



## REQUEST FOR QUOTATION

**RFQ DESCRIPTION: APPOINTMENT OF A COMPETENT EXTERNAL SERVICE PROVIDER TO ORGANISE AND PROJECT MANAGE DEPARTMENTAL WELLNESS CALENDER EVENTS FOR THE 2023/24 FINANCIAL YEAR FOR THE DEPARTMENT OF TRANSPORT GOVERNMENT FLEET MANAGEMENT SERVICES-TRADING ENTITY.**

**RFQ NUMBER: DOT GFMS-23/24-0008**

**Issued by:**

Supply Chain Management Unit  
Department of Transport  
GFMS-TRADING ENTITY  
OLD CASTELLANO BUILDING  
25 BROOKLYN ROAD  
WOOD BROOK  
EAST LONDON

**BIDDER'S NAME:** .....

**CSD NUMBER.:** .....

<b>CLOSING DATE</b>	<b>12 JUNE 2023</b>
<b>CLOSING TIME</b>	<b>11:00</b>
<b>LATE, SCANNED, FASCMailed BIDS WILL BE DISQUALIFIED</b>	



## INVITATION TO QUOTE

### 1. **BACKGROUND**

The Department of Transport- GFMS Trading Entity seeks to appoint a suitable and credible service provider to facilitate and co-ordinate the departmental calendar events for Government Fleet Management Services Trading Entity (GFMS) for the current financial year 2023/24.

### 2. **BIDDERS PLEASE TAKE NOTE:**

- a) Bidders must ensure that they comply with all the mandatory requirements in this bid document (RFQ). Failure to do so will invalidate the bid.
- b) This bid document (RFQ) must be returned to GFMS in its original form. No part thereof should be altered (retyped) or removed. Failure to comply with this requirement will invalidate your bid (RFQ).
- c) All SBD forms are to be fully completed and signed by a delegated person.
- d) All copies of the requested returnable documents are certified for a period not older than six (06) months.
- e) The RFQ and all its returnable documents must be submitted to GFMS on or before the closing date and time indicated on page 1 / Cover Page of this document. Late RFQs received after 11:00 on the closing date will not be accepted. Scanned, faxed, or emailed quotations will not be accepted.
- f) Bidders who are listed in the national treasury's register for tender defaulters and restricted suppliers will be automatically disqualified.
- g) No award will be made to persons in the service of the state.
- h) The amount reflected on the Bid Pricing Form takes precedence over any other total amount indicated elsewhere in the Bidders tender submission. If the Bid Pricing Form has no value or figure, the bidder will be regarded as having made no offer and therefore non-responsive.
- i) Bidders who are not registered for VAT are not eligible to claim VAT in their pricing.
- j) Bidders should take note that price is not a determining factor to award the quotation. GFMS reserves the right to appoint more than one (1) service provider.

### 3. **SPECIAL CONDITIONS**

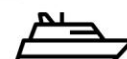
- a) Bidders must please take note that the GFMS may opt to host the events on a date which is different from the national calendar date.
- b) The successful bidder will be paid part payments (upon successfully rendering events management services of each event)
- c) The successful bidder is expected to make use of own operational costs to execute an event and thereafter claim the costs incurred for services rendered from GFMS within 30 days of an event.

### 4. **COMPULSORY SITE INSPECTION**

There will be no site inspection for this bid (RFQ).

For any **Procurement enquiries** relating to this RFQ, Contact: Ms. N Ncipha at 043 731 2892; [nandipha.ncipha@ectransport.gov.za](mailto:nandipha.ncipha@ectransport.gov.za) or Ms. P. Solwandle; [phila.solwandle@ectransport.gov.za](mailto:phila.solwandle@ectransport.gov.za) in writing via email during business hours from Monday to Thursday 08:00 – 16:30 and Friday from 08:00 – 16:00:

**Technical enquiries** relating to the Specification / Terms of Reference contact the Project Manager: - Ms. N. Mafani on 043 731 1081 or 067 429 3380; [nokuthula.mafani@ectransport.gov.za](mailto:nokuthula.mafani@ectransport.gov.za) in writing via email during business hours i.e., from Monday to Thursday 08:00 – 16:30 and Friday from 08:00 – 16:00:



## 5. SUBMISSION OF BID DOCUMENTS

The bid box is accessible from Monday to Friday 8:00 am to 16:00

Bidders are to note that Castellano Building is a shared building that is occupied by GFMS, the EC Dept. of Health Amathole District, and the Dept. of Transport Amathole District. **BIDDERS MUST ENSURE THAT THEIR BIDS (RFQ) DOCUMENTS ARE DEPOSITED IN THE GFMS BID BOX AS FAILURE TO DEPOSIT THE BID DOCUMENTS IN THE CORRECT BID BOX WILL INVALIDATE YOUR BID.**

Only documents deposited in the GFMS tender/bid box situated at the below-mentioned address will be considered for evaluation.

### **ALL QUOTATIONS DOCUMENTS MUST BE SUBMITTED AS FOLLOWS:**

Firmly bound quotation in a sealed envelope to be **placed in the Bid/Tender Box** on or before the closing date and time of submission indicated above.

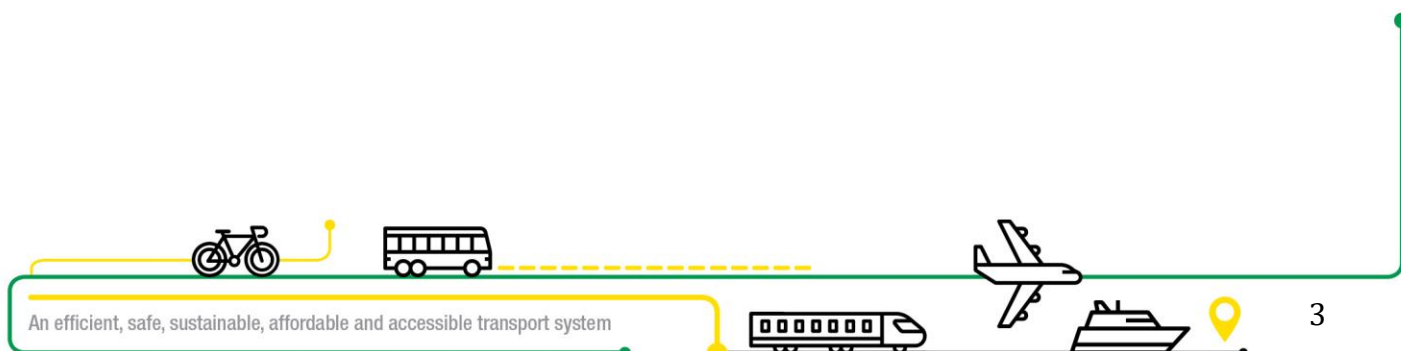
Bid/Quotation Ref. Number: **DOT GFMS- 23/24 - 0008**

Project Name: **APPOINTMENT OF A COMPETENT EXTERNAL SERVICE PROVIDER TO ORGANISE AND PROJECT MANAGE DEPARTMENTAL WELLNESS CALENDER EVENTS FOR THE 2023/24 FINANCIAL YEAR FOR THE DEPARTMENT OF TRANSPORT GOVERNMENT FLEET MANAGEMENT S-TRADING ENTITY**

Attention: Supply Chain Management  
 Delivered at: Ground Floor  
 Government Fleet Management Services -Trading Entity  
 Castellano Building  
 25 Brooklyn Road  
 Woodbrook, East London, 5201

**BIDDERS MUST ENSURE THAT THE RFQ DOCUMENTS ARE DEPOSITED IN THE GFMS TRADING ENTITY QUOTE BOX AS FAILURE TO DEPOSIT THE RFQ DOCUMENTS IN THE CORRECT QUOTE BOX WILL INVALIDATE YOUR RFQ. ONLY DOCUMENTS DEPOSITED IN THE GFMS TENDER / QUOTE BOX SITUATED AT THE ADDRESS MENTIONED ABOVE WILL BE CONSIDERED.**

**Where the bidders makes use of a courier services company, the bidder must ensure that the courier deposits the RFQ in the correct quote box before the closing time of the RFQ.**

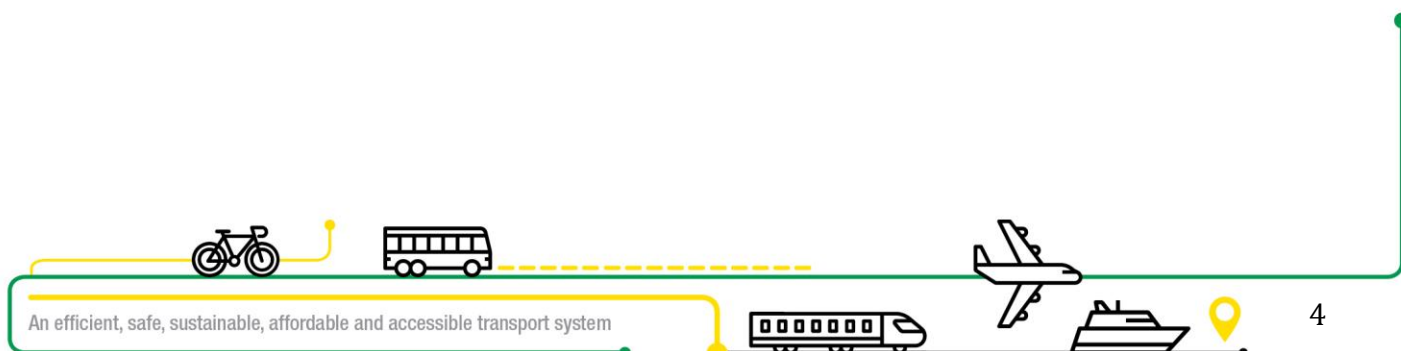


# QUOTATION EVALUATION CRITERIA

## Stage 1 - MANDATORY REQUIREMENTS:

NB: Failure to meet the mandatory requirements will result in disqualification		
	REQUIREMENT	PROOF TO BE ATTACHED
1.	The bidder must be registered on the Central Supplier Database (CSD).	CSD Report
2.	<p>The bidder must have performed a minimum of two (2) projects of a similar nature to the minimum value of R100 000 (One Hundred Thousand Rands) each.</p> <p>(Facilitation of events of this nature or of a similar magnitude)</p> <p>Bidders must complete <b>Annexure A</b>.</p>	<b>Complete Annexure A on page 21 of the bid document</b>

**NB: FAILURE TO MEET THE ABOVE MANDATORY REQUIREMENTS WILL RENDER THE QUOTATION[S] NON-RESPONSIVE AND WILL BE DISQUALIFIED**



**Stage 2- The following criteria shall apply:-**

The tender will be evaluated according to the preferential procurement model in the preferential Procurement Policy Framework Act (PPPFA 5 of 2000): Preferential Procurement Regulations, 2022 as well as the SCM Policy of the Department of Transport.

**1. Price:**

80 points will be awarded to the bidder submitting the lowest price (all other bidders will receive points proportionately thereto).

**2. Calculation of points for specific goals:**

The tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women ownership	5	% ownership
Disabled people ownership	5	% ownership
Locality (Local Municipality–Buffalo City)	10	

- \* **Service Providers may be required to submit proof in support of Specific Goals points claimed. Non-submission of the required proof of claimed will lead to the service provider to be allocated zero points.**
- \* **The Central Supplier Database will be used to verify the specific goals other than the specific goals stated on the table above.**
- \* **A bid will not be disqualified from the bidding process if the bidder does not claim points or provide proof substantiating the SPECIFIC GOALS. Such bidders will score 0 out of maximum of 20 points for SPECIFIC GOALS.**

**3. Objective Criteria:**

**In terms of section(2)(1)(f) of the PPPFA, the following sector specific objectives criteria will be considered:**

- 100% Military Veterans Ownership: valid proof of veteran status.
- 100% Small, Medium and Micro Enterprise (SMME), Emerge Micro Enterprise (EMEs) and Qualifying Small Enterprises (QSEs).



## SPECIFICATION

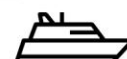
### 1. BACKGROUND

The Department of Transport- GFMS Trading Entity seeks to appoint a suitable and credible service provider to facilitate and co-ordinate the departmental calendar events for Government Fleet Management Services Trading Entity (GFMS) for the current financial year 2023/24.

### 2. OBJECTIVE

The objective of the RFQ is to appoint a suitable and credible service provider to facilitate and coordinate departmental calendar events. The Entity has the responsibility of promoting an organizational culture that is conducive to individual and organizational wellness and work-life balance in order to enhance the effectiveness and efficiency of the Public Service.

- Focusing on youth empowering on life, education, and freedom and to commemorate the Soweto youth uprising of **16<sup>th</sup> June**.
- To integrate men's voices into the gender debate within the government, "Run by men for men about men and women". The aim of the men's forum is to workshop and create a platform to discuss all issues affecting men in modern society. "It is the day for men to stand up and say, **"I CARE"**". The Forum will provide lessons for those interested in impacting on policy by mobilizing men within government for the month of **July**.
- Empowering women to clarify goals and expectations, support the women by providing resources they need to succeed, and removing any obstacles that may hinder progress and independency during women's month, **9<sup>th</sup> August**.
- To Celebrate the cultural wealth of our nation by ensuring that employees continue to uphold and remember the cultural heritage of many cultures that make up the population of our beloved country not only on political aspects but on diverse society during heritage month, **24<sup>th</sup> September**.
- Wellness Day to teamwork which will be a process that will help employees evolve into a cohesive unit. The team members not only share expectations for accomplishing group tasks but trust and support one another and respect one another's individual differences in **October**.
- Recognition for service in the government in respect of officials who are exiting the service.
- The Purpose of World Aids Day is an opportunity to spread awareness about the status of the pandemic and encourage progress in HIV/AIDS prevention, treatment, and care around the world. On this day, employees will be wearing red ribbons, as a symbol of awareness of support, and solidarity with people living with HIV, including amongst others medical screening and testing, fun-run/walk, aerobics, tug-of-war- soccer and netball matches against other departments **01<sup>st</sup> December**.
- Valentine's Day it has also become a significant cultural, religious and commercial celebration of love in many regions of the world **14 February**.
- Human Rights Day in South Africa is historically linked with 21 March 1960, and the events of Sharpeville. On that day 69 people died and 180 were wounded when police fired on a peaceful crowd that had gathered in protest against the Pass laws **21 March**.



### 3. SCOPE OF WORK

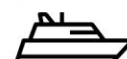
The appointed service provider is expected to perform the following tasks:

- 3.1 Provide services in the first quarter: - June 16<sup>th</sup> for Youth Day for all GFMS Youth employees.
- 3.2 Provide services in the second quarter: - July for Men's Forum for all GFMS male employees.
- 3.3 Provide services in the second quarter: - August 9<sup>th</sup> for Women's Day for all GFMS women employees.
- 3.4 Provide services in the third quarter – September 24<sup>th</sup> for Heritage Day for all GFMS employees.
- 3.5 Provide services in the third quarter: - October for Wellness Day for all GFMS employees.
- 3.6 Provide services in the third quarter: December for World Aids Day for all GFMS employees.
- 3.7 Provide decoration of venues services for Youth Day, Women's Day, Heritage Day, Wellness Day in promoting teamwork in the workplace and World Aids Day as these venues will be provided for by the entity.
- 3.8 Provide decoration of venue services for Recognition for service in the government in respect of officials who are exiting the service.
- 3.9 Provide all the necessary logistics such as the Decoration of the Venue, Entertainment (such as artists/ Cultural Group Dancers/Motivational Speaker/Guest Speaker/ Reformed Youth), and Catering.

### 4. DETAILED SCOPE OF WORK

TABLE 4. 1

YOUTH DAY, 16 JUNE 2023					
ITEM	SERVICE DESCRIPTION /	SPECIFICATION	QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Undercover parking bay (garage) on-premises	<ul style="list-style-type: none"> <li>Black plastic chairs</li> <li>Rectangular table and black covered plastic chair for MC</li> <li>Performing stage for dancers &amp; singers</li> <li>Background décor with June 16 theme</li> <li>Extra portable lights for stage and background</li> </ul>	110  1  1  1  3		

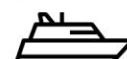




2.	Motivational Speaker	On empowering youth on life, education, and freedom/finances.	1		
3.	Dance Performance group and Music Singer (within the BCM)	Group to perform SARAFINA DANCE and other youth dancers.	1		
4.	Portable PA System and entertainment	1x Speaker 1 x microphone	1		
5.	Catering	<b>Lunch</b> <ul style="list-style-type: none"> <li>Braai and</li> <li>Two salads</li> <li>Bread rolls</li> </ul> Lunch to include assorted soft drinks and 100 % fruit juices	108		
		Halaal Meal (Quarter chicken with salad)	1		
		Vegetarian meal	1		
TOTAL COST OF HOSTING YOUTH DAY EVENT					
<b>NB: CARRY TABLE 4.1 TOTAL TO PRICING SCHEDULE ON PAGE 20</b>					<b>R</b>

TABLE 4. 2

MEN'S FORUM, ... JULY 2023					
ITEM	SERVICE DESCRIPTION /	SPECIFICATION	QUANTITY	UNIT PRICE	TOTAL PRICE
6.	Hiring of 3-star conference venue within the East London area.	<ul style="list-style-type: none"> <li>Venue should accommodate +/-47 Male officials</li> <li>Décor</li> <li>PA System</li> </ul>	1		
7.	Motivational Speaker	From the organisation "Let Us Find Them" or Equivalent which collaborates with other stakeholders on empowering men.	1		
8.	Catering (included in the conference venue package)	On arrival tea/coffee or juice. <b>Full meal lunch</b> <ul style="list-style-type: none"> <li>Starter</li> <li>three veggies,</li> </ul>	+/- 46		

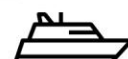




		<ul style="list-style-type: none"> <li>• two meats (red meat and chicken)</li> <li>• starch</li> <li>• Two salads</li> </ul> Lunch to include assorted soft drinks and 100 % fruit juices.  Halaal Meal	1 official		
	<b>TOTAL COST OF HOSTING YOUTH DAY EVENT</b>  <b>NB: CARRY TABLE 4.2 TOTAL TO PRICING SCHEDULE ON PAGE 20</b>				R

TABLE 4. 3

WOMENS DAY EVENT, 09 AUGUST 2023					
ITEM	SERVICE DESCRIPTION /	SPECIFICATION	QUANTIT Y	UNIT PRICE	TOTAL PRICE
9.	Hiring of 3-star conference venue within the East London area.	<ul style="list-style-type: none"> <li>• Venue should accommodate +/- 63 women</li> <li>• Décor</li> <li>• PA System</li> </ul>	1		
10	Motivational Speaker	On empowering women.	1		
11	Catering (included in the conference venue package)	On arrival tea/coffee or juice. <b>Full meal lunch</b> <ul style="list-style-type: none"> <li>• Starter</li> <li>• three veggies,</li> <li>• two meats (red meat and chicken)</li> <li>• starch</li> <li>• Two salads</li> </ul> Lunch to include assorted soft drinks and 100 % fruit juices  Vegetarian Meal	+/- 62          1		
	<b>TOTAL COST OF HOSTING YOUTH DAY EVENT</b>  <b>NB: CARRY TABLE 4.3 TOTAL TO PRICING SCHEDULE ON PAGE 20</b>				R



**TABLE 4. 4**[illegible]

TABLE 4. 5

WELLNESS DAY, OCTOBER 2023					
ITEM	SERVICE DESCRIPTION /	SPECIFICATION	QUANTITY	UNIT PRICE	TOTAL PRICE
12	Hiring of 3-star conference venue outside East London	Venue should accommodate +/- 110	1		
13	Motivational Person to conduct outdoor challenging activities	<ul style="list-style-type: none"> <li>• Personality-Based Team Building Techniques</li> <li>• Skills-Based</li> <li>• Problem-Based and</li> <li>• Activity-Based Team Building.</li> </ul>	1		
14	Catering (included in the conference venue package)	On arrival tea/coffee or juice.	+/-108		
		Fruit, still water, energy drinks and energy bars	110		
		<b>Full meal lunch</b> <ul style="list-style-type: none"> <li>• three veggies,</li> <li>• two meats (red meat and chicken)</li> <li>• starch</li> <li>• Two salads</li> </ul> Lunch to include assorted soft drinks and 100 % fruit juices	108		
		Halaal Meal (Quarter chicken with salad)	1		
		Vegetarian meal	1		
TOTAL COST OF HOSTING YOUTH DAY EVENT					
<b>NB: CARRY TABLE 4.5 TOTAL TO PRICING SCHEDULE ON PAGE 20</b>					<b>R</b>

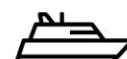


TABLE 4. 6

LONG SERVICE RECOGNITION, 2023					
ITEM	SERVICE DESCRIPTION /	SPECIFICATION	QUANTITY	UNIT PRICE	TOTAL PRICE
15	Hiring of 3-star conference venue outside East London	Venue should accommodate +/-50	1		
16	Motivational Speaker from DOT – GFMS or outside the department	Long service	1		
17	Catering (included in the conference venue package)	<b>Full meal lunch</b> <ul style="list-style-type: none"> <li>• three veggies,</li> <li>• two meats (red meat and chicken)</li> <li>• starch</li> <li>• Two salads</li> </ul> Lunch to include assorted soft drinks and 100 % fruit juices	+/-50		
	TOTAL COST OF HOSTING YOUTH DAY EVENT				
	<b>NB: CARRY TABLE 4.6 TOTAL TO PRICING SCHEDULE ON PAGE 20</b>				<b>R</b>

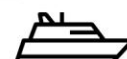
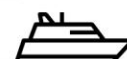


TABLE 4. 7

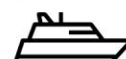
WORLD AIDS DAY, 01 DECEMBER 2023					
ITEM	SERVICE / DESCRIPTION	SPECIFICATION	QUANTITY	UNIT PRICE	TOTAL PRICE
18	Hiring field for the day	3 rectangle tables and 10 black plastic chairs	1		
19	Motivational Speaker	<ul style="list-style-type: none"> <li>Purpose of the day</li> <li>Candlelight and prayer</li> </ul>	1		
20	Instructor/Empire Games and Matches	<ul style="list-style-type: none"> <li>Fun-run/walk, aerobics, tug-of-war, departmental matches against other departments that will be invited.</li> </ul>	1		
21	Catering	<b>On arrival:</b> <b>Healthy packs –</b> <ul style="list-style-type: none"> <li>Fruit, still water and energy bars.</li> </ul> <b>Lunch meals</b> <ul style="list-style-type: none"> <li>Quarter chicken, chips, bread rolls and</li> </ul> Lunch to include assorted soft drinks and 100 % fruit juices	110		
	TOTAL COST OF HOSTING YOUTH DAY EVENT				
	<b>NB: CARRY TABLE 4.7 TOTAL TO PRICING SCHEDULE ON PAGE 20</b>				R



**TABLE 4.8**[illegible]

TABLE 4.9

HUMAN RIGHTS DAY 21 MARCH 2024					
ITEM	SERVICE DESCRIPTION /	SPECIFICATION	QUANTITY	UNIT PRICE	TOTAL PRICE
25	Undercover parking	Covered plastic chairs	110		
		Rectangle table	1		
26	Speaker/Lecture	Human Rights Day Lecture	1		
27	Venue to provide tea/coffee, lunch,	<b>Lunch</b> <ul style="list-style-type: none"> <li>• Braai and</li> <li>• Two salads</li> <li>• Bread rolls</li> </ul> Lunch to include assorted soft drinks and 100 % fruit juices	108		
		Halaal Meal (Quarter chicken with salad)	1		
		Vegetarian meal	1		
	TOTAL COST OF HOSTING YOUTH DAY EVENT				
	<b>NB: CARRY TABLE 4.9 TOTAL TO PRICING SCHEDULE ON PAGE 18</b>				<b>R</b>

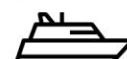




## COMPLIANCE REQUIREMENTS

1. Bidders must ensure compliance with their tax obligations with SARS. In bids where Consortia/Joint venture/Sub-Contractors are involved, each party must submit a separate proof of Tax Compliance Status;
2. The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, seven (7) days will be granted for remedy, failing which the bidder will be disqualified.
3. **The following forms MUST be fully completed, signed, and returned to GFMS by the closing date of the RFQ:**
  - SBD 1 [Invitation to Bid]
  - SBD 3.1 [Pricing Schedule]
  - SBD 4 [Declaration of Interest]
  - SBD 6.1 [Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022]
  - SBD 7.2 [Contract Form - Rendering of Services]
  - Bidders Experience **[Annexure A]**
  - Bid Pricing Form and the Pricing Schedule
4. Bidders should familiarise themselves with the General Conditions of Contract, as attached.
5. GFMS does not bind itself to accept the lowest Bid or any other Bid and reserves the right to accept the whole or part of the Bid.
6. **Alteration or withdrawal of Bid/Proposals**  
  
Bidders may withdraw their proposal by written notification on or before the date of award.
7. **Costs for preparation of Bid/Proposals/presentations**  
The costs incurred by Bidders in respect of the attendance of any briefing or presentation meetings if necessary or costs incurred in preparing any proposal will be borne by the Bidder and GFMS shall in no way be liable to reimburse such costs incurred.
8. **Bid Document/Proposals and presentations.**  
GFMS shall on receipt of any proposal relating to this request and submitted in accordance with the procedure set out herein, shall become the owner thereof and GFMS shall not be obliged to return any proposal.
- 11 **Tax Clearance Certificate requirements**  
It is a condition of all bids inclusive of foreign bidders / individuals) that the South African taxes of the successful bidder must be in order.

Bidders are required to provide their CSD Number in order for GFMS to verify the Tax Compliance Status. In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status Certificate/SARS Pin Number/CSD Number.



In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za)

## 12. Confidentiality

The entire process of calling for Bids was initiated by GFMS in terms of its procurement policy and is confidential. All deliberations in respect of the acceptability or otherwise of the bid/proposals shall be conducted in closed sessions and members of the Evaluation and Procurement Committee and prospective service providers are bound to treat all discussions as highly confidential.

The service provider shall not divulge directly or indirectly to any other person than a person employed by GFMS, make copies or extracts of any of the information obtained during this assignment, while they may have access to GFMS's trade secrets, confidential information which may include, specifications, plans, drawings, pattern, samples, written instructions, notes, memoranda, technical information, know-how or process or method or any other records of whatsoever nature without the written consent of GFMS and shall surrender all these items to GFMS on termination of the assignment or on demand of GFMS.

The service provider shall not be entitled to make use of the information whether for its own benefit or that of others, to make available or derive any profit from any of the information or knowledge specifically related to the business or affairs of GFMS.

Any document, shall remain the property of GFMS and shall be returned (all copies) to GFMS on completion of the contract if so required by GFMS.

## 13. Inventions Patent and Copy-Rights

The service provider cedes, assigns and transfers to GFMS all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of GFMS (which includes, but is not limited to, methodologies and products) which arises within the course and scope of this services will be assigned to GFMS.

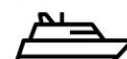
Provide GFMS the sole and exclusive right to alter and adapt the work.

The service provider shall indemnify GFMS 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 GFMS.

## 14. Ethics

Any attempt by an interested Bidder to obtain confidential information, or enter into unlawful agreements with competitors or influence the Evaluation Committees or GFMS during the process of examining, evaluating and comparing Bids/Proposals or Quotations will lead to the rejection of its bid/quotation/proposal in its entirety.

The Bidder must declare any business or other interests it has with GFMS or any employee of GFMS, as per the SBD 4 declaration of interest form which forms part of the bid. Failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.



## 15. Competition

Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

In general, the attention of bidders is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

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.

If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.

Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

In this regard bidders are required to complete Annexure F, failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by GFMS, has /have engaged in the restrictive practice referred to above, GFMS may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.

If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, GFMS may in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a period of not exceeding 10 (ten) years and / or claim damages from the bidder(s) / contractor(s) concerned.

## 16. Cancellation of Bid Process

GFMS shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Proposals and/or Quotations at any time and shall notify the interested service providers accordingly.

GFMS shall in no way be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid. The publication of the bid does not commit GFMS to appoint any of the qualifying Bidders.

## 17. Interviews

In terms of the bid evaluation process short listed bidders may be interviewed. This will entail the bidder being invited to a venue as determined by the bid committee. All transport and accommodation costs incurred by the bidder will be for the bidders account and will not be reimbursed in any way.

Failure to attend a scheduled interview will lead to immediate disqualification from the bid process. GFMS reserves the right to appoint a bidder without conducting interviews.



## 18. Signing of documentation

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

## 19. Contract award

The successful bidder will be notified of the bid award in writing by the Supply Chain Management Unit. The acceptance of any proposal shall only be confirmed with the conclusion of a final written signed service level agreement or any other appropriate agreement between GFMS and the successful Bidder, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between GFMS and the Successful Bidder.

Until such time that an appropriate agreement has been concluded in writing between GFMS and the successful Bidder, no rights shall be conferred nor shall any legitimate expectations be conferred to the successful Bidder to carry out the works or services provided for in this Bid.

GFMS, the Accounting Officer and the Bid Committee (as the case may be) does not bind itself to accept either the lowest (price), highest (points) or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Institution even if it implies a waiver by GFMS, the Accounting Officer, or the Bid Committee, (as the case may be) of certain requirements which GFMS, the Accounting Officer, the Bid Committee, (as the case may be) considers to be of minor importance and not complied with by the bidder. GFMS will not entertain any request of feedback before the final awarding of the contract.

## 20. Supplier Due Diligence

GFMS reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

## 21. Disclaimer

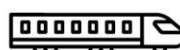
This Bid document has been prepared for the purpose of providing information to interested Bidders. The provision of any additional information about the organization to Bidders, are disclosed and will be made available to enable the prospective Bidders to submit comprehensive proposals. Interested Bidders are accordingly required to conduct their own due diligence in respect of GFMS and its business operations and the nature and scope of the services required.

GFMS accepts no responsibility for the fairness, accuracy or completeness of any information or opinions, for any errors, omissions or misstatements, negligent otherwise, made by any person in this Bid document or at any Compulsory briefing session

GFMS accepts no liability for any loss incurred by any person(s) due to events or action taken as a consequence of the preparation and dissemination of this bid request. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement the bidder shall not be liable to GFMS, 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 bidder to pay penalties and/or damages to GFMS; and the aggregate liability of the bidder to GFMS, 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.

## 22. Contact and Communication

A nominated official of the bidder(s) can make enquiries in writing, to the specified person on the



bid document. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

The delegated office of GFMS, Supply Chain Management may communicate with Bidder(s) where clarity is sought in the bid proposal.

Any communication to an official or a person acting in an advisory capacity for GFMS in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged. All communication between the Bidder(s) and GFMS must be done in writing.

Whilst all due care has been taken in connection with the preparation of this bid, GFMS makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. GFMS, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by GFMS (other than minor clerical matters), the Bidder(s) must promptly notify GFMS in writing of such discrepancy, ambiguity, error or inconsistency in order to give GFMS an opportunity to consider what corrective action is necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by GFMS will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.



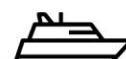
## ANNEXURE A: BIDDERS EXPERIENCE

### PREVIOUS/ CURRENT PROJECT

The bidder must have performed a minimum of two (2) projects of a similar nature with a minimum value of R100 000 (One Hundred Thousand) each.  
(Facilitation of events of this nature or of a similar magnitude).

**Bidders must complete Annexure A** below. Bidder/s with less than two (2) assignments will not be considered.

Name of Employer	Nature of Work	Contract Value	Reference (Contact person Contact details)
1.			
2.			
3.			
4.			
5.			



## PRICING SCHEDULE

EASTERN CAPE DEPARTMENT OF TRANSPORT – GFMS TRADING ENTITY

**RFQ NUMBER:** DOT GFMS 23/24-0008

**PROJECT DESCRIPTION:** APPOINTMENT OF A COMPETENT EXTERNAL SERVICE PROVIDER TO ORGANISE AND PROJECT MANAGE DEPARTMENTAL WELLNESS CALENDER EVENTS FOR THE 2023/24 FINANCIAL YEAR FOR THE DEPARTMENT OF TRANSPORT GOVERNMENT FLEET MANAGEMENT S-TRADING ENTITY

OFFER TO BE VALID FOR **60 DAYS** FROM THE CLOSING DATE OF BID AND PRICES SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT

TABLE NUMBER	AMOUNTS CARRIED FROM DETAILED SCOPE OF WORK ON PAGE 7 TO 15 TABLE 4.1 TO 4.9	AMOUNT
1.	YOUTH DAY EVENT, 16 JUNE 2023	
2.	MEN'S FORUM – JULY 2023	
3.	WOMENS DAY EVENT, 09 AUGUST 2023	
4.	HERITAGE DAY EVENT, 24 SEPTEMBER 2023	
5.	WELLNESS DAY, OCTOBER 2023	
6.	LONG SERVICE RECOGNITION, 2023	
7.	WORLD AIDS DAY, 01 DECEMBER 2023	
8.	VALENTINE'S DAY, 14 FEBRUARY 2024	
9.	HUMAN RIGHTS DAY, 21 MARCH 2024	
	<b>SUB-TOTAL</b>	
	<b>VAT 15%</b>	
	<b>TOTAL AMOUNT</b>	





BID PRICING FORM

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

TOTAL PRICE IN WORDS:.....

.....

....., INCLUSIVE OF VAT.

TOTAL PRICE (AMOUNT IN FIGURES) R .....  
INCLUSIVE OF VAT

NAME OF BIDDER:.....

SIGNED ON BEHALF OF THE BIDDER:.....

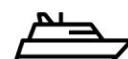
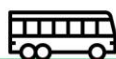
DATE: .....



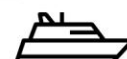
SBD1

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GOVERNMENT FLEET MANAGEMENT SERVICES TRADING ENTITY)</b>					
QUOTATION NUMBER:	DOT-GFMS 23/24- 0008	CLOSING DATE:	12 June 2023	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A COMPETENT EXTERNAL SERVICE PROVIDER TO ORGANISE AND PROJECT MANAGE DEPARTMENTAL WELLNESS CALENDER EVENTS FOR THE 2023/24 FINANCIAL YEAR FOR THE DEPARTMENT OF TRANSPORT GOVERNMENT FLEET MANAGEMENT SERVICES-TRADING ENTITY				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>GOVERNMENT FLEET MANAGEMENT SERVICES TRADING ENTITY BID BOX</b>					
<b>CASTELLANO BUILDING, GROUND FLOOR</b>					
<b>25 BROOKLYN ROAD</b>					
<b>WOODBROOK, EAST LONDON, 5201</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	NANDIPHA NCIPHA		CONTACT PERSON	NOKUTHULA MAFANI	
TELEPHONE NUMBER	043 731 2892		TELEPHONE NUMBER	043 731 2319	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:nandipha.ncipha@ectransport.gov.za">nandipha.ncipha@ectransport.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:nokuthula.mafani@ectransport.gov.za">nokuthula.mafani@ectransport.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					



VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> NO					<input type="checkbox"/> YES
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> NO					<input type="checkbox"/> YES
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES <input type="checkbox"/> NO					<input type="checkbox"/>
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO					
<b>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.</b>					



## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

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

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://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."

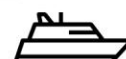
**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....



## SBD 3.1

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**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: DOT GFMS 23/24-0008  
Closing Time 11:00 Closing date: 12 JUNE 2023

OFFER TO BE VALID FOR **30** DAYS FROM THE CLOSING DATE OF BID.

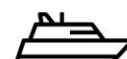
ITEM NO. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-----------------------	----------	-------------	-----------------------------------------------------------------

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "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



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

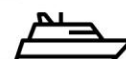
### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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



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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

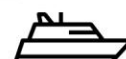
.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution

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





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

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

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

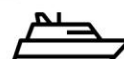
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



**SBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

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

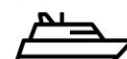
- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be



interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

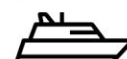
Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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



### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women ownership		5		
Disabled people ownership		5		
Locality (Local Municipality –Buffalo City)		10		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

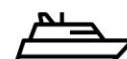
4.3. Name \_\_\_\_\_ of company/firm.....

4.4. Company \_\_\_\_\_ registration \_\_\_\_\_ number: \_\_\_\_\_

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]



4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

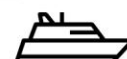
.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....  
 .....

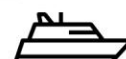


**CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 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 services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.



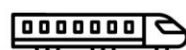
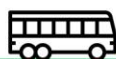


5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....  
CAPACITY .....  
SIGNATURE .....  
NAME OF FIRM .....

WITNESSES

1 .....  
2 .....  
DATE.....



**SBD 7.2****CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT .....ON.....

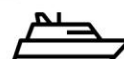
NAME (PRINT) .....

SIGNATURE .....  
OFFICIAL STAMP**WITNESSES**

1 .....

2 .....

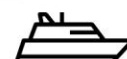
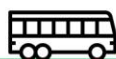
DATE:.....



## GENERAL CONDITIONS OF CONTRACT

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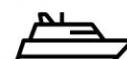
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## 1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



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



commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

## **2. APPLICATION**

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

## **3. GENERAL**

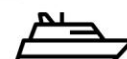
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 7.2 With certain exceptions, invitations to bid are only published in 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](http://www.treasury.gov.za)

## **4. STANDARDS**

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

## **5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION**

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in 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 as far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## 6. PATENT RIGHTS

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

## 7. PERFORMANCE SECURITY

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security.
- 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:

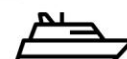
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque



- 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.

## **8. INSPECTIONS, TESTS AND ANALYSES**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.





## 9. PACKING

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

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

## 10. DELIVERY AND DOCUMENTS

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

10.2 Documents to be submitted by the supplier are specified

## 11. INSURANCE

11.1 The services provided under the contract shall be fully insured in a freely convertible currency against loss or damage incurred on site. The service provider is required to provide proof of valid insurance.

## 12. TRANSPORTATION

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

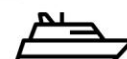
## 13. INCIDENTAL SERVICES

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any.

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;



(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### 14. SPARE PARTS

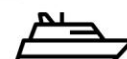
14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. WARRANTY

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of



shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

- 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 and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## 16. PAYMENT

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

## 17. PRICES

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

## 18. CONTRACT AMENDMENTS

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



## 19. ASSIGNMENT

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

## 20. SUBCONTRACTS

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

## 21. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

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

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

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not



supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. PENALTIES

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

22.2 The service provider undertakes to be accountable for any losses incurred whilst the company is on site.

## 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.



## 24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

## 25. FORCE MAJEURE

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

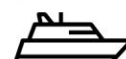
25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## 26. TERMINATION FOR INSOLVENCY

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

## 27. SETTLEMENT OF DISPUTES

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.



- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified.
- 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 29. GOVERNING LANGUAGE

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





### 30. APPLICABLE LAW

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

### 31. NOTICES

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

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

### 32. TAXES AND DUTIES

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

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

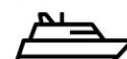
### 33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

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 association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor / s was / were involved in a collusive bidding (or bid rigging).

34.2 If a bidder / s or contractor / s based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible





imposition of administrative penalties as contemplated in the Competition Commission Act no.89 of 1998.

- 34.3 If a bidder(s) or contractor (s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid (s) for such item (s) offered and / or terminate the contract in whole or part, and / or restrict the bidder (s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damage from the bidder (s) or contractor (s) concerned.

