INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NATIONAL DEPARTMENT OF TOURISM)

BID NUMBER: NDT0008/14 CLOSING DATE: 07 NOVEMBER 2014 CLOSING TIME: 11:00

DESCRIPTION: REQUEST FOR PROPOSALS FOR A SERVICE PROVIDER TO BE APPOINTED AS PROJECT IMPLEMENTER FOR THE TOURISM EXPANDED PUBLIC WORKS PROJECT (VREDEFORT DOME)

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO: Private Bag x424
Pratoria
0001

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
Ground Floor, Tourism House, 17 Trevenna Street, Sunnyside, 0002

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER
CELLPHONE NUMBER
FACSIMILE NUMBER
E-MAIL ADDRESS
VAT REGISTRATION NUMBER
HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?
SIGNATURE OF BIDDER
DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE.......................... TOTAL NUMBER OF ITEMS OFFERED..........................................................
TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

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

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


6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
# Application for a Tax Clearance Certificate

## Purpose

Select the applicable option: [ ] Tenders  [ ] Good standing

If "Good standing", please state the purpose of this application

## Particulars of applicant

<table>
<thead>
<tr>
<th>Name/Legal name (Initials &amp; Surname or registered name)</th>
<th>Company/Close Corp. registered no</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trading name (If applicable)</td>
<td></td>
</tr>
<tr>
<td>ID/Passport no</td>
<td>PAYE ref no 7</td>
</tr>
<tr>
<td>Income Tax ref no</td>
<td>SDL ref no L</td>
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<tr>
<td>VAT registration no</td>
<td>UIF ref no U</td>
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<td>Customs code</td>
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<tr>
<td>Telephone no</td>
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<tr>
<td>E-mail address</td>
<td></td>
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<tr>
<td>Physical address</td>
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<tr>
<td>Postal address</td>
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</tbody>
</table>

## Particulars of representative (Public Officer/Trustee/Partner)

<table>
<thead>
<tr>
<th>Surname</th>
<th>Income Tax ref no</th>
</tr>
</thead>
<tbody>
<tr>
<td>First names</td>
<td></td>
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<tr>
<td>ID/Passport no</td>
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<tr>
<td>Telephone no</td>
<td>Fax no</td>
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<tr>
<td>E-mail address</td>
<td></td>
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<tr>
<td>Physical address</td>
<td></td>
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</tbody>
</table>

Page 1 of 2
Particulars of tender (if applicable)
Tender number
Estimated Tender amount
Expected duration of the tender

Word count: 6

Particulars of the 3 largest contracts previously awarded
<table>
<thead>
<tr>
<th>Date started</th>
<th>Date finalised</th>
<th>Principal</th>
<th>Contact person</th>
<th>Telephone number</th>
<th>Amount</th>
</tr>
</thead>
</table>

Word count: 21

Audit
Are you currently aware of any Audit investigation against you/the company? YES NO
If "YES" provide details:

Word count: 8

Appointment of representative/agent (Power of Attorney)
I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.
I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf:

Word count: 49

Signature of representative/agent
Name of representative/agent
Date

Word count: 28

Declaration
I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect:

Word count: 30

Signature of applicant/Public Officer
Name of applicant/Public Officer
Date

Word count: 28

Notes:
1. It is a serious offence to make a false declaration.
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
   (b) without just cause shown by him, refuses or neglects to-
      (i) furnish, produce or make available any information, documents or things;
      (ii) reply to or answer truly and fully, any questions put to him ...
   As and when required in terms of this Act ... shall be guilty of an offence ...
3. SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.
DECLARATION OF INTEREST

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

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/persons who are involved in the evaluation and/or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(b) any municipality or municipal entity;

(c) provincial legislature;

(d) national Assembly or the national Council of provinces; or

(e) Parliament.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7 Are you or any person connected with the bidder presently employed by the state?  YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder / member:
Name of state institution at which you or the person connected to the bidder is employed:
Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?  YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document?  YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?  YES / NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  YES / NO

2.9.1 If so, furnish particulars.
2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and/or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies, whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

3 Full details of directors/trustees/members/shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
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</table>
DECLARATION

I, THE UNDERSIGNED (NAME).................................................................

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

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

................................................................. ........................................
Position                                     Name of bidder

November 2011
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
   - the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contribution.

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

1.3.1.1 PRICE

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
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<tbody>
<tr>
<td>90</td>
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</tbody>
</table>

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
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<tbody>
<tr>
<td>10</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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

2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 "consortium or joint venture" 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;

2.8 "contract" means the agreement that results from the acceptance of a bid by an organ of state;

2.9 "EME" means any enterprise with an annual total revenue of R5 million or less;

2.10 "Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 "non-firm prices" means all prices other than "firm" prices;

2.13 "person" includes a juristic person;

2.14 "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
2.17 "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.16 "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- \( P_s \) = Points scored for comparative price of bid under consideration
- \( P_t \) = Comparative price of bid under consideration
- \( P_{\text{min}} \) = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 8 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (60/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
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<td>4</td>
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<td>12</td>
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<td>5</td>
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<td>8</td>
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<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 26% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. **BID DECLARATION**
6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: .............................................. (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:
(i) what percentage of the contract will be subcontracted? .................................................. %
(ii) the name of the sub-contractor?
(iii) the B-BBEE status level of the sub-contractor?
(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
[Tick APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

........................................................................................................
........................................................................................................

9.6 COMPANY CLASSIFICATION

☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have —

(e) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

WITNESSES:

1. 

2. 

SIGNATURE(S) OF BIDDER(S)

DATE: ........................................
ADDRESS: ........................................
CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)........................................................., in accordance with the requirements and 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 time of 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);
       - Technical Specifications(s);
       - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
       - Declaration of interest;
       - Declaration of bidder’s past SCM practices;
       - Certificate of Independent Bid Determination
       - Special Conditions of Contract;
   (ii) Other (specify)
   (iii) General Conditions of Contract; and

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due 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 ........................................................
   DATE .................................................................

   WITNESSES
   1. ..........................................................
   2. ..........................................................
   DATE: .........................................................
CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I .................................................. in my capacity as ................................................................. accept your bid under reference number .................. dated ................ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PRICE (ALL APPLICABLE TAXES INCLUDED)</th>
<th>BRAND</th>
<th>DELIVERY PERIOD</th>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTION</th>
<th>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</th>
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</tr>
</tbody>
</table>

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

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

NAME (PRINT) ............................................

SIGNATURE .............................................

OFFICIAL STAMP ........................................

WITNESSES

1. ........................................

2. ........................................

DATE ........................................
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
   a. abused the institution's supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</td>
<td>[ ] Yes</td>
<td>[ ] No</td>
</tr>
</tbody>
</table>

The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

4.1.1 If so, furnish particulars:

| 4.2  | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. | [ ] Yes | [ ] No |

4.2.1 If so, furnish particulars:

| 4.3  | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | [ ] Yes | [ ] No |

4.3.1 If so, furnish particulars:

| 4.4  | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | [ ] Yes | [ ] No |
CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)........................................................................
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

....................................................  ....................................................
Position                          Name of Bidder

SBD 8
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids’ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a \textit{per se} prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

\footnote{1} Includes price quotations, advertised competitive bids, limited bids and proposals.

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

I, the undersigned, in submitting the accompanying bid:

____________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

____________________________

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: ____________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;
(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^3\) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   
   (a) prices;
   
   (b) geographical area where product or service will be rendered (market allocation)
   
   (c) methods, factors or formulas used to calculate prices;
   
   (d) the intention or decision to submit or not to submit a bid;
   
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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.

---

\(^3\) 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.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

________________________________________________________________________  ______________________________________________________________________
Signature                                          Data

________________________________________________________________________  ______________________________________________________________________
Position                                            Name of Bidder
The Director General

I/we hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post.

Please ensure information is validated as per required bank screens.

I/we understand that bank details provided should be exactly as per record held by the banks.

I/we understand that the Department will not held liable for any delayed payments as a result of incorrect information supplied.

<table>
<thead>
<tr>
<th>Company / Personal Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Name</td>
</tr>
<tr>
<td>Trading Name</td>
</tr>
<tr>
<td>Tax Number</td>
</tr>
<tr>
<td>VAT Number</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Initials:</td>
</tr>
<tr>
<td>Full Names</td>
</tr>
<tr>
<td>Surname</td>
</tr>
<tr>
<td>Personal Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>(Compulsory if Supplier)</td>
</tr>
<tr>
<td>Postal Code</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>New Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ New Supplier information</td>
</tr>
</tbody>
</table>

Supplier Type:  ☐ Individual  ☐ Department  ☐ Partnership  ☐ Company  ☐ Trust  ☐ Other (Specify)  ☐ CC  ☐ Other

Department Number:  ☐
Supplier Account Details (To be Verified by the bank)
(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

Account Name
Account Number
Branch Name
Branch Number

Bank screen info
ABSA-CIF screen
FNB-Hogans system on the CIS4/CUPR
STD Bank-Look-up-screen
Nedbank- Banking Platform under the Client Details Tab

Account Type
- Cheque Account
- Savings Account
- Transmission Account
- Joint Account
- Other (Please Specify)

ID Number
Passport Number
Company Registration Number
*CC Registration
*Please include CC/CK where applicable

Supplier Contact Details

Business
Area Code
Telephone Number
Extension
Home
Area Code
Telephone Number
Extension
Fax
Area Code
Fax Number
Cell
Area Code
Cell Number

Email Address
Contact Person:

Supplier Signature
Print Name

Date (dd/mm/yyyy)

NB: All relevant fields must be completed
REQUEST FOR PROPOSALS FROM STRUCTURAL ENGINEERING FIRM FOR THE PROVISION OF STRUCTURAL ENGINEERING SERVICES FOR THE TOURISM EXPANDED PUBLIC WORKS PROJECT (FS INTERPRETATION CENTRE). BID NO.NDT0006/14

The FS Interpretation Centre is a project which consists of the main building and other structures. The buildings were completed about six years ago. The main building has excessive cracking and obvious structural failures. Portions of the roof structure in the center of the building are faulty causing the ceiling to drop out. The other structures and buildings within the project sites need to be renovated and furnished.

1. REQUEST FOR PROPOSAL (RFP)

1.1 The objective of this RFP is to appoint a Structural Engineering Company to assess the existing buildings and structures, propose a plan of remedial action and manage the implementation of the remedial actions for the FS Interpretation Centre.

1.2 Prospective service provider will adhere to labour intensive construction methods, and should have completed NQF 7Unit Standard Module “develop and promote labour intensive and construction strategies”.

1.3 Please note that a CIDB graded company must not form part of the consortium/ joint venture. The contractor will appointed during stage 4 of the project phase.

2. PROJECT LOCATION/DIRECTION

2.1 From Vredefort take R59 north to Parys at Veljoenskroon junction take the R59 to Veljoenskroon, approximately 200m turn right on the gravel road to Schoemansdrift. The access to the site is 250m to the right; or

2.2 Take N1 South to Bloemfontein, Take Parys off ramp, Turn right into R59 to Parys, Drive pass Parys CBD, Last stop sign (after Caltex garage on right), Pass over stop sign (still on R59), Drive towards about 10km towards Vredefort CBD, Before CBD turn left into Viljoenskroon Road, Take immediate right turn (Project entrance will be on your right)
3. SCOPE OF WORK

The scope of work includes but not limited to:

3.1 Inception

- Assist in developing a clear project brief
- Attend project initiation meetings
- Define the scope of services and scope of work required
- Conclude the terms of the agreement with the client.
- Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required in the next stage including the availability and location of infrastructure and services.
- Determine the availability of data, drawings and plans relating to the project.

3.2 Conduct on-site investigations and tests on the existing structures and develop a remedial action plan

- Advise the client on the need to carry out any further investigations, analysis, survey and tests which may be necessary to supplement the information already available
- Arrange for such investigations, analysis, survey and tests after authorization by the Client.
- Advise the client of the results of any such surveys, investigations or tests carried out
- Prepare a remedial action plan with detailed costs
- Advise the client on the procurement strategy
- Advise on the conditions of contract relevant to the Works and forms of tender and invitations to tender as they relate to the Works
- In consultation with the client and owning entity develop the furniture requirement for the facilities
- Liaise, co-operate and provide necessary information to the client and owning entity

3.3 Documentation and Procurement

- Prepare specifications and preambles for the works
- Formulate the procurement strategy for contractors
- Advise the client on the appropriate insurance
- Prepare tender documents, including conditions of contract, drawings, specifications, schedules and bills of quantities
- Call for tenders and evaluate the tenders in accordance with the accepted rules for procurement of works
- Prepare tender analysis report
- Discuss the tender outcomes with and get approval of the final budget from the client
- Prepare contractor contract documentation
- Award the tender to the successful contractor and enter into a contract with the contractor
- Prepare a detailed Business Plan in the format prescribed by the department.
3.4 Contract Administration and Inspection

- Attend site handover meeting/s
- Ensure participation of the affected tourism stakeholders and communities in the Project Advisory Committee meetings (PAC)
- Facilitate the appointment of project workers
- Facilitate non-accredited training for the workers
- Issue construction documentation in accordance with the documentation schedule
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flows
- Prepare pro-active estimates of proposed variations for client decision making.
- Conduct and record regular site, technical and progress meetings
- Inspect works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works, with additional visits for completion inspections and inspections for defects lists (Level 1 periodic construction monitoring).
- Instruct, witness and review all tests and mock ups carried out both on and off site
- Establish and maintain a financial control system.
- Certify all of the Contractor(s)' monthly statement and final statement
- Process payments for the contractor/s and suppliers from the project dedicated bank account
- Issue contract instructions as and when required.
- Compile operation and maintenance manuals, guarantee certificates and warranties.
- Inspect the works and issue practical completion and defects lists.
- Arranging for the delivery of all test certificates, including the electrical certificate of compliance, statutory and other approvals, as built drawings and operating manuals.

3.5 Stage 6 - Close-Out

- Inspect and verify the rectification of defects
- Receive, comments and approve relevant payment valuations and completion certificates
- Delivering to the Client on completion of the Works copies of design and construction drawings, as-built drawings, contractor's operating instructions, manufacturer's manuals, certificate of works tests and any other documents supplied to the Contractor for the purpose of constructing the Works and all records as are reasonably necessary to enable the Client to operate and maintain the Works
- Manage procurement of outstanding statutory certificates
- Issue completion certificates
- Manage agreement of final account(s)
- Prepare and present the project close-out report

3.2.2 Additional Services


Undertake duties falling under the above Occupational Health and Safety Act and the Construction Regulations in terms thereof on behalf of the client. The additional services may include the following
arranging, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act NO.85 of 1963).

4. SCOPE OF WORK AND ORDER OF MAGNITUDE COST ESTIMATE

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Unit of Measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provision of furniture and equipment for interpretation centre</td>
<td>Item</td>
<td>1</td>
</tr>
<tr>
<td>Renovation of interpretation Centre</td>
<td>m2</td>
<td>899</td>
</tr>
<tr>
<td>Re-enforcement of the structure</td>
<td>Item</td>
<td></td>
</tr>
<tr>
<td>Wrapping of columns with multidirectional carbon laminates</td>
<td>Item</td>
<td></td>
</tr>
<tr>
<td>Opening expansion joints and covering them with strip or filling with silicon</td>
<td>Item</td>
<td></td>
</tr>
<tr>
<td>Furniture and equipment for the kitchen</td>
<td>Item</td>
<td></td>
</tr>
<tr>
<td>Parking</td>
<td>m2</td>
<td>540</td>
</tr>
<tr>
<td>Walkways</td>
<td>m2</td>
<td>120</td>
</tr>
<tr>
<td>Storm water drainage</td>
<td>Item</td>
<td></td>
</tr>
</tbody>
</table>

**Pricing Schedule**

<table>
<thead>
<tr>
<th>Estimated Construction Cost</th>
<th>R 6,222,184.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Add 10% contingencies</td>
<td>R 622,218.00</td>
</tr>
<tr>
<td>Add 5% Contract Price Adjustments Provisions Allowance (CPAP)</td>
<td>R 311,108.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub-total – 1</th>
<th>R 7,155,510.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional fees</td>
<td></td>
</tr>
<tr>
<td>Add recoverable expenses in respect of printing, photocopying and travelling NB: 3% of professional fees</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub-total – 2</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Add 14% (VAT)</td>
<td></td>
</tr>
</tbody>
</table>

| Grand Total (Add Sub-total 1 & 2)            |                |

**NB:** Do complete the above pricing schedule and submit with your bid proposal and the total bid price should be the same with the amount you will specify on the SBD 1.
4.1 Payment of Professional Fees
4.1.1 Inception and technical assessment report
4.1.2 Analysis and tests results with recommended action plan and detailed costing thereof
4.1.3 Tender documentation, procurement, award and development of a business plan
4.1.4 Contract administration and construction monitoring
4.1.5 Close out report

4.2 Payment
4.2.1 Milestone 1: 5%
4.2.2 Milestone 2: 25%
4.2.3 Milestone 3: 15%
4.2.4 Milestone 4: 50% (Which will be spread over the construction period and based on the submission and approval of a progress and payment reports)
4.2.5 Milestone 5: 5%

5. PERFORMANCE AND MONITORING MEASURES
5.1 The performance and implementation of this project will be closely monitored by the department.

6. REPORTING
6.1 The service provider will be required to submit monthly reports, annual financial statement and completion report to the department as per signed contract.

7. COMPULSORY BID CONDITIONS (FAILURE TO ADHERE TO THE CONDITIONS AS SPECIFIED YOUR BID PROPOSAL WILL BE DISQUALIFIED)
7.1 Bidders are required to submit ORIGINAL and VALID Tax Clearance Certificate.
7.2 All SBD documents/forms should be fully completed signed and not be re-typed, retyped SBD documents will be disqualified.
7.3 Only bid proposals of the potential service provider who have attended the compulsory site meeting or briefing session will be considered. Failure to attend and record the details of your company in the attendance register will lead to disqualification of your proposal.
7.4 In the case of a consortium/joint venture you are required to complete the attached joint venture templates and ensure that the consortium/joint venture members sign the forms. Failure to complete and sign the form will nullify the tender.
7.5 E-mailed or faxed applications will not be accepted.
7.6 Late applications/proposals will not be considered
8. CONDITIONS OF THE BID

8.1 Bids will be subject to Supply Chain Management conditions as follows:
   a) The Preferential Procurement Policy Framework Act, Act No. 05 of 2000 and the Broad Base
      Black Economic Empowerment Act, Act 53 of 2003 and its regulations of 2011 will apply to this
      bid.

8.2 The proposal should include, amongst others the following:
   8.2.1 A proposed plan of action
   8.2.2 A minimum of contactable references
   8.2.3 Ability to ensure continuity of staff on the project.

8.3 The criteria for evaluation of the bids proposals will be as follows:
   a) Firstly, the assessment of the functionality will be done in terms of the evaluation criteria as
      indicated below. Thereafter, only bidders who scored at least 45 out 75 for the functionality will be
      considered for further evaluation. A bid proposal will be disqualified if it fails to meet the minimum
      qualifying score for functionality as per the bid invitation.
   b) Thereafter, only the qualifying bids on functionality are evaluated in terms of the 90/10 preference
      points system, where the 90 points must be used for the price and 10 points are used for the
      Broad Based Black Economic Empowerment (B-BBEE) level.

8.4 Bidders are required to submit valid B-BBEE Status Level Verification Certificates to substantiate
   their B-BBEE rating claims.

8.5 Bidders who do not submit valid or certified copies of B-BBEE Status Level Verification Certificates
   or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but
   will not be disqualified from the bidding process. They will score points out of 90 for price only and
   zero (0) points out of 10 for B-BBEE.

8.6 A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification
   Certificate for every separate bid.

8.7 A Service level agreement shall be signed with the preferred bidder. The successful bidder may
   not alter its B-BBEE status during the contract period. NDT reserves the right to terminate the
   contract should the successful bidder no longer meet the B-BBEE requirements.

8.8 The bid proposal should be submitted with all required information containing technical information
   as well as price information (NB: NDT Entity Maintenance form included in the bid document must
   be completed and returned with the proposal)
8.9 Bidders must be prepared to work at rates not exceeding those prescribed by the office of the National Treasury, the Auditor-General or the Department of Public Service and Administration (DPSA) or affiliated bodies.

8.10 The curriculum vitae of the staff members who will be available for the duration of the project:
Note: CV’s of key personnel MUST be fully completed signed and submitted as per attached template. Failure to submit as per template the score might be forfeited.

9. ADDITIONAL INFORMATION ON BID PROPOSAL

9.1 The service provider should provide details of how a joint venture (if the bidders are a joint venture between a B-BBEE firm and a non B-BBEE firm) will split the work between the firms. The detail must be such that NDT can audit the actual work allocation during the delivery to enforce the transfer of skills between the two firms. (The percentage involvement of each company in the joint venture should also be indicated). Please note that all members of the joint venture should sign the contract and are jointly and severally liable for the entire assignment.

9.2 Submit an integrated proposal outlining the roles and responsibilities as well experience of the of the consortium/joint venture members.

9.3 NDT will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bids.

9.4 Please take note that NDT is not bound to select any of the firms submitting proposals. NDT reserves the right not to award any of the bids and not to award the contract to the lowest bidding price as well as to renegotiate the bid of the preferred applicant.

9.5 Traveling costs and time spent or incurred between home and office of service providers and NDT head office will not be for the account of NDT.

9.6 The Department reserves the right to call for more information or representation should it be required.

9.7 The terms of reference or specification are valid for a period of 90 days from the date of an advert.

9.8 The Department reserves the right to independently verify information contained in any proposal.

9.9 The Department reserves the right not to accept any proposals or to withdraw the call for proposals at any time.

9.10 Any other costs incurred between home/project site and office of any submitting person or party to lodge a proposal /quotations or attend a briefing session at any other venue will not be for the account of the Department of Tourism.
10. EVALUATION CRITERIA

Table 10

<table>
<thead>
<tr>
<th>Item</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. FUNCTIONALITY</strong></td>
<td></td>
</tr>
<tr>
<td>1.1 Bidders Experience of the project</td>
<td></td>
</tr>
<tr>
<td>➢ Company relevant experience and track record</td>
<td>15</td>
</tr>
<tr>
<td>➢ The role undertaken within those projects</td>
<td>5</td>
</tr>
<tr>
<td>1.2 Qualifications and experience of key staff members accountable / responsible for this assignment</td>
<td></td>
</tr>
<tr>
<td>➢ Technical expertise of the project team members (NB: complete and attach CV's as per template provided and copies of professional registration certificates)</td>
<td></td>
</tr>
<tr>
<td>➢ At least the following registered professionals should be part of the team:</td>
<td>10</td>
</tr>
<tr>
<td>• Architect</td>
<td></td>
</tr>
<tr>
<td>• Quantity Surveyor</td>
<td></td>
</tr>
<tr>
<td>• Engineers (Structural, Civil and Electrical)</td>
<td></td>
</tr>
<tr>
<td>• Construction project manager</td>
<td></td>
</tr>
<tr>
<td>➢ Organisation and staffing (Proposed structure and composition of the team, name including role and responsibilities of each key staff member)</td>
<td>10</td>
</tr>
<tr>
<td>➢ At least one key personnel should have completed NQF 7 Unit Standards Module “develop and promote labour intensive and construction strategies”</td>
<td>5</td>
</tr>
<tr>
<td>1.3 Methodology and approach to the project to be taken</td>
<td></td>
</tr>
<tr>
<td>➢ Technical approach, methodology and project plan</td>
<td>10</td>
</tr>
<tr>
<td>➢ Reporting and recording systems</td>
<td>5</td>
</tr>
<tr>
<td>➢ Division of work into subcontracts</td>
<td>5</td>
</tr>
<tr>
<td>1.4 Reference letters (minimum of three) which should indicate the following: project name, project manager, quality of services or goods, project price, variations and final cost, completion date and extensions of time granted, and performance</td>
<td>10</td>
</tr>
<tr>
<td><strong>B. TOTAL BID PRICE</strong></td>
<td>90</td>
</tr>
<tr>
<td><strong>C. B-BBEE CONTRIBUTOR LEVEL</strong></td>
<td>10</td>
</tr>
</tbody>
</table>

10.1 Bid evaluation can only be done on the basis of information, which we asked for. The comprehensiveness of the bid can therefore be decisive in the awarding thereof.
11. COMPULSORY BRIEFING SESSION (NB: REFER TO PARAGRAPH 2 ABOVE AND OR THE ADVERT FOR DETAIL DIRECTION)

Date : 21 October 2014
Venue : Free State Information Centre (Vredefort Dome)
Time : 10H:00

SUBMISSION OF BID PROPOSALS:
Department of Tourism, Private Bag X 424, Pretoria 0001 or hand-delivered to the Department of Tourism's Head Office, Tourism House, Ground Floor (Tender Box), 17 Trevellyan Street, Sunnyside, Pretoria.

1. Technical Enquiries Only: Mr Jonga Kuhlame, tel. (012) 444 - 6474 or e-mail: jkuhlane@tourism.gov.za
2. Bid Enquiries Only: Mr Mogomotsi Mogodiri; tel (012) 444 - 6234 or e-mail: mmogodiri@tourism.gov.za
<table>
<thead>
<tr>
<th>Name:</th>
<th>Date of birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profession:</td>
<td>Nationality:</td>
</tr>
<tr>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td>Professional registration number:</td>
<td></td>
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<tr>
<td>Name of employer (firm):</td>
<td></td>
</tr>
<tr>
<td>Current Position:</td>
<td>Years with the firm:</td>
</tr>
</tbody>
</table>

Employment record: (list in chronological order starting with earliest work experience)

Experience record pertinent to required service:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

[Signature of person named in schedule] Date.
**TRACK RECORD**

The tenderer shall indicate on the schedule below relevant projects that have been successfully completed in the past five years, or that are underway at present.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary). A score for each will be combined in proportion to the percentage contribution of each party to the joint venture.

<table>
<thead>
<tr>
<th>TITLE AND BRIEF DESCRIPTION OF PROJECT</th>
<th>VALUE OF CONTRACT</th>
<th>EMPLOYER: (include contact details)</th>
<th>DATE COMPLETED</th>
</tr>
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</table>

**SIGNED ON BEHALF OF TENDERER:**
Schedule of Proposed Subcontracts

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontracts in accordance with the requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

<table>
<thead>
<tr>
<th>Name, address and tel. no. of proposed Subcontractor</th>
<th>Nature and extent of work</th>
<th>Previous experience with Subcontractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>4.</td>
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<td>5.</td>
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</tbody>
</table>

Signed_________________________ date_____________________

Name_________________________ Position____________________

Tenderer_______________________
Schedule of the Tender's Experience

The following is a statement of similar work successfully executed by myself/ourselves:

<table>
<thead>
<tr>
<th>Employer, contact person and telephone number</th>
<th>Description of contract</th>
<th>Value of work inclusive of VAT (Rand)</th>
<th>Date completed</th>
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</table>

Signed_________________________  Date_________________________

Name_________________________  Position_________________________

Tenderer_________________________
**SCHEDULE 2 : CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. ........................................................, authorised signatory of the company, close corporation or partnership ........................................................, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>ADDRESS</th>
<th>DULY AUTHORISED SIGNATORY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead partner</td>
<td></td>
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<td>Signature: ..................</td>
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**Note:**

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture must be submitted with the tender documents.
PROFESSIONAL INDEMNITY INSURANCE

The tenderer shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance or confirmation from a reputable insurance broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be appended to this schedule.

<table>
<thead>
<tr>
<th>NAME OF INSURED</th>
<th>NAME OF INSURER</th>
<th>LIMIT OF INDEMNITY FOR EACH CLAIM</th>
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SIGNED ON BEHALF OF TENDERER: ____________________________
JOINT VENTURES INVOLVEMENT DECLARATION

Project title: ____________________________

Bid no: ____________________________

DECLARATION RELATING TO A BID SUBMITTED BY A JOINT VENTURE:

I/we the undersigned parties do hereby declare that our respective involvement in the Works, of which I/we tender by Joint Venture, would be as follows:

Party No. 1
Name: ____________________________
Address: ____________________________
Percentage involvement: __________

Party No. 2
Name: ____________________________
Address: ____________________________
Percentage involvement: __________

Party No. 3
Name: ____________________________
Address: ____________________________
Percentage involvement: __________

Party No. 4
Name: ____________________________
Address: ____________________________
Percentage involvement: __________

Party No. 5
Name: ____________________________
Joint Venture Involvement Declaration

<table>
<thead>
<tr>
<th>Address</th>
<th>Percentage involvement</th>
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</table>

<table>
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<tr>
<th>Party No. 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Percentage involvement</td>
</tr>
</tbody>
</table>
Tender Number:

B. Mr/Mrs/Ms: 

*his/her Capacity as: (Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfillment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfillment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the domicilium citandi et executandi of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address:

Postal Address:

(Postral Code)
Signed - Party No. 1

I/We (Full Name)

duly authorised in my capacity as

of (Enterprise name):

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such bid submitted by the Joint Venture be accepted.

Signed by Authorised Representative

Date

Signed - Party No. 2

I/We (Full Name)

duly authorised in my capacity as

of (Enterprise name):

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

Signed by Authorised Representative

Date

Signed - Party No. 3

I/We (Full Name)

duly authorised in my capacity as

of (Enterprise name):

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

Signed by Authorised Representative

Date
General Conditions of Contract for Construction works-1st Edition 2004
Special Resolution of Consortia or Joint Venture

Telephone number: (Dialing Code followed by number)

Fax number: (Dialing Code followed by number)

Email Address:

"BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture"

<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Capacity</th>
<th>Signature</th>
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</table>

Note:
1. * Delete which is not applicable.
2. **NB.** This resolution / Power of Attorney must be signed by all the Duly Authorized Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid.
3. Should the number of Duly Authorized Representatives of the Legal Entities joining forces in this bid exceed the space available above, additional names and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.
GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Definitions</td>
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<tr>
<td>2.</td>
<td>Application</td>
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<td>3.</td>
<td>General</td>
</tr>
<tr>
<td>4.</td>
<td>Standards</td>
</tr>
<tr>
<td>5.</td>
<td>Use of contract documents and information; inspection</td>
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<tr>
<td>6.</td>
<td>Patent rights</td>
</tr>
<tr>
<td>7.</td>
<td>Performance security</td>
</tr>
<tr>
<td>8.</td>
<td>Inspections, tests and analysis</td>
</tr>
<tr>
<td>9.</td>
<td>Packing</td>
</tr>
<tr>
<td>10.</td>
<td>Delivery and documents</td>
</tr>
<tr>
<td>11.</td>
<td>Insurance</td>
</tr>
<tr>
<td>12.</td>
<td>Transportation</td>
</tr>
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<td>13.</td>
<td>Incidental services</td>
</tr>
<tr>
<td>14.</td>
<td>Spare parts</td>
</tr>
<tr>
<td>15.</td>
<td>Warranty</td>
</tr>
<tr>
<td>16.</td>
<td>Payment</td>
</tr>
<tr>
<td>17.</td>
<td>Prices</td>
</tr>
<tr>
<td>18.</td>
<td>Contract amendments</td>
</tr>
<tr>
<td>19.</td>
<td>Assignment</td>
</tr>
<tr>
<td>20.</td>
<td>Subcontracts</td>
</tr>
<tr>
<td>21.</td>
<td>Delays in the supplier’s performance</td>
</tr>
<tr>
<td>22.</td>
<td>Penalties</td>
</tr>
<tr>
<td>23.</td>
<td>Termination for default</td>
</tr>
<tr>
<td>24.</td>
<td>Dumping and countervailing duties</td>
</tr>
<tr>
<td>25.</td>
<td>Force Majeure</td>
</tr>
<tr>
<td>26.</td>
<td>Termination for insolvency</td>
</tr>
<tr>
<td>27.</td>
<td>Settlement of disputes</td>
</tr>
<tr>
<td>28.</td>
<td>Limitation of liability</td>
</tr>
<tr>
<td>29.</td>
<td>Governing language</td>
</tr>
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<td>30.</td>
<td>Applicable law</td>
</tr>
<tr>
<td>31.</td>
<td>Notices</td>
</tr>
<tr>
<td>32.</td>
<td>Taxes and duties</td>
</tr>
<tr>
<td>33.</td>
<td>National Industrial Participation Programme (NIPP)</td>
</tr>
<tr>
<td>34.</td>
<td>Prohibition of restrictive practices</td>
</tr>
</tbody>
</table>
General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the
1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such
obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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

(b) a cashier’s or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or
analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers' cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take
16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the Supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any
person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and/or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person’s name be endorsed on the Register for Tender Defaulters. When a person’s name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.


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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

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

28. Limitation of Liability

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

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

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

In General Conditions of Contract (revised July 2010)