

INVITATION TO BID

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

BID NUMBER:	NDT0005 / 24	CLOSING DATE:	04 APRIL 2024	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PHYSICAL SECURITY SERVICES FOR THE DEPARTMENT OF TOURISM FOR THE PERIOD OF THREE (3) YEARS.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE RFQ / BID BOX SITUATED AT (STREET ADDRESS)

PHYSICAL ADDRESS:
 17 TREVENNA STREET
 SUNNYSIDE
 PRETORIA
 0002

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON	MERRIAM NTHANI	CONTACT PERSON	RINUS BENADIE
TELEPHONE NUMBER	012 444 - 6230	TELEPHONE NUMBER	012 444 - 6144
E-MAIL ADDRESS	mnthani@tourism.gov.za	E-MAIL ADDRESS	rbenadie@tourism.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<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 REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:																
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED DATE AND TIME TO THE CORRECT ADDRESS. ALL COMPLETED DOCUMENTS SHOULD BE SEND TO DELIVERED AT TOURISM HOUSE, 17 TREVENNA STREET, SUNNYSIDE, PRETORIA 0002 . PHYSICAL SUBMISSION OR HAND DELIVERED RFP DOCUMENTS MUST BE COMPLETED IN THE REGISTER. BIDDERS FAILURE TO COMPLETE THE REGISTER MAY INVALIDATE THE RFP. LATE RFP WILL NOT BE CONSIDERED WHEN MAKING A DECISION TO AWARD.																
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. THE STANDARDS BIDDING DOCUMENTS (SBD) FORMS MUST BE COMPLETED, SIGNED AND RETURNED WITH THE RFQ / BID DOCUMENTS.																
1.3. BIDDER'S ARE NOT ALLOWED TO ALTER THE CONTENT AND SEQUENCE OF INFORMATION IN THE SBD4 FORM.																
1.4. THE UNDERSIGNED BIDDER DECLARES AND FURTHER AGREES TO HAVE READ 2010 VERSION OF THE GENERAL CONDITIONS OF CONTRACT (GCC) IS AVAILABLE ON THE NATIONAL TREASURY WEBSITE. TO ACCESS THE GCC THE BIDDER SHOULD CLICK THE FOLLOWING LINK http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/ OR DOWNLOAD THE DOCUMENT FROM THE NATIONAL TREASURY.																
1.5. THE 80 / 20 PREFERENTIAL POINT SYSTEM WILL BE APPLIED WHEREIN 80 POINTS IS FOR PRICE AND 20 POINTS IS FOR SPECIFIC GOALS. TENDERS WITH A RAND VALUE OF BETWEEN R 30 000 BUT NOT EXCEEDING R 50 MILLION (INCLUSIVE OF ALL APPLICABLE TAXES). FIRSTLY, THE BID SUBMISSION / RFQ WILL EVALUATED IN LINE WITH THE SET CRITERIA OR FUNTIONALITY (<i>IF APPLICABLE</i>) AND THEREAFTER PROPOSAL WILL BE EVALUATED ON POINTS FOR PRICE AND SPECIFIC GOALS.																
1.6. THE DEPARTMENT WILL APPLY THE 80/20 POINT SYSTEM IN RESPECT OF INVITATION TO THIS BID.																
1.7. POINTS SCORED FOR SPECIFIC GOALS WILL BE ADDED TO THE POINTS SCORED FOR PRICE AND THE TOTAL WILL BE ROUNDED OFF TO THE NEAREST TWO (2) DECIMAL PLACES .																
1.8. A TENDER OR RFQ MUST BE AWARDED TO THE TENDERER WHO SCORE THE HIGHEST TOTAL NUMBER OF POINTS IN TERMS OF THE PREFERENCE POINT SYSTEM (<i>PRICE AND SPECIFIC GOALS</i>) UNLESS OBJECTIVE CRITERIA IN TERMS OF SECTION 2 (1)(F) OF THE PPPFA ACT NO 5 OF 2000 JUSTIFY THE AWARD OF THE TENDER TO ANOTHER TENDERER																
1.9. THE DEPARTMENT RESERVES THE RIGHT TO NEGOTIATE WITH THE BIDDERS PRIOR OR POST AWARD .																
1.10. THE DEPARTMENT MAY ALLOCATE ZERO/NIL POINTS FOR SPECIFIC GOALS WHERE PROOF IS NOT SUBMITTED WITH THE BID.																
1.11. THE BID WILL BE VALID FOR A PERIOD OF 120 DAYS FROM THE DATE OF ADVERTISEMENT;																
1.12. THE DEPARTMENT RESERVES THE RIGHT NOT TO AWARD.																
2. TAX COMPLIANCE REQUIREMENTS																
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.																
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.																
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA																
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.																
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.																
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.																
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."																
3. LIST OF RETURNABLES																
BIDDERS SHOULD PLEASE ADHERE TO THE FOLLOWING INSTRUCTIONS																
a) TICK APPLICABLE BOX																
b) ENSURE THAT THE FOLLOWING DOCUMENTS ARE COMPLETED, SUBMITTED AND SIGNED WHERE APPLICABLE																
c) USE THE PRESCRIBED SEQUENCE IN ATTACHING THE ANNEXURES THAT COMPLETE THE BID OR RFQ DOCUMENT																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th style="text-align: left; padding: 5px;">ANNEXURES</th> <th style="text-align: left; padding: 5px;">DOCUMENT DECIPTION</th> <th style="text-align: center; padding: 5px;">YES</th> <th style="text-align: center; padding: 5px;">NO</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">PART A & B</td> <td style="padding: 5px;">IS BID INVITATION FORM AND TERMS AND CONDITIONS FOR BIDDING COMPLETED, SIGNED AND SUBMITTED?</td> <td style="width: 40px;"></td> <td style="width: 40px;"></td> </tr> <tr> <td style="padding: 5px;">ANNEXURE A</td> <td style="padding: 5px;">(IF APPLICABLE) AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN BID, JOINT VENTURES INVOLVEMENT DECLARATION AND SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES</td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;">ANNEXURE B</td> <td style="padding: 5px;">IS PROOF OF OWNERSHIP BY WOMAN SUBMITTED. i.SHAREHOLDING (CERTIFICATE) PORTFOLIO BY PROOF OF REGISTRATION OF THE COMPANY WITH COMPANIES AND INTELLECTUAL PROPERTY REGISTRATION OFFICE (CIPRO) / COMPANIES INTELLECTUAL</td> <td></td> <td></td> </tr> </tbody> </table>	ANNEXURES	DOCUMENT DECIPTION	YES	NO	PART A & B	IS BID INVITATION FORM AND TERMS AND CONDITIONS FOR BIDDING COMPLETED, SIGNED AND SUBMITTED?			ANNEXURE A	(IF APPLICABLE) AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN BID, JOINT VENTURES INVOLVEMENT DECLARATION AND SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES			ANNEXURE B	IS PROOF OF OWNERSHIP BY WOMAN SUBMITTED. i.SHAREHOLDING (CERTIFICATE) PORTFOLIO BY PROOF OF REGISTRATION OF THE COMPANY WITH COMPANIES AND INTELLECTUAL PROPERTY REGISTRATION OFFICE (CIPRO) / COMPANIES INTELLECTUAL		
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	PROPERTY COMMISSION (CIPC). IN CASE OF JOINT VENTURE, A BIDDER MUST SUBMIT PROOF OF REGISTRATION FOR BOTH ENTERPRISES; ii. CERTIFIED COPY (COPIES) OF ID-DOCUMENT(S) OR OF THE WOMAN OR WOMEN; AND iii. A CSD FULL REPORT AND NOT SUMMARIZED PREFERABLY DRAWN PRIOR TO THE CLOSING DATE MUST BE SUBMITTED BY BIDDERS.		
ANNEXURE C	IS PROOF OF OWNERSHIP BY BLACK PERSON (S) SUBMITTED. i. SHAREHOLDING (CERTIFICATE) PORTFOLIO BY PROOF OF REGISTRATION OF THE COMPANY WITH COMPANIES AND INTELLECTUAL PROPERTY REGISTRATION OFFICE (CIPRO) / COMPANIES INTELLECTUAL PROPERTY COMMISSION (CIPC). IN CASE OF JOINT VENTURE, A BIDDER MUST SUBMIT PROOF OF REGISTRATION FOR BOTH ENTERPRISES; ii. CERTIFIED COPY (COPIES) OF ID-DOCUMENT(S) OF BLACK PERSON(S) ; AND iii. A CSD FULL REPORT AND NOT SUMMARIZED PREFERABLY DRAWN PRIOR TO THE CLOSING DATE MUST BE SUBMITTED BY BIDDERS.		
ANNEXURE D	QUALIFYING EXEMPTED MICRO ENTERPRISE (EME) – AND OR QUALIFYING SMALL ENTERPRISE (QSE) – MUST SUBMIT A VALID B-BBEE SWORN AFFIDAVIT (VALID FOR A PERIOD OF 12 MONTHS FROM THE DATE SIGNED BY THE COMMISSIONER) ACCOMPANIED BY CIPS BUSINESS REGISTRATION AND SHARE CERTIFICATE. IN CASE OF JOINT VENTURE TO CLAIM POINTS , A CONSOLIDATED B-BBEE CERTIFICATE ISSUED BY AN ACCREDITED VERIFICATION AGENCY, IRRESPECTIVE OF THE SIZE OF THE COMPANIES INVOLVED IN A JOINT VENTURE MUST BE SUBMITTED. THE DEPARTMENT CANNOT ACCEPT JOINT VENTURE AFFIDAVIT.		
ANNEXURE E	STANDARD BID DOCUMENTS (SBD4) FORM BIDDER'S DISCLOSURE.		
ANNEXURE F	PROJECT IMPLEMENTATION PLAN / TECHNICAL PROPOSAL		
ANNEXURE G	COMPANY PROFILE WITH THE RELEVANT EXPERIENCE AND TRACK RECORD		
ANNEXURE H	CONTACTABLE AND VERIFIABLE SIGNED LETTERS OF REFERENCE ON A LETTER HEAD OF A REFERRING INSTITUTION / ORGANIZATION		
ANNEXURE I	CERTIFIED COPY OF VALID B-BBEE CERTIFICATE		
ANNEXURE J	REGISTERED IN TERMS OF THE PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY, 2001 (ACT 56 OF 2001). ATTACH A VALID COMPANY PSIRA CERTIFICATE AND IN GOOD STANDING. THE DIRECTOR/S MUST ALSO BE REGISTERED IN TERMS OF THE PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY, 2001 (ACT 56 OF 2001) AND ATTACH A DIRECTOR/S VALID GRADE A PSIRA CERTIFICATE.		
ANNEXURE K	PROOF OF OFFICE		
ANNEXURE L	FINANCIAL PROPOSAL / SUBMISSION (THREE YEARS BUDGET BREAKDOWN) WITH VAT INCLUSIVE. THE FINANCIAL PROPOSAL / OFFER MUST BE IN LINE WITH THE RECENT PSIRA PRICING OR COSTING GUIDELINES AND INCLUSIVE OF PROFIT.		
ANNEXURE M	STANDARD BID DOCUMENTS (SBD) 6.1 PREFERENCE POINTS CLAIM FORM		

4. APPLICATION OF PREFERENCE POINT SYSTEM

4.1 DEFINITIONS

HISTORICALLY DISADVANTAGED INDIVIDUALS (HDI) IS DEFINED AS A SOUTH AFRICAN CITIZEN –

- a) WHO, DUE TO THE APARTHEID POLICY THAT WAS IN PLACE, HAD NO VOTING RIGHTS IN THE NATIONAL ELECTIONS PRIOR TO THE INTRODUCTION OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1983 (ACT NO. 100 OF 1983) OR THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1993 (ACT NO. 200 OF 1993) (**"THE INTERIM CONSTITUTION**) AND OR
- b) WHO IS A WOMAN, AND / OR
- c) WHO HAS DISABILITY

4.2 WITH THE UNDERSTANDING THAT ANY PERSON WHO RECEIVED SOUTH AFRICAN CITIZENSHIP ON OR BEFORE THE INTRODUCTION OF THE INTERIM CONSTITUTION, WILL NOT BE DEEMED TO BE HDI.

4.3 ANY REFERENCE TO WORDS "BID" OR "BIDDER" HEREIN AND/OR IN ANY OTHER DOCUMENTATION SHALL BE CONSTRUED TO HAVE THE SAME MEANING AS THE WORDS "TENDER" OR "TENDERER".

4.4 **"A WOMAN"** REFERS TO A FEMALE PERSON WHO IS A SOUTH AFRICAN CITIZEN

4.5 **"HDI EQUITY OWNERSHIP"** REFERS TO THE PERCENTAGE OF A PARTNERSHIP OR BUSINESS THAT IS OWNED BY INDIVIDUALS, OR IN THE CASE OF A COMPANY, THE PERCENTAGE OF SHARES WHICH IS OWNED BY INDIVIDUALS WHO ARE ACTIVELY INVOLVED IN THE MANAGEMENT DECISIONS AND DAY TO DAY OPERATIONAL ACTIVITIES OF THE COMPANY OR BUSINESS AND WHO EXERCISES CONTROL IN THE BUSINESS IN RELATION TO THEIR OWNERSHIP AT THE CLOSE OF TENDER. WHERE INDIVIDUALS ARE NOT ACTIVELY INVOLVED IN THE MANAGEMENT AND DAY TO DAY OPERATIONAL ACTIVITIES OF THE BUSINESS AND WHO DOES NOT

EXERCISE CONTROL IN RELATION TO THE PERCENTAGE OF THEIR OWNERSHIP, EQUITY OWNERSHIP POINTS CANNOT BE AWARDED.

- 4.6 **"BLACK PEOPLE"** IS A GENERIC TERM WHICH MEANS AFRICANS, COLOURED AND INDIANS WHO ARE CITIZENS OF THE RSA BY BIRTH OR DESCENT OR BY NATURALISATION BEFORE 27 APRIL 1994 OR AFTER.
- 4.7 **"EXEMPTED MICRO ENTERPRISE (EME)"** IN TERMS OF THE GENERIC CODES OF GOOD PRACTICE, IT REFERS TO AN ENTERPRISE WITH AN ANNUAL TOTAL REVENUE OF R 10 MILLION OR LESS.
- 4.8 **"QUALIFYING SMALL ENTERPRISE (QSE)"** IN TERMS OF THE GENERIC CODES OF GOOD PRACTICE, IT REFERS TO AN ENTERPRISE WITH AN ANNUAL TOTAL REVENUE OF BETWEEN R 10 MILLION AND R 50 MILLION
- 4.9 **"SPECIFIC GOALS"** REFERS TO CONTRACTING WITH PERSONS, OR CATEGORIES OF PERSONS, HISTORICALLY DISADVANTAGED BY UNFAIR DISCRIMINATION ON THE BASIS OF RACE, GENDER OR DISABILITY AND IMPLEMENTING PROGRAMME AS PUBLISHED IN THE GOVERNMENT GAZETTE NO. 16085 DATED 23 NOVEMBER 1994.

4.10 80 / 20 PREFERENCE POINT SYSTEM

TENDERERS WILL BE AWARDED POINTS AS FOLLOWS:

a)	TENDER PRICE	:	80 POINTS	} SPECIFIC GOALS - MAXIMUM OF 20 POINTS
b)	WOMEN OWNERSHIP	:	06 POINTS	
c)	BLACK OWNERSHIP	:	12 POINTS	
d)	SMME'S (EME OR QSE)	:	02 POINTS	

TOTAL 100 POINTS

4.11 THE POINTS SCORED FOR SPECIFIC GOALS WILL BE ADDED TO THE POINTS SCORED FOR PRICE AND THE TOTAL MUST BE ROUNDED OFF TO THE NEAREST 2 DECIMAL PLACES

4.12 TENDER PRICE

THE FOLLOWING FORMULA WILL BE USED TO CALCULATE THE POINTS OUT OF 80 FOR PRICE IN RESPECT OF TENDER WITH A RAND VALUE NOT EXCEEDING R 50 MILLION (INCLUSIVE OF ALL APPLICABLE TAXES). THE LOWEST ACCEPTABLE TENDER MUST SCORE 80 POINTS FOR PRICE, AND OTHER TENDERS WHICH ARE HIGH IN PRICE MUST SCORE FEWER POINTS, ON PRO RATA BASIS.

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

WHERE -

PS = POINTS SCORED (AWARDED) FOR PRICE OF TENDER UNDER CONSIDERATION

PT = PRICE OF TENDER UNDER CONSIDERATION; AND

PMIN = PRICE OF THE LOWEST ACCEPTABLE TENDER

4.13 SPECIFIC GOALS

4.13.1 % OWNED BY PEOPLE WHO ARE WOMEN

A MAXIMUM OF SIX (06) POINTS WILL BE AWARDED TO A TENDERER WHO IS A WOMAN. EQUITY OWNERSHIP FOR WOMEN WILL BE DETERMINED BY THE % OF THE ENTERPRISE OWNED BY SUCH A PERSON OR BY THE % OF SHARES OWNED BY MEMBER/S WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY MANAGEMENT OF THE COMPANY OR ENTERPRISE. **DOCUMENTS REQUIRED ARE DETAILED ON ANNEXURE B ABOVE AND MUST BE SUBMITTED WITH THE RFQ/BID RESPONSE TO CLAIM POINTS.**

% OF ENTERPRISE OWNED BY WOMEN-----%

THUS, POINTS AWARDED: $6 \times \frac{\% WO}{100} =$

4.13.2 % OWNED BY BLACK PEOPLE

A MAXIMUM OF TWELVE (12) POINTS WILL BE AWARDED TO A TENDERER WHO IS A BLACK AND DID NOT HAVE VOTING RIGHTS ACCORDING TO THE DEFINITION OF AN HDI. EQUITY OWNERSHIP FOR BLACKS WILL BE DETERMINED BY THE % OF THE ENTERPRISE OWNED BY SUCH A PERSON OR BY THE % OF SHARES OWNED BY MEMBERS WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY ACTIVITIES OF THE COMPANY OR ENTERPRISE. **DOCUMENTS REQUIRED ARE DETAILED ON ANNEXURE C ABOVE AND MUST BE SUBMITTED WITH THE RFQ/BID RESPONSE TO CLAIM POINTS.**

% OF ENTERPRISE OWNED BY BLACK PERSON(S) WHO DID NOT HAVE VOTING RIGHTS.....%

THUS, POINTS AWARDED: $12 \times \frac{\% BO}{100} =$

4.13.3 SMALL, MEDIUM AND MICRO ENTERPRISES (SMME'S)

A MAXIMUM OF TWO (2) POINTS WILL BE AWARDED TO A TENDERER WHO IS CLASSIFIED AS SMME

IS THE COMPANY CLASSIFIED AS EME OR QSE? **DOCUMENTS REQUIRED MUST BE SUBMITTED WITH THE RFQ/BID RESPONSE TO CLAIM POINTS.**

YES = 2 POINTS =
 NO = 0 POINT =

4.14 THE DEPARTMENT CAN ONLY AWARD POINTS PROVIDED SUFFICIENT INFORMATION AND REQUIRED DOCUMENTS ARE CORRECTLY COMPLETED AND RETURNED WITH THE PROPOSALS IN LINE WITH LIST OF RETURNABLE DOCUMENTS ON PARAGRAPH THREE (3) ABOVE. POINTS OBTAINED FOR PRICE SHOULD BE ADDED TO POINTS OBTAINED FOR SPECIFIC GOALS.

4.15 INFORMATION ON THE DETAILED **CSD FULL REPORT (DIRECTORS / SHAREHOLDERS)** SHOULD BE THE SAME AND SUPPORTED BY **COPIES OF IDENTITY DOCUMENTS AND COMPANY REGISTRATION DOCUMENTS / SHAREHOLDER CERTIFICATES.**

5. CRITERIA FOR BREAKING DEADLOCK IN SCORING

- a) IF TWO OR MORE OF THE TENDERERS HAVE SCORED EQUAL TOTAL NUMBER OF POINTS, THE CONTRACT WILL BE AWARDED TO THE TENDERER THAT SCORED THE HIGHEST POINTS FOR SPECIFIC GOALS;
- b) IF TWO OR MORE TENDERES SCORE EQUAL TOTAL NUMBER OF POINTS IN ALL RESPECTS, THE AWARD WILL BE DECIDED BY THE DRAWING OF LOTS

6. PROTECTION OF PERSONAL INFORMATION ACT (POPIA) DISCLAIMER

6.1 COMPLIANCE WITH PERSONAL INFORMATION ACT, 4 OF 2013

PERSONAL INFORMATION SHARED WITH THE DEPARTMENT OF TOURISM (DEPARTMENT) SHALL BE TREATED WITH CONFIDENTIALITY AND IN COMPLIANCE WITH THE PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 (POPIA) AND OTHER APPLICABLE LAWS. FOR PURPOSES OF THIS DISCLAIMER, "PERSONAL INFORMATION" SHALL BE DEFINED AS DETAILED IN THE PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000 (PAIA) AND POPIA, AND "PROCESSING" AND "FURTHER PROCESSING" SHALL BE READ, INTERPRETED AND UNDERSTOOD AS DETAILED AND DEFINED IN POPIA.

6.2 CONSENT TO PROCESSING AND FURTHER PROCESSING OF PERSONAL INFORMATION

THE DEPARTMENT MAY PROCESS AND FURTHER PROCESS RECEIVED PERSONAL INFORMATION, INTERNALLY OR EXTERNALLY, IN THE EXECUTION OF ITS MANDATE AND/OR AS REQUIRED BY LAW. THE DEPARTMENT MAY SHARE PERSONAL INFORMATION WITH ITS SERVICE PROVIDERS, AGENTS, CONTRACTORS, LEGAL AND OTHER PROFESSIONAL ADVISORS AUTHORISED TO PROCESS THIS INFORMATION. THE DEPARTMENT MAY THUS PLACE RECEIVED PERSONAL INFORMATION IN THE PUBLIC DOMAIN DUE TO THE NATURE AND REQUIREMENTS OF ITS WORK.

6.3 FURTHER PROCESSING OF PERSONAL INFORMATION

YOU FURTHER GRANT THE DEPARTMENT EXPRESS AND/OR IMPLIED PERMISSION TO FURTHER PROCESS RECEIVED PERSONAL INFORMATION AND PLACE IT IN THE PUBLIC DOMAIN, IN THE EXECUTION OF ITS MANDATE AND STATUTORY OBLIGATIONS.

6.4 DUTY OF CARE

THE DEPARTMENT VALUES YOUR PRIVACY AND SHALL TAKE ALL REASONABLE MEASURES TO PROTECT RECEIVED PERSONAL INFORMATION.

6.5 EXEMPTION FROM LIABILITY

THE DEPARTMENT (INCLUDING ITS OFFICIALS AND/OR EMPLOYEES) ACCEPTS NO LIABILITY WHATSOEVER, FOR ANY LOSS, DAMAGE (WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL) AND/OR EXPENSES OF ANY NATURE WHATSOEVER WHICH MAY ARISE AS A RESULT OF, OR WHICH MAY BE ATTRIBUTABLE DIRECTLY OR INDIRECTLY, FROM INFORMATION MADE AVAILABLE HEREIN, OR ACTIONS OR TRANSACTIONS RESULTING THEREFROM

7. BACKGROUND

7.1 The Department of Tourism is in the process of appointing a service provider to render physical security services in Pretoria at Tourism House, 17 Trevenna Street, Sunnyside, Pretoria to protect employees, contractors, assets and the information within the Department.

This is in accordance with the **Access Control to the Premises and Vehicles Act, 53 of 1985**, Minimum Physical Security Standards (MPSS) and Minimum Information Security Standard (MISS), which are applicable in the public service.

8. SCOPE OF WORK

- a. To safeguard the premises 24/7 including public holidays and weekends.
- b. Guarding of the premises
- c. Access control
- d. Monitor perimeter fence, main entrance and parking.
- e. Conduct vehicle and personnel searches
- f. Protection of Information, assets and personnel
- g. Ensure that firearms are kept in the safe and do not enter the building
- h. Provide monthly reports
- i. Provide a security contingency plan
- j. Provide all security registers
- k. Roaming supervisor after hours

9. OPERATIONAL CONDITIONS

9.1. Qualifications and Experience required for security officers and supervisor/directorship and directors

Roles	Qualifications	Experience
Supervisor/s	Grade 12/Standard 10 PSIRA: Grade B	Minimum: 3 years' experience in supervision
Security Officers	Grade 10/standard 8 Grade C	Minimum: 1-year security experience.
Directorship	At least one Director with PSIRA: Grade A	At least 3 years' experience

9.2 Security team will work as follows during the day- and nightshift including the weekends and Public Holidays

GRADE	DESCRIPTION	NUMBER OF SECURITY DAY SHIFT	NUMBER OF SECURITY NIGHT SHIFT
Grade B Supervisor	Unarmed (12 hours, Mon-Fri)	1	Not required
Grade C Security Officer	Unarmed (24 hours; Mon-Fri)	8	3
Grade C Security Officer	Unarmed (24 hours; Sat-Sun including Public Holidays)	2	2

10. DETAILED REQUIREMENTS

Item	Description
10.1.	General requirements for security personnel
	a) All security personnel, Directors and the Company itself shall be subjected to security vetting. b) No security personnel may be allowed to work a shift longer than (12) twelve hours. c) The Site Manager, Supervisors and Security Officers must be physically and medically fit for the execution of their duties d) Successful bidder will be required to submit Identifications documents of all security personnel.
10.2	Uniforms and identification
	<p>The contractor shall undertake to ensure that each member of his or her security personnel will at all times when on duty be fully equipped in respect of:</p> a) In uniform, neat and clearly identifiable of the company, which will include matching raincoats and overcoats for personnel performing duties outside the building. b) A clear identification card of the company with the member's photo, identification and staff number on it, worn conspicuously on his/her person at all times. Alternatively: The valid identification card issued by the PSIRA. c) Service provider must keep record as well as appropriate documents of all security personnel, who are employed for rendering the service to the Department available for inspection by representatives of the Department. (The appropriate documents shall include, inter alia, the following: Scholastic, training certificates and PSIRA registration).
10.3	Registers to be utilized and maintained
	<p>The service provider must ensure that the Occurrence Register, Private Vehicle register, Department Vehicle Register, Access Control Registers (Department Laptop Register, Private Laptop register, After hours and weekends access register which are available on the site, be utilized and maintained as required:</p> a) Occurrence Register – The purpose of this register is to keep record of all incidents, occurrences, or observations made by the Security Officer's whilst on duty for later reference. b) Department Laptop/Equipment Register -The purpose of this register is to keep records of departmental laptops, iPads brought in and taken out of the department by official, the Security Officer's on duty need to keep record. c) Private Laptop/Equipment register - The purpose of this register is to keep records of private laptops, iPads brought in and taken out of the department by officials or visitors, the Security Officers on duty should keep record. d) After hours, public holidays and weekends access register - The purpose of this register is to keep records of officials entering the Department after hours, public holidays and on weekends. e) Private Vehicle register - The purpose of this register is to keep records of officials and visitors entering the Department at any given period. f) Department Vehicle register - The purpose of this register is to keep records of all Department fleet/vehicles exiting and entering the Department.

10.4	<p>a) Shift Rosters The purpose of the shift roster is to serve as proof, at all times that all personnel who should be on duty per shift, are indeed on duty.</p> <p>b) Daily, weekly, monthly shift roster of all security personnel must be drawn up by the contractor and kept on site where the service is rendered.</p> <p>c) Any changes to the shift roster shall be crossed out by a single line, initialed, dated and noted in the occurrence register and should be authorized by the security manager of the Department.</p>
10.5	<p>a) Duty sheet –The purpose of the duty sheet is to ensure that all security personnel on duty are familiar with their duties as required for the contract.</p> <p>b) The service provider must have a fully expounded duty sheet available at each duty point of the site.</p>
10.6	<p>a) Two-way radios –The purpose of the two-way radio communication is to ensure that there is immediate communication between the various duty points on site and with the departmental security control room and operational service provider control room meant by control room officer.</p> <p>b) Base radio: The base radio is to be installed by the service provider at a static duty point for better communication between Tourism and the service provider control room.</p>
10.7	Contact with Departmental Representative
	<p>a) The Site Manager or Supervisor must immediately report any security breach to the Department of Tourism Security Manager. A meeting, where formal discussions can be held between the Security management and service provider, must be held at least once a month. Minutes of the meeting must be kept by the Department.</p> <p>b) The service provider shall furnish a monthly activity report of the security services</p>

11. MANDATORY BID CONDITIONS

- 11.1 According to Treasury Regulation 16A.9.2 the department may disregard the bid of any bidder if that bidder, or its directors –
- 11.1.1 Have abused the institution's supply chain management system;
 - 11.1.2 Have committed fraud or any other improper conduct in relation to such system; or
 - 11.1.3 Have failed to perform on any previous contract.
- 11.2 The bidder must be registered in terms of the Private Security Industry Regulatory Authority, 2001 (Act 56 of 2001). Attach a valid company PSIRA certificate and in good standing. The director/s must also be registered in terms of the Private Security Industry Regulatory Authority, 2001 (Act 56 of 2001) and attach a Director/s valid Grade A PSIRA Certificate.
- 11.3 Bidders must be registered in terms of the Private Security Industry Regulatory Authority, 2001 (Act 56 of 2001). Attach a valid PSIRA certificate and in good standing.
- 11.4 The financial proposal / offer must be in line with the recent PSIRA Pricing or Costing Guide and the total be inclusive of profit and Vat.
- 11.5 No faxed, emailed bid submission and no bid submission received after the closing date and time will be accepted.
- 11.6 The bidder must have an office in Gauteng Province and submit proof, municipal bill not older than 3 months from the published date of this bid' or valid signed lease agreement.
- 11.7 Site visits will be conducted by the department to verify the existence of the business premises. Should the site visit reveal that the bidder does not have an office as per proof submitted (stipulated) in the tender documentation or that the office is not suitable for managing the project, the bidder will be disqualified.
- 11.8 Failure to attend a compulsory bid briefing session and complete attendance register in the meeting scheduled will invalidate your bid.

Note: Any tender/Bidder that fails to meet/adhere to the above mandatory bid conditions will be disqualified from the bidding process.

12. EVALUATION CRITERIA AND WEIGHTING

12.1 The following rating scale will be applied:

Rating	Definition	Score
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, and resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5
Good	Satisfies the requirement with minor additional benefits . Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3
Minor Reservations	Satisfies the requirement with minor reservations . Some minor reservations of the supplier's relevant ability, understanding, experience, skills, and resource and quality measures required to provide the goods / services, with little or no supporting evidence.	2
Serious Reservations	Satisfies the requirement with major reservations . Considerable reservations of the supplier's relevant ability, understanding, experience, skills, and resource and quality measures required to provide the goods / services, with little or no supporting evidence.	1

12.2 Evaluation criteria is as follows:

No	Criteria description	Documents to be submitted	Weight (100)
12.2.1	Bidder's relevant experience and track record	Documents to be submitted	Weight
	<p>The experience providing security services both in public and private sector (Evidence demonstrating the experience)</p> <ul style="list-style-type: none"> • Experience: five years and above in the industry = 5 points • Experience four years in the industry = 4 points • Experience: three years in the industry = 3 points • Experience two years in the industry = 2 points • Experience: less than two years in the industry = 1 point 	<p>Reference letter/s indicating the number of years working/providing quality and effective security service. Company Profile.</p> <p>The letter should be on letter head of the company where the security service was provided and must be duly signed by the delegated authority/head of security of the organization should be attached.</p>	35
12.2.2	Methodology and approach to the project to be undertaken	Documents to be submitted	
	<p>Understanding of the brief and scope of work:</p> <ol style="list-style-type: none"> 1.Capabilities to carry out physical security projects 2.Detailed project plan and timeframes for delivery 3.Identification of risks and mitigation plan- 4.Project Monitoring Plan <ul style="list-style-type: none"> • Detailed Demonstration of all of the above = 5 points • Detailed Demonstration of 3 of the above = 4 points • Detailed Demonstration of 2 of the above = 3 points • Detailed Demonstration of 1 of the above = 2 points • Failure to demonstrate any of the above = 1 point 	<p>Detailed proposal to achieve the required objective to the Department</p>	30

12.2.3	Public Liability Insurance and COIDA compliance	Documents to be submitted	Weight
	<p>Understanding of the scope:</p> <ul style="list-style-type: none"> • Proof all of the documents/certificates and a liability amount of R 12 000 000 and above = 5 points • Proof all of the documents/certificates and a liability amount of R 10 000 000 to R 11 000 000 = 4 points • Proof all of the documents/certificates and a liability amount of R 8 000 000 to R 9 000 000 = 3 points • Proof all of the documents/certificates and a liability amount of R 6 000 000 to R 7 000 000 = 2 points • Proof all of the documents/certificates and a liability amount of below R 5 000 000 = 1 point 	<p>Proof of Public Liability Insurance proof, COIDA certificate.</p>	30
12.2.4	Proof of Company vehicle / fleet (Size)	Documents to be submitted	Weight
	<ul style="list-style-type: none"> • Two or more vehicles = 5 points • One or no vehicle = 1 point 	<p>Company's Fleet vehicles ownership (copies of vehicles registration numbers)</p>	05

13. EVALUATION PROCESS

- 13.1 The 80 / 20 preference point system will be applied on this bid. Bids or tender proposals will first be evaluated for responsiveness and adherence to the mandatory bid conditions as stipulated in Paragraph 11 above; and where required documents have not been submitted will result in the bid/ tender proposal being rejected and the bid/ tender proposal will be disqualified.
- 13.2 Bids/ tender proposals compliant with all mandatory bid conditions will then be evaluated and assessed on functionality as per Paragraph 12 above; in which minimum of **70 out of 100 points** must be obtained by the bidder. A prospective service provider or bidder will be eliminated if it fails to meet a minimum of **70 points out of 100 points** as the threshold for functionality requirements of the project.
- 13.3 All bidders who obtain minimum threshold of **(70) points** on functionality will be evaluated in terms of the 80 / 20 preferential points system, a maxim of **80 points** will allocated for price and **20 points** for Specific goals (**Annexure B, C & D – returnable schedules**) will be allocated based on information submitted by the potential bidders.

14. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 14.1 The bidder should note that the terms of its bid will be incorporated in the contract by reference and that the Department relies upon the bidder's bid as a material representation in making an award to a successful bidder and in concluding a contract with the bidder.
- 14.2 It follows therefore that misrepresentations in a bid shall give rise to service termination and a claim by the Department against the bidder notwithstanding the conclusion of the contract between the Department and the bidder for the provision of the service in question. In the event of a conflict between the bidder's proposal and the contract concluded between the parties, the contract will prevail.

15. PREPARATION COST

The Bidder will bear all costs in preparing, submitting and presenting any response to this bid including other costs incurred throughout the bidding process. Furthermore, no statement in this bid will be construed as placing the Department, employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

16. SUBMISSION OF BIDS

Original bid/ tender **MUST** be submitted in a sealed envelope or sealed suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly visible and marked **“APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PHYSICAL SECURITY SERVICES FOR THE DEPARTMENT OF TOURISM FOR THE PERIOD OF THREE (3) YEARS.” BID NO. NDT0005 / 24**

COMPULSORY BRIEFING SESSION DATE, TIME AND VENUE:

DATE : 25 March 2024
TIME : 10:00
VENUE : 17 Trevenna Street, Tourism House, SUNNYSIDE, **PRETORIA**, 0002

BID CLOSING DATE, TIME & DELIVERY ADDRESS:

DATE : 04 April 2024
TIME : 11:00
VENUE : 17 Trevenna Street, Tourism House, SUNNYSIDE, **PRETORIA**, 0002

Bid Enquires: Merriam Nthani; tel. (012) 444 6230 or email: mnthani@tourism.gov.za

Technical Enquiries: Rinus Benadie; tel. (012) 444 6144 or e-mail: rbenadie@tourism.gov.za

17. BID / TENDER PROPOSAL OPENING

The Department shall publicly open and read out all bids received by the deadline, at the date, time and place specified for submission of bid/ tender proposals, in the presence of any bidder/s designated representatives and anyone who choose to attend. Only proposals that are opened and read out at bid opening shall be considered further. All envelopes/proposals shall be opened one at a time reading out: the name of the Prospective bidder and any other details as the Department may consider appropriate.

The Department shall neither discuss the merits of any bid nor reject any bid. The Department shall prepare a record of the bid opening. The prospective bidders' representatives who are present shall be requested to sign the record. The omission of a prospective bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be uploaded on the Department website and be available to all prospective bidders.



tourism

Department:
Tourism
REPUBLIC OF SOUTH AFRICA

ANNEXURE A (1)

AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN BID

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

held at (town): _____ on
(date): _____

RESOLVED that:

1. The Enterprise submits a Bid, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

In respect of the following project:

Bid Number:

2. * Mr. / Mrs. / Ms.: _____ in

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

and who will sign as follows:

- _____
3. be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address:

Postal Address: _____ (Postal Code)

 _____ (Postal Code)

Telephone number: *(Dialing Code followed by number)* _____

Fax number: *(Dialing Code followed by number)* _____

Email Address: _____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable.

2. **NB.** This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

	ENTERPRISE STAMP (If Any)



tourism

Department:
Tourism
REPUBLIC OF SOUTH AFRICA

ANNEXURE A (2)
SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below:
(legally correct full names and registration numbers, of the Enterprises forming a Consortium/Joint Venture)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

held at: _____ (place)
on _____ (date)

RESOLVED that:

A. The above-mentioned Enterprises submits a Tender in Consortium/Joint Venture to the Department of Tourism in respect of the following project:

Tender Number:

B. Mr/Mrs/Ms: _____ in

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

and who will sign as follows:

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

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

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

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

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

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

Physical address:

(Postal Code)

Postal Address:

_____ (Postal Code)

(Dialing Code followed by number)

(Dialing Code followed by number)

Telephone number:

Fax number:

Email Address :

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			

10			
11			
12			
13			
14			
15			

Note:

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



tourism

Department:
Tourism
REPUBLIC OF SOUTH AFRICA

**ANNEXURE A (3)
JOINT VENTURES INVOLVEMENT DECLARATION**

Project title:			
Bid no:			

**DECLARATION RELATING TO A BID SUBMITTED BY A
JOINT VENTURE:**

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

Party No. 1		
Name		
Address		
Percentage involvement	%	

Party No. 2		
Name		
Address		
Percentage involvement	%	

Party No. 3		
Name		
Address		
Percentage involvement	%	

Signed - Party No. 1

I/We (*Full Name*) _____
duly authorised in my capacity as _____
of (*Enterprise name*): _____
do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such bid submitted by the Joint Venture be accepted.

Signed by Authorised Representative Date

Signed - Party No. 2

I/We (*Full Name*) _____
duly authorised in my capacity as _____
of (*Enterprise name*): _____
do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

Signed by Authorised Representative Date

Signed - Party No. 3

I/We (*Full Name*) _____
duly authorised in my capacity as _____
of (*Enterprise name*): _____
do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

Signed by Authorised Representative Date



ANNEXURE E

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 Name	Identity Number	Name of State institution

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.



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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

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.



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

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

ANNEXURE I

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____(DD/MM/YYYY), the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

Commissioner of Oaths

Signature & stamp

Date:

ANNEXURE I

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – SPECIALISED ENTITY ONLY – GENERAL - which include (Not Limited to) Non-Profit Organisations, Non-Profit Companies, Public Benefit Organisations etc.

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (NPO, PBO etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ol style="list-style-type: none"> (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- <ol style="list-style-type: none"> i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ol style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Female Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Beneficiary % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____(DD/MM/YYYY), the annual Total Revenue/Allocated Budget/Gross Receipts was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Beneficiaries	Level Four (100% B-BBEE procurement recognition level)	

- 4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
- 5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & stamp

Date:

ANNEXURE I

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:
 - The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

ANNEXURE I

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

ANNEXURE I

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – SPECIALISED ENTITY - GENERAL - which include (Not Limited to) Non-Profit Organisations, Non-Profit Companies, Public Benefit Organisations etc.

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (NPO, PBO etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Female Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Beneficiary % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____(DD/MM/YYYY), the annual Total Revenue/Allocated Budget/Gross Receipts was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp
Date:



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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.



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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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



**SBD 6.1
 ANNEXURE M**

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 (80/20 system)	Number of points claimed (80/20 system)
Women ownership	06	
Black ownership	12	
SMMEs	02	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;



**SBD 6.1
 ANNEXURE M**

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

origin and which have the potential to harm the local industries in the RSA.

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

**24. Anti-dumping
and countervailing
duties and rights**

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

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) 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 Programme (NIP)** 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** 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.