central Suppliers Database, relating to changed particulars or circumstances.

SECTION C

DECLARATION THAT INFORMATION ON CENTRALSUPPLIER DATABASE (CSD) IS CORRECT AND UP TO DATE

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

WHO REPRESENTS (state name of bidder)

I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

SECTION D

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1. In order to meet this requirement, bidders are required to complete in full the form TCC 001 "Application for a Tax Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate/ Valid Tax Compliance Pin Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
- SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1
 (one) year from the date of approval. Copies of TCC 001 "Application for a Tax Clearance Certificate"
 form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 3. The Tax Clearance Certificate / Valid Tax Compliance Status Pin must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5. Applications for the Tax Clearance Certificates / Valid Tax Compliance Status Pin may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SECTION E

AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on20,
Mr/Mrs/Ms
(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of
(Name of Company)
IN HIS/HER CAPACITY AS:
SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)
SIGNATURE OF SIGNATORY: DATE:
WITNESSES: 1

B. SOLE PROPRIETOR (ONE	- PERSON BUSINESS)		
I, the undersigned		hereby confirm that I am the	sole owner of the
business trading as			
SIGNATURE		DATE	
C. PARTNERSHIP			
The following particulars in resp Partner :	pect of every partner must be fu	rnished and signed by every	
Full name of partner	Residential address	Signature	
		well as any contract resulting from	
documents and correspondence	e in connection with this bid and	d /or contract on behalf of	
SIGNATURE	SIGNATURE	SIGNATURE	
SIGNATURE	SIGNATURE	SIGNATURE	

DATE

DATE DATE

D. CLOSE CORPORATION

,	
Mr/Mrs/Ms	, whose signature appears below, has been authorised to sign all
documents in connection with this bid on behalf of	
(Name of Close Corporation)	
SIGNED ON BEHALF OF CLOSE CORPORATION:	
(PRINT NAME)	
IN HIS/HER CAPACITY AS	DATE:
SIGNATURE OF SIGNATORY:	
WITNESSES: 1	

2.....

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on	20
at	
Mr/Mrs/Ms	, whose signature appears below, has been authorised to
sign all documents in connection with this bid on b	ehalf of (Name of cooperative)
OLOMATURE OF AUTHORISER REPRESENTAT	IVE/OLONATORY
SIGNATURE OF AUTHORISED REPRESENTAT	IVE/SIGNATORY:
IN HIS/HER CAPACITY AS:	
DATE:	
SIGNED ON BEHALF OF CO-OPERATIVE:	
NAME IN BLOCK LETTERS:	
WITNESSES: 1	

F. JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on20
Mr/Mrs/Ms,Mr/Mrs/Ms
Mr/Mrs/Msand Mr/Mrs/Ms
(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on beh
of:(Name of Joint Venture)
IN HIS/HER CAPACITY AS:
SIGNED ON BEHALF OF (COMPANY NAME):(PRINT NAME)
SIGNATURE: DATE:
IN HIS/HER CAPACITY AS:
SIGNED ON BEHALF OF (COMPANY NAME): (PRINT NAME)
SIGNATURE: DATE:
IN HIS/HER CAPACITY AS:
SIGNED ON BEHALF OF (COMPANY NAME):
SIGNATURE: DATE:
IN HIS/HER CAPACITY AS:

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on
Mr/Mrs/Ms
(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:
(Name of Consortium)
IN HIS/HER CAPACITY AS:
SIGNATURE:

SECTION F

BRIEFING SESSION

Applicable	Not Applicable	X
, the modern	110171661104610	

N.B: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID. BID NO: GOODS/ SERVICE DESCRIPTION: THIS IS TO CERTIFY THAT (NAME): ON BEHALF OF: THE COMPULSORY/ ATTENDED NON-COMPULSORY BRIEFING **SESSION** ON......(DATE) AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED. NAME AND SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE (PRINT NAME) DATE: SIGNATURE OF DEPARTMENTAL REPRESENTATIVE (PRINT NAME)

DEPARTMENTAL STAMP:

SECTION G:

SPECIFICATION, EVALUATION AND PRICE SCHEDULE

1) SPECIFICATION

1.1 Description of service: Appointment of a service provider to supply and delivery good and services for youth information session on Built Environment and Property Management disciplines at Endumeni LM, Sibongile area, ward 5, 24 October 2021.

2) **EVALUATION CRITERIA**

The evaluation criteria will be in two phases:

Phase 1: Administrative compliance

Correctness of bid documents

Compliance with bid regulations (registration with CSD, tax clearance certificate and other

prescripts requirements)

Phase 2: Price and preference points

3) PRICE SCHEDULE

NO	Item required	QUANTITY	PRICE PER ITEM / PER PERSON	TOTAL AMOUNT
	Venue : Endumeni LM, Sibongile area, ward 5. Date:24 October 2021		TEROOR	
1.	Food packs packed on wrapped polystyrene The standard provision is as follow: NB Delivery Time: 11h00am	2000pp		
	 2 x buttered bread rolls 			
	 2 x pieces of fried or grilled chicken Not Boiled 			
	300ml soft drink			
	300ml 100% fruit juice			
	1 fruit (apple)			
2.	VIP Morning refreshments at the briefing session for 45ppl: NB: TEA TO BE READY AT 08:00			
	Finger meaty platter	6 platter		
	Assorted plater of sandwiches filled with ham, cheese	1 plater		
	Platter assorted fruits	1 plater		
	330ml of 100% fruit can juice	45 ppl		
	Coffee, tea, sugar and milk. Wet wipes, serviettes, crockery, teacups and teaspoons	45 ppl		
3.	VIP Lunch refreshments NB Delivery Time: 11h00am Rice Fried piece of chicken Beef curry 1x green salad 1x cooked vegetable	50ppl		
	50 x 330ml of 100% fruit can juice Wet wipes, serviettes, crockery NB: Lunch to be packed on aluminum polystyrene containers	50 ppl		
4.	Framed Marquee to accommodate 2000 people (to cater for COVID-19 social distancing) [including Engineer's compliance certificate]	01		

	NB Delivery Date and		
	Time:23/10/2021 evening		
5.	Stage Décor and draping (dark	01	
	green, light green and gold, penton green 357C)		
6.	10x6m long x500 height, Stage	01	
J	for Main Guests capable of		
	seating 10 people with enough		
	social distance in compliance		
	with Covid-19 (with certification) NB: Stage must have ramp for		
	wheelchair		
7.	VIP 6 X9 Marquee	01	
	ND Dali and Time 20/40/0004		
	NB Delivery Time: 23/10/2021		
	evening		
8.	White chair covers.	40	
9.	Chairs (clean and safe to use)	2000	
10.	Trestle Tables [2 for main stage,	07	
	2 for registration, 2x for serving		
	food parcels		
11.	Tablecloths (black and white	04	
12.	Fire Extinguishers, certified	04	
13.	20 KVA Generator with enough	01	
	fuel		
14.	EMRS to be on site during of the	01	
17.	Event:		
	Duration: 24/10/2021		
	From 8h00 am 16h00 pm		
15.	Hand sanitizer with 70% alcohol	1x 5 ltr	
15.	based. Decanted on to small	IX S III	
	containers (250ml's) and be		
	placed at the entrance, on		
40	corridors, and at the main table	02	
16.	Temperature scanners to record temperature of people as they	03	
	enter the marquee		
17.	Marshals (service provider to		
	provider all Marshals with		
	bibs/reflector jackets for	20	
	identification purposes and must sign indemnity forms)		
18.	Toilets:	15	
	 15 x Chemical toilets for 		
	community (5 x males,		
	10 x females) 1 x double secluded	1	
	toilet	1	
	 1x paraplegic toilet 	1	

	NB: In compliance with Covid- 19 Regulation, Service Provider to ensure: - Adequate toilet paper - Water for hand wash - Hand Soap - Paper towels in ALL toilets NB Delivery Time: 10h00 am			
19.	Speed Fencing 150meters NB Delivery Time:11h00 am	150meters		
20.	Safety Officer	01		
21.	Lightening Conductors	02		
			Sub-total R	
			Plus 15% VAT	
			TOTAL R	

Total Bid amount to be carried over to (section H) NB: Bidders to take a note of special condition of contract on page 56.

SECTION H

SBD 3.1

PRICING SCHEDULE - FIRM PRICES (PURCHASES)

Applicable x Not Applicable

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

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

Name of bidder	Bid number	
Closing Time 11:00	Closing date	
OFFER TO BE VALID FOR	DAYS FROM THE CLOSING	DATE OF BID.
BID PRICE INCLUDING VAT	Γ: R	
TOTAL AMOUNT IN WORD	S:	
TIME FOR COMPLETION/ DE	LIVERY: Cale	endar months
NAME OF BIDDER:	SIGNATURE	DATE:
FOR OFFICE PURPOSES O	NLY	
	IMPORTANT	
	Mark appropriate block with "X"	
HAVE ANY ALTERATIONS E	BEEN MADE?	YES NO

SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

Applicable	Not Applicable	X
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NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

			Bid number
			CLOSING DATE OF BID.
ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-			
-	At:		
-	Country of origin:		
-	Does the offer comply	with the specification(s)	?*YES/N0
-	If not to specification, i	indicate deviation(s):	
-	Period required for del	livery:	
-	Delivery:		*Firm/not firn
** "all a	applicable taxes" include	es value- added tax, pa	y as you earn, income tax, unemployment insurance fund

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

^{**}Delete if not applicable

PRICE ADJUSTMENTS

Applicable Not Applicable X

NON-FIRM PRICES SUBJECT TO ESCALATION

IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

IN THIS CATE FORMULA:	GORY PRIC	E ESCALATIONS WILL ONLY BE	CONSIDERED IN TERMS OF	THE FOLLOWING	
	Pa =	$(1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R2t}{R2o}\right)$	$\frac{R3t}{R3o} + D4\frac{R4t}{R4o} + VPt$		
Where:					
Pa	=	The new escalated price to be calc	ulated.		
(1-V)Pt	=	85% of the original bid price. Note not an escalated price.		riginal bid price and	
D1, D2	=	Each factor of the bid price eg. lab various factors D1, D2etc. must		etc. The total of the	
R1t, R2t	=	Index figure obtained from new index (depends on the number of factors used).			
R1o, R2o	=	Index figure at time of bidding.			
VPt	=	15% of the original bid price. This to any price escalations.	portion of the bid price remains fir	m i.e. it is not subject	
The following inc	dex/indices m	ust be used to calculate your bid price	9:		
Index Da	ited	Index Dated In	dex Dated		
Index Dat	ted	Index Dated In	dex Dated		
		OF YOUR PRICE IN TERMS OF AB DD UP TO 100%.	OVE-MENTIONED FORMULA.	THE TOTAL OF THE	
(D1, [FACTC D2 etc. eg. Labou	R ur, transport etc.)	PERCENTAGE OF BID PRICE		

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

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

PRICING SCHEDULE

Applicable	Not Applicable	X

(Professional Services)

NAME	OF BIDDER:		BI	D NO.:
CLOSI	NG TIME 11:00	CLOSING DATE		
OFFE	R TO BE VALID FORD	AYS FROM THE CLOSING DATE OF	BID.	
ITEM NO	DESCRIPTION **(ALL A	BID PRICE IN RSA CURR PPLICABLE TAXES INCLUDED)	ENCY	
1.	The accompanying information	must be used for the formulation of pr	roposals.	
2.		e a ceiling price based on the total esti s for the project. R		f all phases and including all expenses
3.	PERSONS WHO WILL BE INV TERMS HEREOF)	OLVED IN THE PROJECT AND RAT	ES APPLICABLE (CERTIFII	ED INVOICES MUST BE RENDERED IN
4.	PERSON AND POSITION		HOURLY RATE	DAILY RATE
			R R R	

		R		days
		R		days
		R		days
		R		days
	Travel expenses (specify, for example rate/km and total k ncurred must accompany certified invoices.	m, class of airtravel,	etc). Only actual co	osts are recoverable. Proof of the ex
DES	CRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
				R
				R
				R
				R
* "al leve	TAL: R	ı. Three star hotel, be	ed and breakfast, te	elephone cost, reproduction cost,etc.
* "al leve 5.2 (Il applicable taxes" includes value- added tax, pay as you elopment levies. Other expenses, for example accommodation (specify, egoasis of these particulars, certified invoices will be checke	ı. Three star hotel, be d for correctness. Pı	ed and breakfast, te roof of the expense	elephone cost, reproduction cost,etc. es must accompany invoices.
* "al leve	Il applicable taxes" includes value- added tax, pay as you elopment levies. Other expenses, for example accommodation (specify, eg	ı. Three star hotel, be	ed and breakfast, te	elephone cost, reproduction cost,etc. es must accompany invoices. AMOUNT
* "al eve .2 (Il applicable taxes" includes value- added tax, pay as you elopment levies. Other expenses, for example accommodation (specify, egoasis of these particulars, certified invoices will be checke	ı. Three star hotel, be d for correctness. Pı	ed and breakfast, te roof of the expense	elephone cost, reproduction cost,etc. es must accompany invoices. AMOUNT R
* "al leve	Il applicable taxes" includes value- added tax, pay as you elopment levies. Other expenses, for example accommodation (specify, egoasis of these particulars, certified invoices will be checke	ı. Three star hotel, be d for correctness. Pı	ed and breakfast, te roof of the expense	elephone cost, reproduction cost,etc. s must accompany invoices. AMOUNT R
* "al leve 5.2 (Il applicable taxes" includes value- added tax, pay as you elopment levies. Other expenses, for example accommodation (specify, egoasis of these particulars, certified invoices will be checked SCRIPTION OF EXPENSE TO BE INCURRED	n. Three star hotel, be d for correctness. Pr RATE	ed and breakfast, te roof of the expense QUANTITY	elephone cost, reproduction cost,etc. es must accompany invoices. AMOUNT R R
* "al eve .2 (Il applicable taxes" includes value- added tax, pay as you elopment levies. Other expenses, for example accommodation (specify, egoasis of these particulars, certified invoices will be checked SCRIPTION OF EXPENSE TO BE INCURRED	n. Three star hotel, be d for correctness. Pr RATE	ed and breakfast, te roof of the expense QUANTITY	elephone cost, reproduction cost,etc. s must accompany invoices. AMOUNT R
.2 (c. b	Il applicable taxes" includes value- added tax, pay as you elopment levies. Other expenses, for example accommodation (specify, egoasis of these particulars, certified invoices will be checked SCRIPTION OF EXPENSE TO BE INCURRED	n. Three star hotel, be d for correctness. Pr RATE	ed and breakfast, te roof of the expense QUANTITY	elephone cost, reproduction cost,etc. es must accompany invoices. AMOUNT R R
.2 (c t t t t t t t t t t t t t t t t t t	Il applicable taxes" includes value- added tax, pay as you elopment levies. Other expenses, for example accommodation (specify, egoasis of these particulars, certified invoices will be checked accommodation of EXPENSE TO BE INCURRED	J. Three star hotel, be d for correctness. Pr	ed and breakfast, te roof of the expense QUANTITY	elephone cost, reproduction cost,etc. es must accompany invoices. AMOUNT R R

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		YES/NO
9.	If not firm for index.	the full period, provide details of the basis on which adjustments will be applied for, for example consumer price
	*[DELET	E IF NOT APPLICABLE]
Any	enquiries rega	rding bidding procedures may be directed to the –
(INS	ERT NAME A	ND ADDRESS OF DEPARTMENT/ENTITY)
Tel:		
Or fo	or technical info	ormation –
(INS	ERT NAME O	F CONTACT PERSON)
Tel:		

DECLARATION OF INTEREST

Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Full Name of bidder or his or her representative:
Identity Number:
Position occupied in the Company (director, trustee, shareholder², member):
Registration number of company, enterprise, close corporation, partnership agreement or trust
Tax Reference Number:
VAT Registration Number:

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

1"State" means -

- (a) Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) Any municipality or municipal entity; provincial legislature;
- (c) National Assembly or the national Council of provinces; or Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.1 Are you or any person connected with the bidder presently employed by the state?	
YES	/ NO
If so, furnish the following particulars:	
Name of person / director / trustee / shareholder/ member:	
Position occupied in the state institution:	
Any other particulars:	
2.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	
YES	/ NO
If yes, did you attach proof of such authority to the bid document?	
YES	/ NO
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	
If no, furnish reasons for non-submission of such proof:	

2.3	Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?
	YES / NO
	furnish particulars:
	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?
	furnish particulars:
	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?
	YES / NO
	furnish particulars:
2.6	Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?
	YES / NO
	furnish particulars:

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number
DECLARATION			
I, THE UNDERSIGNE	D (NAME)		
CERTIFY THAT THE CORRECT.	INFORMATION FUR	RNISHED IN PARAGRAI	PHS 2 and 3 ABOVE IS
DECLARATION PROV	/E TO BE FALSE.		SAINST ME SHOULD THIS
Signature	Date		
Position		of bidder	

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million. or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion,

sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
 - Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
 - a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number:	Closing date:
Name of bidde	r:
Postal address	S:
Signature: .	Name (in print):
Date: .	

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
 - a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ______ preference point system shall be applicable; or
 - b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.3 Points for this bid shall be awarded for:
 - (b) Price; and

1.2

- (c) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:

B-BBEE Status level certificate issued by an authorized body or person;

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

Any other requirement prescribed in terms of the B-BBEE Act;

- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 9

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$
 or $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.	BID	DECL	ARA	MOIT
J.	טוט		\neg ı \cdot r	/ I I O I 4

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

If yes, indicate: 7.1.1

i) What pei	centage of the	contract will be	subcontracted		%
----------------	----------------	------------------	---------------	--	---

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

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

(Tick applicable box) YES NO

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

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

8.	DECLARATION WITH REGARD TO COMPANY/FIRM
8.1	Name of company/firm:
8.2	VAT registration number:
8.3	Company registration number:
8.4	TYPE OF COMPANY/ FIRM
	 □ Partnership/Joint Venture / Consortium □ One person business/sole propriety □ Close corporation □ Company □ (Pty) Limited [TICK APPLICABLE BOX]
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
8.6	COMPANY CLASSIFICATION
	 Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]
8.7	Total number of years the company/firm has been in business:
8.8	I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that

acknowledge that:

paragraph 1 of this form;

i) The information furnished is true and correct;

6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we

ii) The preference points claimed are in accordance with the General Conditions as indicated in

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

WITNESSES	
1	SIGNATURE(S) OF BIDDERS(S)
2	DATE:ADDRESS

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2.	The stipulated minimum threshold(s 1286:2011) for this bid is/are as follows:	s) for local production and content (refer to Annex A of SATS ws:
	Description of services, works or goods	Stipulated minimum threshold
		%
		%
		%
3.	Does any portion of the goods or serve have any imported content? (Tick applicable box) YES NO	vices offered
31		used in this bid to calculate the local content as prescribed in ns must be the rate(s) published by SARB for the specific currency id.
	The relevant rates of exchange inform	nation is accessible on www.resbank.co.za
	Indicate the rate(s) of exchange again SATS 1286:2011):	nst the appropriate currency in the table below (refer to Annex A of
		Rates of exchange
	US Dollar	
	Pound Sterling	
	Yen	
	Other	
	NB: Bidders must submit proof of the	SARB rate (s) of exchange used.
		nges are experienced in meeting the stipulated minimum threshold ed accordingly in order for the dti to verify and in consultation with ard.
		L CONTENT DECLARATION D ANNEX B OF SATS 1286:2011)
RES MEN	SPONSIBLE PERSON NOMINATED	CHIEF FINANCIAL OFFICER OR OTHER LEGALLY IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP
IN R	ESPECT OF BID NO	
ISSI	JED BY: (Procurement Authority / Name	e of Institution):
NB		
1	The obligation to complete, duly	sign and submit this declaration cannot be transferred to an

2	shou Decl subs subs by the	Guidance on the Calculation of Local Colex C, D and E) is accessible on
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external authorized representative, auditor or any other third party acting on behalf of the bidder.

CONTRACT FORM - PURCHASE OF GOODS/WORKS

Applicable	Not Applicable	Х
, ippiioubic	i tot / tppiloubic	

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 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);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract: and
 - (iii) Other (specify)
- 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 goods and/or works 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 fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment 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.

NAME (PRINT)		
(* * * * * * * * * * * * * * * * * * *		WITNESSES
CAPACITY		
0101147117		1
SIGNATURE		
NAME OF FIRM		2
TW WILL OF THE		DATE:
DATE		DATE.
	Page 44 of 68	
	3	•

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

An official order indicating delivery instructions is forthcon I undertake to make payment for the goods/works of conditions of the contract, within 30 (thirty) days after recented. PRICE (ALL APPLICAB LE TAXES INCLUDED) BRAND BRAND	delivered in accordan	
conditions of the contract, within 30 (thirty) days after reconote. PRICE (ALL APPLICAB LE TAXES PRICE (ALL BRAND) PRICE (ALL APPLICAB BRAND)	B-BBEE STATUS LEVEL OF CONTRIBUTIO	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT
PRICE (ALL ITEM APPLICAB LE TAXES BRAND	B-BBEE STATUS LEVEL OF CONTRIBUTIO	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT
ITEM APPLICAB BRAND PERIOD LE TAXES	STATUS LEVEL OF CONTRIBUTIO	THRESHOLD FOR LOCAL PRODUCTION AND CONTENT
I confirm that I am duly authorised to sign this contract.		
ED ATON		
E (PRINT)		
ATURE	WITNESSES	
CIAL STAMP	1	
	2	

CONTRACT FORM - RENDERING OF SERVICES

Applicable	Х	Not Applicable	
pp			

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)

- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) 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 2017;
 - Declaration of interest:
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
- 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 fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment 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.

NAME (PRINT)	
CAPACITY	
SIGNATURE	
NAME OF FIRM	
DATE	

WI	ITNESSES
1	
2	
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DA	ATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1.	l	in my	capacity as			
	accept your bid under ref services indicated hereund				for the rende	ering of
2.	An official order indicating s	ervice delivery instr	uctions is forthco	ming.		
3.	I undertake to make payme the contract, within 30 (thirty			ordance with the t	erms and condi	tions of
	DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)	
4.	I confirm that I am duly aut	horised to sign this	contract.			I.
SIG	NED AT	ON				
NAN	ME (PRINT)					
SIG	NATURE					
OFF	FICIAL STAMP		W	TITNESSES		
			1			
			2			
			D	ATE:		

CONTRACT FORM - SALE OF GOODS/WORKS

Applicable	Not Applicable	Χ

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (vii) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)
- 4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
- 5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 6. I undertake to make payment for the goods/works as specified in the bidding documents.
- 7. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 8. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)	
CAPACITY	 WITNESSES
SIGNATURE	 1
NAME OF FIRM	 2
DATE	 DATE

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

l. l		in my capacity as			
		numberda and/or further specified in			chase of
l undertake contract.	to make the goods/w	orks available in accord	dance with th	e terms and condition	ns of the
ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)			
	at I am duly authorised	to sign this contract.			
IAME (PRINT)					
SIGNATURE					
OFFICIAL STAMP			V	WITNESSES	
			3	3	
			4	1	
)ATE	

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No

Item	Question		Yes	No		
4.3.1	If so, furnish particulars:					
4.4	Was any contract between the bidder and any orgaterminated during the past five years on account of on or comply with the contract?		Yes	No		
4.4.1	If so, furnish particulars:	,				
CERTIFICATION						
I, THE UNDERSIGNED (FULL NAME)						
	CCEPT THAT, IN ADDITION TO CANCELLATION INST ME SHOULD THIS DECLARATION PROVE		T, ACTION	MAY BE TAKEN		
Sigr	nature	Date				
Pos	ition	Name of Bidder	••••			
				Js365bW		

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the a	accompanying bid:
	(Bid Number and Description)
in response to the invitation for the bid	d made by:
	(Name of Institution)
do hereby make the following stateme	ents that I certify to be true and complete in every respect:
I certify, on behalf of:	that:
	(Name of Bidder)

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;or
 - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 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.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

knowledge in an activity for the execution of a contract.				
Signature	Date			
Position	Name of Bidder			

10. 3 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and

SECTION P

SCHEDULE VARIATIONS FROM GOODS OR SERVICES INFORMATION

Should the Bidder wish to make any departure from or modification in the Special Conditions of Contract, Specifications, Schedule list of Prices/ Quantities/ Drawings or to qualify the bid in any way, he/she shall indicate the proposals clearly hereunder or alternatively make photocopies of the original quotation/bid documentation.

SECTION	PAGE	VARIATION: CLAUSE OR ITEM
SIGNATURE O	F BIDDER:	

SIGNATURE OF BIDDER:	
DATE:	

SECTION Q

SPECIAL CONDITIONS OF A CONTRACT

- 1. Supplier must be registered on CSD.
- 2. Supplier must deliver as per the specification provided.
- 3. Should bidders not quote for all items, they will be considered as being non-responsive.
- 4. The total quotation price must be inclusive of the cost of the supply, delivery.
- 5. The price quoted must be fixed for the period of 90 days.
- 6. The Department reserves the right not to award to the lowest bidder.
- 7. The Department will conduct a detailed risk assessment prior to the award.

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

- 1. Definitions
- 2. Application
- General
- 4. Standards
- 5. Use of contract documents and information; inspection
- 6. Patent rights
- 7. Performance security
- 8. Inspections, tests and analysis
- 9. Packing
- 10. Delivery and documents
- 11. Insurance
- 12. Transportation
- 13. Incidental services
- 14. Spare parts
- 15. Warranty
- 16. Payment
- 17. Prices
- 18. Contract amendments
- 19. Assignment
- 20. Subcontracts

- 21. Delays in the supplier's performance
- 22. Penalties
- 23. Termination for default
- 24. Dumping and countervailing duties
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of disputes
- 28. Limitation of liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

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.

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.

- 2.2Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3Where 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.

- 5.1The 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.
- 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.
- 5.4The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

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

8. Inspections, tests and analyses

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

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this

election shall not relieve the supplier of any warranty obligations under the contract; and

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

15. Warranty

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's 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 Clause21.2 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; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that

such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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

25. Force Majeure

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

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of 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)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

29.1The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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Included with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.