



BID NUMBER: ZNB: DSAC 003/2425

**APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF
LANGUAGE LEGISLATION FOR A PERIOD OF TWELVE MONTHS.**

NAME OF BIDDER: _____

CENTRAL SUPPLIERS DATABASE No.....

| | | |
|--|--|---------------------------------------|
| CLOSING DATE FOR SUBMISSION OF BIDS: 05 NOVEMBER 2024 | | CLOSING TIME: 12H00 [NOON] |
|--|--|---------------------------------------|

IMPORTANT NOTICE TO BIDDERS

- **The compulsory site briefing meeting to be held on the 18th of October 2024 at 10h00 Department of Sport Arts and Culture, (116 Jabu Ndlovu street, Pietermaritzburg 3201)**
- **Bids received later than the above-stated closing date and time will not be accepted.**
- **Validity Period is 180 Days**

NB: PROPOSALS RECEIVED LATER THAN THE STATED CLOSING DATE AND TIME WILL NOT BE ACCEPTED. E-MAIL AND FACSIMILE PROPOSALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE DELIVERED AND DEPOSITED IN THE BID BOX WHICH IS SITUATED AT THE HEAD OFFICE OF THE KZN DEPARTMENT OF SPORT, ARTS AND CULTURE AT THE FOLLOWING ADDRESS: HERITAGE HOUSE, 222 JABU NDLOVU STREET [FORMERLY, LOOP STREET] PIETERMARITZBURG, 3201 WITH THE BID NUMBER, DESCRIPTION; CLOSING DATE OF THE BID AND ADDRESSED TO THE SUPPLY CHAIN MANAGEMENT. THE NAME AND ADDRESS OF THE BIDDING COMPANY MUST BE ENDORSED AT THE BACK OF THE ENVELOPE.



TABLE OF CONTENTS

| SECTION | DOCUMENT | PAGE |
|----------------|--|-------------|
| PART A | INVITATION TO BID AND FORM OF OFFER | 3 |
| PART B | TERMS AND CONDITIONS FOR BIDDING | 4 |
| PART C | SPECIAL INSTRUCTIONS AND NOTICE | 5 - 6 |
| ANNEXURE A | SCHEDULE OF PROJECTS/ PREVIOUS CONTRACTS | 7 |
| ANNEXURE B | AUTHORITY TO SIGN BID | 8 - 13 |
| ANNEXURE C | SPECIAL CONDITIONS OF CONTRACT | 14 – 20 |
| ANNEXURE D | GENERAL CONDITIONS OF CONTRACT | 21-35 |
| SBD 3,3 | PRICING SCHEDULE | 36-37 |
| SBD 4 | DECLARATION OF INTEREST | 38-40 |
| SBD 6,1 | PREFERENTIAL POINTS AND SPECIFIC GOALS | 41-45 |
| SDB 7,2 | CONTRACT FORM PURCHASE OF GOODS/WORKS | 46-47 |
| ANNEXURE E | SPECIFICATION | 48-50 |
| ANNEXURE G | ASSESSMENT/EVALUATION | 51-54 |
| ANNEXURE H | BRIEFING CERTIFICATE | 55 |



**PART A
INVITATION TO BID**

| | | | | | |
|--|--|--|--|---------------------------------|-----------------------------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU NATAL DEPARTMENT OF SPORT ARTS AND CULTURE | | | | | |
| BID NUMBER: | ZNB: DSAC003/2425 | CLOSING DATE: | 05 NOVEMBER 2024 | CLOSING TIME: | 12H00 |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF LANGUAGE LEGISLATION FOR A PERIOD OF TWELVE MONTHS. | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). | | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| HERITAGE HOUSE | | | | | |
| 222 JABU NDLOVU STREET | | | | | |
| PIETERMARITZBURG, 3201 | | | | | |
| Validity Period | 180 Days | | | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| | TCS PIN: | | OR | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| IF YES, WHO WAS THE CERTIFICATE ISSUED BY? | | | | | |
| AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX | <input type="checkbox"/> | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) | | | |
| | <input type="checkbox"/> | A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) | | | |
| | <input type="checkbox"/> | A REGISTERED AUDITOR | | | |
| | | NAME: | | | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR SPECIFIC GOALS POINTS . ONLY AN ORIGINAL OR CERTIFIED COPY IS ACCEPTABLE | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | [IF YES ENCLOSE PROOF] | | | [IF YES ANSWER PART B:3 BELOW] | |
| SIGNATURE OF BIDDER | | | DATE | | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.) | | | | | |
| TOTAL NUMBER OF ITEMS OFFERED | | | TOTAL BID PRICE (ALL INCLUSIVE) | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Mr M Mazibuko | | CONTACT PERSON | Ms. T Cebekhulu | |
| TELEPHONE NUMBER | 078 708 5953 | | TELEPHONE NUMBER | 080 307 8826 | |
| E-MAIL ADDRESS | Mazibukom@kzndsac.gov.za | | E-MAIL ADDRESS | cebekhulut@kzndac.gov.za | |



PART B TERMS AND CONDITIONS FOR BIDDING

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

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



PART C

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

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

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



21. The Department reserves the right not to make an award. The lowest, or any bid will not necessary be accepted and the Department reserves the right to accept any bid either in whole, or in part thereof. In addition, the Department reserves the right to re-open process of soliciting bid offers/ appointing a panel of suppliers at any time should it deemed necessary to do so.



**ANNEXURE A
SCHEDULE OF PROJECTS/ PREVIOUS CONTRACTS**

| Description or nature of project/ assignment | PROJECT PERIOD | | PROJECT/ CONTRACT VALUE (R) | EXPERIENCE/ REFERENCES | | | |
|---|----------------|----------|--------------------------------------|---------------------------------------|----------------------------------|-------------------|-----------------------------|
| | Start date | End Date | | CLIENT ORGANIZATION/ DEPARTMENT | OFFICIAL PURCHASE ORDER NO | CONTACT PERSON | AND TELEPHONE DETAILS |
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ANNEXURE B

AUTHORITY TO SIGN A BID

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors
on.....20.....,

Mr/Mrs.....
.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)
.....
.

IN HIS/HER CAPACITY AS:
.....

SIGNED ON BEHALF OF COMPANY:
.....

(PRINT NAME)

SIGNATURE OF SIGNATORY:DATE:
.....

WITNESSES: 1

2



B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as

.....

SIGNATURE.....

DATE.....

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

| Full name of partner | Residential address | Signature |
|----------------------|---------------------|-----------|
|----------------------|---------------------|-----------|

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We, the undersigned partners in the business trading as

.....

hereby authoriseto sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of: (Name of Partnership)

.....

| | | |
|---------------------------|---------------------------|---------------------------|
| SIGNATURE | SIGNATURE | SIGNATURE |
|---------------------------|---------------------------|---------------------------|

| | | |
|----------------------|----------------------|----------------------|
| DATE | DATE | DATE |
|----------------------|----------------------|----------------------|



D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20.....

at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of:

(Name of Close Corporation)

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

.....

(PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: 1

 2

E. CO-OPERATIVE

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

By resolution of members at a meeting on 20.....

at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative)

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:



.....
IN HIS/HER CAPACITY AS:

.....

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS.....

WITNESSES: 1

 2

F. JOINT VENTURE

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

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners

on.....20.....

Mr/Mrs....., Mr/Mrs.....

Mr/Mrs.....and

Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture)

.....



IN HIS/HER CAPACITY

AS.....

SIGNED ON BEHALF OF (COMPANY NAME)

.....

(PRINT NAME):

SIGNATURE DATE.....

IN HIS/HER CAPACITY

AS.....

SIGNED ON BEHALF OF (COMPANY NAME)

.....

(PRINT NAME):

SIGNATURE DATE.....

IN HIS/HER CAPACITY

AS.....

SIGNED ON BEHALF OF (COMPANY NAME)

.....

(PRINT NAME):

SIGNATURE DATE.....

IN HIS/HER CAPACITY AS.....

SIGNED ON BEHALF OF (COMPANY NAME)

(PRINT NAME):

SIGNATURE..... DATE.....



G. CONSORTIUM

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

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs.....

(whose signature appear below) have been duly authorised to sign all documents in connection.

with this bid on behalf of:

(Name of Consortium)

.....

IN HIS/HER CAPACITY

AS.....

SIGNATURE..... **DATE**.....



ANNEXURE C: SPECIAL CONDITIONS OF CONTRACT

1. INTRODUCTION AND RELEVANT INFORMATION

This bid is invited and will be awarded and administered in terms of the following prescripts and conditions which is applicable to this contract: -

- 1.1 Section 217 of the Constitution of the Republic of South Africa,
- 1.2 The Public Finance Management Act No 1 of 1999 as amended by Act No 29 of 1999 and its Regulations in general,
- 1.3 The Preferential Procurement Policy Framework Act No, 5 of 2000 and its regulations as amended 2022,
- 1.4 National Treasury Supply Chain Management Practice/ Instruction notes and other guidelines.
- 1.5 The Broad Based Black Economic Empowerment Act No 53 of 2003
- 1.6 Other SCM prescripts and laws.

2. REQUIRED DOCUMENTS/ INFORMATION

If any of the documents or conditions is not met, then the Department reserves the right to disqualify the bid.

The bidder shall ensure that all the required information is furnished.

The Department reserves the right not to evaluate any bids if any of the prescribed documents are not furnished with the bid.

3. ACCEPTANCE OF OFFER

- a. This bid has been invited, and will be adjudicated in terms of the PPPFA, the National Treasury Practice Notes and other legislative requirements as stipulated above. The Department is under no obligation to accept the lowest or any bid and reserves the right to accept any bid either in whole, or part thereof.
- b. Site inspections may be conducted as part of the evaluation process.
- c. The financial standing of bidders and their ability to supply goods/ works or render services may be examined before their bids are considered for acceptance.
- d. In considering or awarding of tender and where 80/20 OR 90/10 preference points has been applied, the Department shall allocate contract based on the bidder who scores the highest points.



4. AMENDMENT OF CONTRACT

Any amendment to or renunciation of the provisions of the contract shall always be done in writing and shall be signed by both parties subject to the Department Legal Services, SCM and relevant end user directorate/ project manager screening the amendment before it is signed.

5. CESSION OF A CONTRACT

Any cession of a contract will only be accepted after the relevant approval has been obtained from the Department.

6. REMEDIES IN THE CASE OF INCORRECT PREFERENCES

- a. Should a bidder be awarded a contract based on a misrepresentation of Information which he/she supplied regarding the preference which he/she claimed, or any other information and it is shown later that the information is incorrect, in addition to any legal impact which it may have, the DEPARTMENT will: -
- b. Recover any costs or damages which the DEPARTMENT may have suffered because of the inclusion in the contract, and/or
- c. Cancel the contract and recover any loss which the DEPARTMENT may have suffered because of having to make less favourable arrangements.

7. BID PRICE

All quoted prices/offers must be firm, in South African currency (ZAR) and must include VAT. It must be noted that bidders who are non-VAT vendors must not include VAT in the bid price, but this must be clearly indicated on the price page. Each item/ service as indicated in the fee's structure/ service fees must be priced separately.

8. CHANGE OF ADDRESS

Bidders must advise the DEPARTMENT should their address details change from the time of bid to the expiry of the contract.

9. COMMUNICATION

All correspondence regarding this bid must be addressed or hand delivered to the: Assistant Director: Supply Chain Management NdabaT@kzndsac.gov.za Tel. 033 342 2380

All technical enquiries must be directed to the following: Deputy Director Auxiliary services
Tel: 083 783 6698 or email at LangaL@kzndsac.gov.za

10. COMPLETION OF SPECIFICATION

Where specifications are designed in such a way that responses would be required from the bidders, these forms **must** be completed and submitted as part of the bid document.

11. COMPLETENESS OF BID

Bid offers will be considered if correctly completed and accompanied by all relevant certificates and other necessary applicable information.

12. CONDITIONS OF BID

- a. The successful service provider must be in a position to assume duty on the date stipulated in the letter of acceptance and/ or as agreed with Department.
- b. No bid submitted by telefax, telegraphic or other electronic means will be considered. Only a hard copy of the bid offer shall be considered.
- c. It shall be noted that the Department is under no obligation to accept the lowest or any bid.
- d. The offer shall be made strictly according to the specification.
- e. By the submission of the bid, the successful bidder undertakes to appoint a supervisor for the purpose of receiving instructions relating to the provision of the service and accepting responsibility for the execution of such instructions.
- f. Bidders must provide the following particulars about themselves as part of the bid:
 - (i) Name, address, and contact details of bankers together with their bank account number.
 - (ii) The names, identity numbers and physical addresses of all partners in cases where persons, a partnership, of a firm consists of a partnership.
 - (iii) Proof and references where works of similar nature was performed.

13. CONTRACT PERIOD

- a. The contract period shall remain in force as determined by the contractual agreement.
- b. The commencement date shall be from the date and as per contractual agreement
- c. The Department reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/ her contractual obligation in terms of the contract.

14. EQUAL BIDS

In the event that two or more bid offers have equal total points, the highest-ranking bidder will be the one scoring the highest number of points in terms of specific goal points.

Should two or more bid offers be equal in all respects, the adjudication shall be decided by drawing of lots.

15. JOINT VENTURE

15.1 Any bid submitted by a Joint Venture / Consortium must be accompanied by a certified copy of the Joint Venture Agreement. Such agreement must specify the percentage of the bid/ contract to be undertaken by each participating entity.

15.2 Project execution plan signed by both parties must be submitted and the following should be considered:

- magnitude of the contract to be executed.
- nature of service to be rendered.

15.3 Any joint venture/ consortium wishing to claim for preference points must submit a B-BBEE level of contribution certificate issued by Verification entity accredited by SANAS or relevant body.

15.4 any joint venture/consortium must submit proof of tax compliance status for each company involved.

16. EXECUTION CAPACITY

The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that s/he had the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/ her experience as a company to undertake the contract. References of past experience of owners/ employees of new entities must accompany the bid document. The bidder will be required to provide office furniture as stated;

17. GENERAL APPROACH

A service provider may not recruit or shall not attempt to recruit an employee of the principal for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof. Such attempt will lead to a contract being terminated or may result in the rejection of the bid.

18. CONFLICT OF INTEREST

Bidders are requested to provide professional, objective and impartial advice/ service and at all times hold the client's interest paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests. Bidders should not perform any assignment that would conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Agency. Without limitation on the generality of this rule, bidders would not be hired under the following circumstances.

19. IRREGULARITIES

Companies are encouraged to advise the Department timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

20. LATE SUBMISSION OF BIDS

Bid offers are late if they are received at the address indicated in the bid document after the stipulated closing date and time.

A late bid document will not be considered.

21. NOTIFICATION OF ADJUDICATION OF BID

Notification of the outcome of adjudication of bid shall be published in the media where the invitation to bid was advertised and Department's website.

22. TAX CLEARANCE COMPLIANCE

The bidder must ensure that the company is tax compliant and should submit to the Department a Valid Tax Compliance Status Pin Document obtainable from SARS or CSD registration number with the bid before the closing date and time of the bid.

Each party in the Joint Venture/ Consortium must submit Valid Tax Compliance Status Pin or CSD registration number with the bid before the closing date and time of the bid.

23. UNSATISFACTORY PERFORMANCE

Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

Before any action is taken, the Department shall warn the contractor that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory service within the specified reasonable time

(7 days minimum). If the service provider/ contractor does not perform satisfactorily despite the warning the Department will:

- (i) Act in terms of its delegated powers.
- (ii) Make a recommendation for cancellation of the contract.

As part of contract conditions, and of managing the service provider's performance the Department reserves the right to inspect and interview subcontractors in ensuring compliance with conditions of the bid/contract.

24. VALIDITY PERIOD AND EXTENSION THEREOF

The validity period for the offer / quotation must be 120 days from close of bid. However, circumstances may arise whereby the Department may request the bidders to extend the validity period. Should this occur, the Department will request bidders to extend the validity period under the same terms and conditions as originally tendered by the bidders. This request will be done before the expiry of the original validity period.

25. VALUE ADDED TAX (VAT)

Bid prices must be inclusive of VAT.

26. PAYMENT AND INVOICING

- a) Only upon receipt and verification of the invoice by an appropriately authorized official, will payment be affected. The invoice shall be original.
- b) Payment shall be made to the contracted bidder/ service provider **only**. Any deviations (e.g. a cession of contract) will only be accepted after relevant approval has been granted.
- c) Each order must be invoiced separately, clearly quoting the relevant order number. Supporting documents with full details of the service rendered must be presented in the invoice or as an annexure thereto.
- d) Payment terms are thirty (30) days on receipt of an original invoice.
- e) **No upfront deposits or payments will be made.**

27. RETURNABLE DOCUMENTS/ INFORMATION

Compliance with the scope of works/ services.

Failure to submit the documents/ information required will result in automatic disqualification.

28. CURRENT AND PREVIOUS EXPERIENCE

Bidders are required to complete Annexure A for all current and previous related contracts.

29. EVALUATION CRITERIA

The bidders' eligibility, capability in rendering the required services and compliance with the specification will be assessed prior to application of **80/20** specific goals.

30.1 ADMINISTRATIVE COMPLIANCE

Bidders will be required to adhere to the administrative aspects of the bid prior to the evaluation of functionality.

30.3 EVALUATION OF PRICE AND SPECIFIC GOALS

The bidder that passes administrative compliance will be evaluated on price (80) and specific goals (20). The bidder who scores the highest points may be awarded the contract as prescribed by PPPFA.

30.4 The Bidder who scores the highest points on more than one bid/ contract will be allocated one contract and of which they shall be afforded the opportunity to choose preferable region. Thereafter, the award shall be to the bidder who is the second highest scorer.

Bidders shall be assessed on eligibility and 80/20 specific goals shall be applied; and as set out on the bid document.

| 20 points | | | |
|------------------------|------|------|------|
| Specific/ RDP goals | 100% | ≥51% | <51% |
| RACE | 4 | 2 | 0 |
| GENDER (women) | 6 | 3 | 0 |
| PLD | 6 | 3 | 0 |
| YOUTH | 4 | 2 | 0 |

*PLD – Persons living with disabilities

NB: Complete SBD6.1 and Submit – valid B-BBEE certificate or Sworn affidavit to score 20 points in order to score points for specific/ RDP goals.

31. RISK ASSESSMENT

Department reserves the right to assess the bidder's capability prior to contracting the services in order to mitigate risks.

32. SUPPLIER REGISTRATION

The service provider/ supplier must be registered on Central Suppliers' Database (CSD) system; www.csd.gov.za. Department will not award or appoint a bidder who is not registered on the CSD as a prospective supplier



ANNEXURE D

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 regarding 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 provision in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency



27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions:

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



- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **" Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all 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 labor, 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 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.
 - a. 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 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.

- 1.1 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

- a. 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.
- in

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 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 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 as 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 such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract Amendments

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



19. Assignment

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

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 scheduled 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, 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. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable 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 damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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



- (b) the purchaser shall pay the supplier any monies

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

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

30. Applicable Law

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

General Conditions of Contract (revised July 2010)

PRICING SCHEDULE
(Professional Services)

| | |
|-----------------------|--------------------------------|
| NAME OF BIDDER: | BID NO.: ...DSAC 003/2425..... |
| CLOSING TIME 12:00 | CLOSING DATE 05 NOVEMBER 2024 |

OFFER TO BE VALID FOR ...180.....DAYS FROM THE CLOSING DATE OF BID.

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

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

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

| 4. PERSON AND POSITION | HOURLY RATE | DAILY RATE |
|------------------------|-------------|------------|
| ----- | R----- | ----- |
| ----- | R----- | ----- |
| ----- | R----- | ----- |
| ----- | R----- | ----- |
| ----- | R----- | ----- |

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

| | | |
|-------|--------|------------|
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |

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

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

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

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

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

- 6. Period required for commencement with project after acceptance of bid
- 7. Estimated man-days for completion of project
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

NB: Grand total to be transferred to Part A of document "TOTAL BID PRICE ALL INCLUSIVE" and failure shall lead to disqualification.

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

| Full Names | Identity Number | Name of State institution |
|------------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

2.2.1 If so, furnish particulars:

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

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

| | |
|-----|----|
| YES | NO |
|-----|----|

2.3.1 If so, furnish particulars:
.....
.....

3. DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

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

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

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

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |

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

3. DEFINITIONS

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

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|--|--|--|--|
| RACE | # | 4 | | |
| GENDER (WOMAN) | # | 6 | | |
| PLD | # | 6 | | |
| YOUTH | # | 4 | | |

EVALUATION OF PRICE AND HDI GOALS

The bidder that passes administrative compliance and functionality will be evaluated on price (80) and specific goals (20). The bidder who scores the highest points may be awarded the contract as prescribed by PPPFA.

| 20 points | | | |
|----------------|------|------|------|
| HDI | 100% | ≥51% | <51% |
| RACE | 4 | 2 | 0 |
| GENDER (women) | 6 | 3 | 0 |
| PLD | 6 | 3 | 0 |
| YOUTH | 4 | 2 | 0 |

**PwD– Persons with disabilities*

Submit – valid B-BBEE certificate or Sworn affidavit to score 20 points.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

| | |
|---|----------------------------------|
| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid.
 - Proof of tax compliance status.
 - Pricing schedule(s).
 - Filled in task directive/proposal.
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations.
 - Bidder's Disclosure form.
 - Special Conditions of Contract.
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

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

4. I accept full responsibility for the proper execution and 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 - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

| DESCRIPTION OF SERVICE | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | TOTAL PREFERENCE POINTS CLAIMED | POINTS CLAIMED FOR EACH SPECIFIC GOAL |
|------------------------|---------------------------------------|-----------------|---------------------------------|---------------------------------------|
| | | | | |

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

....

2

ANNEXURE: E

SPECIFICATION/ TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF LANGUAGE LEGISLATION FOR A PERIOD OF TWELVE MONTHS

| | | | |
|------------------|----------------|--------------------|--------------|
| ENQUIRIES | Ms T Cebekhulu | CONTACT No. | 083 307 8826 |
|------------------|----------------|--------------------|--------------|

1. BACKGROUND

- The Department of Sport, Arts and Culture is mandated by the constitution to promote and ensure respect for all languages commonly used by communities in South Africa. Language Services within the Department of Sport, Arts and Culture is constitutionally mandated to ensure that the official languages are used equitably for all purposes. Furthermore, the strategic objective for language services is to promote multilingualism, redress past linguistic imbalances and develop the previously marginalized languages in the Province of KwaZulu-Natal.
- The provisions of Sections 6, 9, 29, 31 and 32 of the Constitution of the Republic of South Africa (Act No. 108 of 1996), and the subsequent approval of the National Language Policy Framework in 2002 by the National Cabinet, as well as the Use of Official Languages Act (Act 12 of 2012) occasioned a need for every province in the republic to formulate its own language legislation in line with the aforesaid legislation.
- In implementing the above-mentioned legislation, the KwaZulu-Natal Provincial Languages Policy was developed and subsequently approved by the Cabinet in 2008.
- In 2020 the Language Policy was reviewed and approved by the then Executive Council. The Policy was then called the 'KwaZulu-Natal Use of Official Languages Policy'. The Policy identified six official languages of the province: namely, isiZulu, English, Afrikaans, isiXhosa, Sesotho and Siswati. The Policy identified two working official languages (isiZulu and English) as languages that should be used equitably by Departments and Municipalities.
- An advice from a policy analyst was that Afrikaans language should be included as one of the working official languages to be used by Departments and Municipalities. This would be in line with the KZN Parliamentary Official Languages Act, No. 10 of 1998.
- In 2023 an announcement was made in Parliament that the South African Sign Language is the twelfth official language of the country. It is important that the province recognises this language in its linguistic legislation as a seventh Provincial official language.
- It has become necessary that, the Department of Sport, Arts and Culture appoints a Service Provider that is well versed in legal matters, to amend the KZN Use of Official

Language Policy and align it with the KwaZulu-Natal Use of Official Languages Bill and Act that will be enacted by Provincial Legislature.

2. SCOPE OF WORK

- Promote the equitable use of the main official languages spoken in KwaZulu-Natal, viz, isiZulu, English, isiXhosa, Afrikaans, South African Sign Language, Sesotho and Siswati.
- Facilitate equitable access to government services, knowledge and information.
- Promote multilingualism with all language communities in the province.
- Encourage the learning of provincial official languages to promote provincial unity and linguistic and cultural diversity.
- Develop and promote previously marginalised languages in the province

3. OBJECTIVES

- The province should have its own Languages Act as prescribed by the Constitution and the Use of Official Languages Act (Act 12 of 2012).
- The province should have its Language Policy, based on Provincial Languages Act.
- All government departments, municipalities and statutory bodies should develop their own language policies, in accordance with the approved Provincial Language Policy, taking into consideration the language usage and language preferences of respective communities.

4. DELIVERABLES

- A Provincial Languages Act and its Implementation Plan.
- A Provincial Languages Policy and its Implementation Plan.

The KZN Department of Sport, Arts and Culture requires the services of a duly experienced and knowledgeable service provider to undertake the below listed tasks:

| TASKS | YES/NO/ NOTED |
|---|------------------|
| <p><u>Project Plan</u></p> <p>The project is divided as follows:</p> <ul style="list-style-type: none">• Amendment of the existing Parliamentary Act or Repeal the existing Act• Propose the amendment of the existing Act (KZN Parliament Official Language Act of 1998) to aligned with the languages of the province• Identify the official languages of the province | |

| TASKS | <i>YES/NO/ NOTED</i> |
|---|--------------------------|
| <ul style="list-style-type: none"> • Take the amended document for consultation to the stakeholders • Analyse outcomes of the consultation • Prepare a report • Develop the Language Policy • Prepare Implementation Plan for the Policy • Prepare the Implementation Plan of the Act • MEC to present it to the Executive Council | |
| <p>Timeframes The project should be finalised by 31 March 2025</p> | |
| <p>Reporting The Service provider to submit monthly and Quartey report on the progress of the project</p> | |
| <p>Financial arrangements Payments will be made in line with the achievement of milestones and phases of implementation as agreed in the Service Level Agreement and should be stipulated in the budget</p> | |

ANNEXURE G
ASSEMENT/EVALUATION

5. STAGE 1: MANDATORY REQUIREMENTS

- Check and verify compliance with the submission and completion of compulsory bid documents. Failure to comply with any of the sections contained in the bid document that constitute stage 1 will render the bid invalid.
- Bidders are required to be registered on the Central Supplier Database and the Department shall verify the bidder's tax compliance status through the Central Supplier Database.
- Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.
- It is therefore a condition of this bid that the tax matters of the bidder be in order at any point in time from the closing date of the bid. This bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant.
- Compliance should remain valid for the duration of the contract.
- Bidders are required to attend compulsory briefing sessions.
- Mention statutory bodies/affiliations that service providers must comply with.
- Other mandatory information and/or documentation to be discussed during BSC.
- The Department cannot continue to evaluate a proposal without the submission of the required forms. Omission of all forms is deemed non-compliant.

STAGE 2: FUNCTIONALITY EVALUATION CRITERIA

- Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

- Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.
- The evaluation of the functionality will be evaluated by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.
- Any bidder who scores less than **60%** for functionality will be eliminated and will not progress for further evaluation on price and preference.

EVALUATION CRITERIA

| Scoring Criteria | Guideline for Criteria | Weight | Information Format |
|---|--|------------|--|
| Company Experience | <p>Previous experience of the bidding firm/company in managing projects of a similar nature i.e. drafting of legislation such as Bills, Acts, Regulations and Policies.</p> <p>Point Allocation: 4 = 4 or more completed projects relevant to this bid 3 = 3 completed projects relevant to this bid 2 = 2 completed projects relevant to this bid 1 = 1 completed project relevant to this bid 0 = 0 completed project relevant to this bid</p> | 20% | <p>A proposal that includes a</p> <ol style="list-style-type: none"> 1. A list of projects undertaken by the bidder. For each project provide the following: <ul style="list-style-type: none"> • Description of service provided. • Role of the bidder • Project cost • Project duration 2. Signed reference letters in client organisation letter heads per project undertaken. |
| Project Leader: Qualifications and Experience | <p>Relevant Qualification: Legal Qualifications Must be registered with Law Society</p> <p>Point Allocation: 4 = NQF 9 in relevant field 3 = NQF 8 in relevant field 2 = NQF 7 in relevant field 1 = NQF 6 in relevant field 0 = No Qualification</p> | 10% | <p>Documents required:</p> <ol style="list-style-type: none"> 1. Certified copies of qualification certificate and transcript. 2. The SAQA Certificate of Evaluation in instances of foreign qualifications. 3. Proof of registration with Law Society. |
| | <p>Comprehensive CV Experience relevant to this bid is deemed to be technical experience in the drafting of legislation be it Bills, Acts, Regulations or Policies or other work which displays an understanding of the Legislative and/or policy drafting environment.</p> <p>Point Allocation:</p> | 30% | <p>Comprehensive CV of proposed resource that includes the following:</p> <ul style="list-style-type: none"> • Description of relevant and/or similar work experience • The client name • The role of the resource on the project • Project duration |

| Scoring Criteria | Guideline for Criteria | Weight | Information Format |
|------------------|--|------------|---|
| | <p>4 = 4 or more completed projects relevant to this bid 3 = 3 completed projects relevant to this bid 2 = 2 completed projects relevant to this bid 1 = 1 completed project relevant to this bid = 0 completed projects relevant to this bid</p> | | |
| Team Members | <p>Cross functional team members that include:</p> <ul style="list-style-type: none"> • Legal expert • Language expert • Finance Expert • Other relevant expert <p>Point Allocation: 4 = 4 Team is cross functional with all experts required with relevant experience in drafting legislation and/or policies and costing 3 = Team is cross functional but does not have all the required experts with relevant experience in drafting legislation and/or policies and costing 2 = Team is not cross functional but has drafting of legislation and/or policy experience 1 = Team does not have drafting of legislation and/or policy experience 0 = 0 no proposed team</p> | 20% | <p>1. Comprehensive CV of proposed resources</p> <p>2. Resource plan that includes the following:</p> <ul style="list-style-type: none"> • proposed role of each resource, • the rate per resource, • total hours allocated per resource on the project. • |
| Methodology | <p>Detailed proposed project plan in line with relevant prescripts and processes, linked to deliverables and milestones for the proposed solution.</p> <p>Point Allocation: 4 = Detailed project plan that meets and exceed expectations as detailed under information format. 3 = Project plan that includes contingency plan and resource allocation 2 = Incomplete project plan with no contingency plan 1 = Unrealistic and incomplete project plan 0 = No project plan provided</p> | 20% | <p>Methodology Proposal</p> <p>The bidder is expected to outline and explain in detail the proposed methodology for achieving the deliverable as set out, based on the understanding of the nature of the services to be rendered and the result to be achieved. The bidder's methodology should also include the following:</p> <ul style="list-style-type: none"> • Details of how the entire service will be conducted and how the project will be managed and by whom. • What resources the service provider has to render effectively'. • Method of reporting. • The bidder must submit a work plan detailing the entire |

| Scoring Criteria | Guideline for Criteria | Weight | Information Format |
|------------------|------------------------|--------|--|
| | | | project as well as the identification of key activities and milestones associated with the project implementation and reporting. |

STAGE 3: EVALUATION IN TERMS OF 80/20 SPECIFIC RDP GOALS

- Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 price and specific RDP goals.

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| BLACK OWNED | # | 4 | | |
| WOMEN OWNED | # | 6 | | |
| PLD | # | 6 | | |
| YOUTH OWNED | # | 4 | | |
| | 10 | 20 | | |

EVALUATION OF PRICE AND SPECIFIC RDP GOALS

The bidder that passes administrative compliance and functionality will be evaluated on price and specific RDP goals (80/20). The bidder who scores the highest points may be awarded the contract as prescribed by PPPFA

| 20/10 points | | | |
|--------------|------|------|------|
| RDP GOALS | 100% | ≥51% | <51% |
| BLACK OWNED | 4 | 2 | 0 |
| WOMEN OWNED | 6 | 3 | 0 |
| PLD | 6 | 3 | 0 |
| YOUTH OWNED | 4 | 2 | 0 |

*PLD– Persons living with disabilities

Submit – valid B-BBEE certificate or Sworn affidavit to score 20 points

ANNEXURE H

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

Site/building /institution involved: **KZN DEPARTMENT OF SPORT, ARTS AND CULTURE**

APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF LANGUAGE LEGISLATION FOR A PERIOD OF TWELVE MONTHS

THIS IS TO CERTIFY THAT (NAME)

ON BEHALF OF (**Company Name**).....

ATTENDED THE BRIEFING MEETING ON.....(DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP:

DATE: