



merSETA

MANUFACTURING, ENGINEERING
AND RELATED SERVICES SETA

TERMS OF REFERENCE

FOR

THE merSETA HYBRID ANNUAL GENERAL MEETING

M&C/2025/012

**Non-Compulsory Briefing Session Date: 27
November 2025, 10h00-11h00**

Closing Date: 17 December 2025, 12h00 noon

Validity Period: 180 days

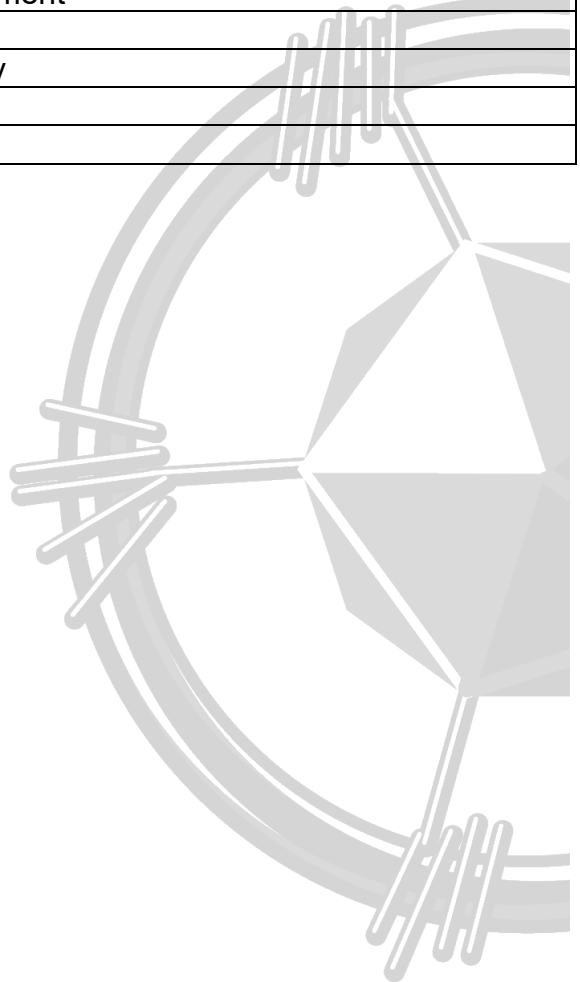
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ACRONYMS

ACRONYM	MEANING
AGM	Annual General Meeting
BBBEE	Broad-Based Black Economic Empowerment
CIPC	Companies and Intellectual Property Commission
CV	Curriculum Vitae
ID	Identity Document
JBL	James Bullough Lansing
LCD	Liquid Crystal Display
LED	Light-Emitting Diode
merSETA	Manufacturing, Engineering and Related Services Education and Training Authority
NQF	National Qualifications Framework
RFQ	Request for Quotation
RSVP	Respond If You Please
SBD	Standard Bidding Document
QR	Quick Response
QSC	Quilter Sound Company
TV	Television
USB	Universal Serial Bus



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1. BACKGROUND

The merSETA is the Manufacturing, Engineering and Related Services Education and Training Authority established to promote the Skills Development Act, (Act No. 97 of 1998). It facilitates skills development in the following sub-sectors: metal and engineering, automotive manufacturing, motor retail and component manufacturing, new tyre manufacturing and plastics industries.

2. INTRODUCTION

The hybrid event will accommodate two-hundred (200) in-person participants and nine-hundred (900) virtual attendees.

The hybrid event must facilitate real-time engagement between participants (in-person and virtual participants).

3. OBJECTIVE

- a. The merSETA hosts its Annual General Meeting (AGM) every year during the organisation's second quarter (July – September) or third quarter (October – December). The purpose of the AGM is to present the merSETA's Annual Report containing information about the organisation's performance and strategy for the previous financial year.
- b. The merSETA will be hosting its Hybrid AGM (either in the 2nd or 3rd quarter) and requires a service provider who specialises in hosting Hybrid event to expand the reach of the event to a larger audience that does not attend the physical event.
- c. The bidder will be expected to co-ordinate the entire registration and RSVP process so that stakeholders use one platform to register and login to the Hybrid AGM. Attendees who will be physically attending should, once registered, receive the venue details. The RSVP/registration details must be directed to a Hybrid AGM mailbox. This should be included in the software/program the service provider will use for the event.
- d. The physical registration process should be paperless through the use of digital system / online portal for attendees. The printed tag should have a QR code to scan the digital programme for the day.

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4. PROJECT / CONTRACT

- a. The contract extends over four (4) years and incorporates four (4) AGMs in different provinces in South Africa. The exact provinces will only be determined closer to the time
- b. The preferred bidder will be required to provide the service in other provinces, refer to the below addresses:

No	Region	Address
1.	Head Office	8 Hillside Metropolitan Park, Block C Parktown, Johannesburg
2.	Gauteng South	8 Hillside Metropolitan Park, Block C Parktown, Johannesburg
3.	Mpumalanga / Limpopo	1 st Floor, No 8 Corridor Street, Route N4, Business Park, Ben Fleur Ext 11, Emalahleni
4.	Free State / Northern Cape	46 Second Avenue, Westdene, Bloemfontein
5.	KwaZulu Natal	Kent House, 01 Neptune Road, Westville, Durban
6.	Western Cape	35 Carl Cronje Drive, Avanti Towers, Cape Town
7.	Eastern Cape	270 Cape Road, Newton Park, Port Elizabeth
8.	Gauteng North	Infotech Building, 1072 Arcadia Street, Hatfield, Pretoria

Bidders must ensure that their pricing accommodates travel and logistics across South Africa. Please note this should be included in your pricing as the merSETA will not /accept any additions to the contracted amount.

- c. The contract period for this project will be from date of last signature until 31 March 2030.

5. SCOPE OF PROJECT

- a. The bidder will be required to link in stakeholders throughout the country. The merSETA therefore requires a high-tech service provider with competencies to run the AGM feed, incoming and outgoing, across the country.
- b. The service provider must ensure that the merSETA AGM is one (1) event, but two (2) experiences. The provider must include all elements that will ensure physical attendees are able to see virtual attendees' interactions and virtual attendees must be able to see physical attendees from time to time, although the focus will be on the

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speakers. A stable connection, seamless streaming, videography and two-way communication is paramount.

- c. The preferred bidder will be required to provide and manage a registration/RSVP platform in terms of which:
- Registrations must be processed to a hybrid Annual General Meeting mailbox;
 - Attendees who registered to physically attend will, once registered, receive venue details. The physical registration should be a digital process (printouts will be the stakeholder tag with a QR code to scan and view the programme);
 - To enable participants not included in the initial invitation to register on the platform to be able to participate in the hybrid Annual General Meeting; and
 - The physical registration process should be paperless through the use of digital system/ machine for attendees. The printed tag should have a QR code to scan the digital programme for the day.
- d. The preferred bidder should be able to provide merSETA with the following services:
- Presidential Autocue
 - Operator
 - Crew Fuel

6. OUTCOMES AND DELIVERABLES

- 6.1. Produce a conceptual framework document to be approved by the merSETA;
- 6.2. A detailed project plan for approval by merSETA;
- 6.3. Provide enhanced content engagement by producing an effective and interactive platform to ensure live streaming of sessions and seamless two-way communication (e.g., polls, comments, Q&A, online feedback, etc.);
- 6.4. Use relevant interactive software to enhance the experience for virtual attendees.
- 6.5. The proposal must indicate technical expertise and equipment for hybrid events;
- Bidder must provide proof of equipment being readily available such as a detailed inventory list of cameras, LED screens, streaming tools etc; and

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- Bidder must provide a contingency plan for the event continuity for example, backup equipment, redundancy for power, network support etc.
- 6.6. Ensure a stable connection for virtual attendees at all time; and
- 6.7. Enhance the physical event to create a seamless virtual experience.

All setup to be completed by 15h00 hours and dry runs to be completed until 21h00 a day before the event.

6.8. Deliverables Specification but not limited to:

6.8.1. PA requirements

- Digital Mixer with 4 outputs separated to feed channels separately (main out, Aux, Subgroup, etc).
- Wireless transmitter.
- USB audio support.
- Powered speakers – JBL/Yamaha/QSC or equivalent.
- 2-Stage monitor speakers
- Cordless mics x 4 Shure/Sennheiser or equivalent.

6.8.2. Live streaming

- A detailed project plan for approval by the end user, the merSETA, including a full description listing different types of equipment to be used.
- Provide a platform for virtual streaming for 900 attendees e.g Zoom.
- Live streaming on social media (Facebook and YouTube).
- Design animation and lower thirds for the streaming.
- Use relevant interactive software to enhance the experience for virtual attendees.
- Provide technical expertise and equipment for hybrid events.
- Feed LED screen and TVs with the streaming and presentations.

6.8.3. LCD Screens and LED Projectors

- 65-inch TV screens x2 with stands trussing with base and cover socks
- 65-inch comfort monitor
- 6m wide x 3m high, panels for LED - P2.9mm

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- All feeding cables with splitters.

Note 1: During the demonstration phase, failure to provide proof of equipment and contingency plan will result in disqualification.

7. CONTENT OF SUBMISSIONS

- 7.1. Provide a detailed pricing schedule for the full duration of the contract. Pricing must be all inclusive for services in any province in South Africa. Pricing structure must align with SBD 3.3 form or pricing schedule Annexure.

Note 2: Failure to submit a comprehensive pricing schedule will disqualify the submission.

- 7.2. Proof of registration on the Central Supplier Database hosted by National Treasury.
- 7.3. Fully completed and signed vendor, SBD1, SBD3.3, SBD4, SBD6.1 and SBD 7.2 forms.
- 7.4. Providers to indicate if there will be any subcontracting and indicate the percentage (%) on the SBD 6.1 form.
- 7.5. Certified ID copies of all directors of the company.
- 7.6. Certified copy of valid BBBEE certificate, CIPC BBBEE certificate or affidavit. BBBEE Certificate issued by CIPC will be verified with CIPC.
- 7.7. In instances of a joint venture/consortium the Joint Venture Agreement must be included (indicating the percentage of duties for all companies in the Joint Venture. The consolidated joint venture B-BBEE certificate must be submitted in order to claim specific goal points. However, for a subcontractor the B-BBEE certificate of both contractor and subcontractor must be submitted.

Submissions required in response to the functionality requirements are also reflected under Item 9: Requirements.

8. REQUIREMENTS

- 8.1. The company should have relevant years' experience in successful virtual and hybrid event planning and previous experience with projects of this nature. (Experience must be shown by submission of a company profile highlighting its event management experience and not only proof of the providers' registration on the Central Supplier Database).

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- 8.2. The bidder should provide written, signed and verifiable letters of reference from clients where work of a similar nature was undertaken, in the last seven (7) years. The reference letters must clearly state the period of the project undertaken. Letters must be on the client company letterheads and include verifiable contact details. The merSETA reserves the right to contact the referee. **Appointment letters will not be regarded as reference letters.**
- 8.3. The bidder must prove capacity to undertake a project of this nature and capacity to complete the project by the due date; (the members required to serve on the core project team to prove capacity i.e., a team lead and the qualifications and experience required for each team member is a minimum of three (3) years of relevant experience that must be reflected in the curriculum vitas).
- 8.3.1. Project Manager with Project/Event Management Qualification or Certification (NQF level 7) with three (3) year's event management experience;
- 8.3.2. Technical Lead with relevant Qualification in video and audio engineering or Certification (NQF level 7) with three (3) years' experience;
- 8.3.3. Two (2) Technical Assistants with relevant Qualification in video and audio engineering or Certification (NQF level 7) with three (3) years' experience: and
- 8.3.4. Videographer with relevant Qualification or Certification with portfolio and three (3) years' experience..
- 8.4. Bidders must provide a Project Plan for implementation of this solution. The plan must clearly indicate the timelines of this project that cannot exceed three (3) months to complete the project in each year. The plan must outline how outcomes and deliverables listed in Section 7 will be met.
- 8.5. The bidder must be prepared to provide video and audio evidence to the merSETA representatives of previous virtual or hybrid event experiences. E.g a USB/memory stick and/or an accessible weblink. All evidence must be clearly labelled and referenced in the bid submission.
- 8.6. Bidders must provide samples in the form of videos of similar assignments which must include the final report in respect of previous virtual or hybrid events conducted outlining critical components e.g., the type of software used and how

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two-way communication between the physical and virtual attendees was conducted. (Bidders must have the necessary consent to submit the videos)
Failure to submit sample will result in disqualification.

Note 3: Failure to submit the video samples will result in disqualification.

Note 4: Only videos of providers having met all the functionality requirements will proceed to a demonstration phase during which providers will be required to present and demonstrate the video to evaluate the bidders' technical ability.
Note 5: The bidders' presentation and demonstration of the video will be evaluated and scored against the attached checklist/evaluation sheet.

Note 6: Bidders' must have the necessary permissions to share the video content.

9. SCORING GRID (TO BE LINKED WITH EVALUATION PROCESS UNDER 13)

No	Criteria		Score
1	Bidder should have relevant years' experience in setting up and conducting virtual and hybrid events. The bidder should demonstrate knowledge and experience of relevant work in the form of a company profile.	Five (5) Years of experience and Above	10
		Four (4) years of experience	5
		Less than four (4) years of experience	0
2	Bidder should provide Five (5) written, Signed and verifiable letters of reference from clients where work of a similar nature was undertaken, in the last seven (7) years. The reference letters must clearly state the period of the project undertaken. Letters must be on the client company letterheads and include verifiable contact details. The merSETA reserves the right to contact the referee. Appointment letters will not be regarded as reference letters.	Five (5) or more relevant reference Letters	10
		Three (3) - four (4) relevant reference Letters	5
		Less than three (3) relevant reference Letters	0
3	Bidder must prove capacity to undertake a project of this nature through a curriculum vitae of the project leader reflecting minimum of five (5) years of experience in	The bidder must attach a CV of the project manager which reflects a minimum of five (5) years' experience in virtual	10

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	project management on virtual and hybrid event setup experience. Project Manager with Project/Event Management Qualification or Multi-Media and technical capability Certification (NQF level 7) and three (3) years in project management on virtual hybrid event setup management experience. Curriculum Vitae (CV) with copies of qualifications must be attached.	and hybrid event setup and implementation Copies of Qualifications and curriculum vitae attached	
		Not provided or Partially provided	0
4	Bidder must prove capacity to undertake a project of this nature through a curriculum vitae of technical lead reflecting experience in virtual and hybrid event setup and Implementation: Technical Lead with Qualification or Certification (NQF level 7) in Video and Audio Engineering and three (3) years hybrid event management experience. Curriculum Vitae (CV) with copies of qualifications must be attached.	The bidder must attach a CV of the technical lead which reflects a minimum of three (3) years' experience years hybrid event management experience. Qualification or Certification (NQF level 7) in Video and Audio Engineering Copies of Qualifications and curriculum vitae attached	10
		Not Provided or Partially provided	0
5	Bidder must prove capacity to undertake a project of this nature through a curriculum vitae two technical assistant reflecting experience in virtual and hybrid event setup and implementation: Two (2) Technical Assistant with relevant Qualification and experience in Audio Engineering and three (3) years hybrid event management experience. Curriculum Vitae (CV) with copies of qualifications must be attached.	The bidder must attach a CV of the two technical lead which reflects a minimum of three (3) years' experience years hybrid event management and Qualification or Certification (NQF level 7) in Video and Audio Copies of Qualifications and curriculum vitae attached	10

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		Not Provided or Partially provided	0
6	Bidder must prove capacity to undertake a project of this nature through a curriculum vitae reflecting experience in virtual and hybrid event setup and implementation. The response must indicate the project team including: Videographer with relevant Qualification and experience in Videography and three (3) years hybrid event management experience.	The bidder must attach a CV of the videographer which reflects a minimum of three (3) years' experience years hybrid event management and Qualification or Certification in Video and Audio. Copies of Qualifications and curriculum vitae attached	10
		Not Provided or Partially provided	0
7	Bidders' must provide a Project Plan for implementation of this solution. The plan must clearly indicate the timelines of this project that cannot exceed three (3) months to complete. The plan must outline how requirements listed in Section 5 and 6 (above) will be met.	Project Plan provided and implementation is three (3) months or less.	10
		No Project Plan and implementation of more than three (3) months	0
8	Video Sample Capability to deliver hybrid or virtual events of a similar nature or complexity submitted in one (1) of the following formats: UBS flash drive/memory stick or accessible weblink.	The video demonstrates virtual and physical events undertaken.	10
		No video demonstration of virtual and physical events undertaken.	0

Phase 2: Demonstration Phase Criteria:

Evaluation sheet for Assessment of the Sample video average scores to be used

Bidders must achieve the minimum functionality requirements in Phase 1 to proceed to Phase 2 being the demonstration phase. In Phase 2 bidders will be invited to deliver a presentation which must include a demonstration of the video sample.

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No	Requirement	Criteria	Score (Points)
1.	Blurring	Satisfactory	10
		Unsatisfactory	0
2.	Flickering	Satisfactory	10
		Unsatisfactory	0
3.	Colour Contrast	Satisfactory	10
		Unsatisfactory	0
4.	Sound Quality	Satisfactory	10
		Unsatisfactory	0
5.	Seamless editing related to subject matter	Satisfactory	10
		Unsatisfactory	0
6.	Lighting	Satisfactory	10
		Unsatisfactory	0
7.	Ads usage, titles and lower thirds	Satisfactory	10
		Unsatisfactory	0

10. BUDGET (COST ESTIMATION)

The 80/20 evaluation criteria will be utilised. This evaluation criteria refers to 80% for Price and 20% for specific goals. The completion of annexure B: pricing schedule is compulsory and must be aligned to SBD 3.3 form.

11. CLOSING DATE

The closing date for submissions to be considered for this project shall be **17 December 2025**.

12. PAYMENT TERMS

The merSETA undertakes to pay valid invoices in full within thirty (30) days from receipt of the correct invoice and for work done to its satisfaction upon presentation of a substantiated claim. The merSETA shall not pay for any unproductive or duplicated time spent by the Provider on any assignment because of staff changes, inefficiencies, or rework.

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Note 7: Payment will be structured according agreed milestones, as finalised in the SLA.

13. EVALUATION PROCESS - COMPLIANCE WITH MINIMUM REQUIREMENTS

The evaluation criteria and weighting for measuring functionality are shown below:

Criterion	Weighting	Minimum thresholds
Years' Experience	25%	12.5%
Reference Letters	10%	5%
Capacity to Deliver - Project Manager	15%	15%
Capacity to Deliver - Technical Lead	10%	10%
Capacity to Deliver – Technical Assistants	15%	15%
Capacity to Deliver – Videographer	15%	15%
Project Plan (Including role players during hybrid meeting)	5%	5%
Video Sample	5%	5%
Total	100%	82,50%

The overall minimum threshold for functionality will be **82.50%** where all individual thresholds are adhered to.

The evaluation of submitted bids will be conducted in as follows:

Firstly, the bids will be evaluated for functionality based on the evaluation criteria and the minimum threshold as shown in the table above. Any bid that fails to meet the overall minimum threshold or has not received the minimum score for any individual component thresholds will be disqualified.

Thereafter, only the qualifying bids will be evaluated in terms of the **80/20** preference points system, where **80** points will be allocated to price only and **20** points will be allocated in line with the bidder's B-BBEE status level of contribution.

This will be carried out in accordance with the PPPF Act and as follows;

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18

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3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

14. NOTES TO BIDDERS

This section outlines basic requirements that must be met. Failure to accept these conditions or part thereof will result in your proposal being excluded from the evaluation process.

- 14.1. Bidders may attend a non-compulsory briefing session that will take place virtually on the 27 November 2025 from 10:00am to 11:00am via MS Teams using link or QR code below:



Link: <https://msteams.link/XE8Y>

- 14.2. Bidders may be invited to present and discuss details of their proposals.
- 14.3. Bidders should complete the merSETA RFQ documents; Vendor Application forms; SBD 4, and 6.1 forms before their submissions will be considered.
- 14.4. Proposal documents should be presented to merSETA marked **“The merSETA HYBRID ANNUAL GENERAL MEETING”**.
- 14.5. The merSETA will not be liable to reimburse any costs incurred by the bidder during the tender process
- 14.6. Providers should identify any work they are currently carrying out or competing for which could cause a conflict of interest and indicate how such a conflict would be avoided.

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15. GENERAL

15.1. Providers should complete the submission register at the reception then deposit their documents into the tender box available at Ground Floor Reception on or before **Date: 17 December 12h00** at the address below; Tender Box

merSETA Head Office
Metropolitan Block C
8 Hillside Road
Parktown
Johannesburg
2193

15.2. Any tender document not deposited in the marked tender box will not be considered.

15.3. Any tender document received after the closing date and time will not be considered.

15.4. One (1) bound and one (1) universal serial bus USB containing the proposal must be submitted. Should the electronic submission universal serial bus (USB) have faults, merSETA won't be held accountable.

15.5. All correspondence to providers will be in writing.

15.6. Bidders may attend the opening of the tender box on the closing date.

16. DISCLAIMER

The merSETA reserves the right not to appoint a provider for this RFP. The merSETA further reserves the right to split the RFQ with more than one provider or award a portion of this RFQ to other providers. The merSETA shall rescind a bid award or contract should a provider be found to have violated Supply Chain Practices. The merSETA does not bind itself to accept the lowest quotation.

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ANNEXURE A

Specific Goal Guide – Preferential points (80/20)

This specific goal guide will be used to assist providers in submitting relevant documents to confirm specific goals.

“**Specific goals**” means specific goals as contemplated in section 2 (1) (d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of Reconstruction and Development programme as published in government gazette No. 16085 dated 23 November 1994.

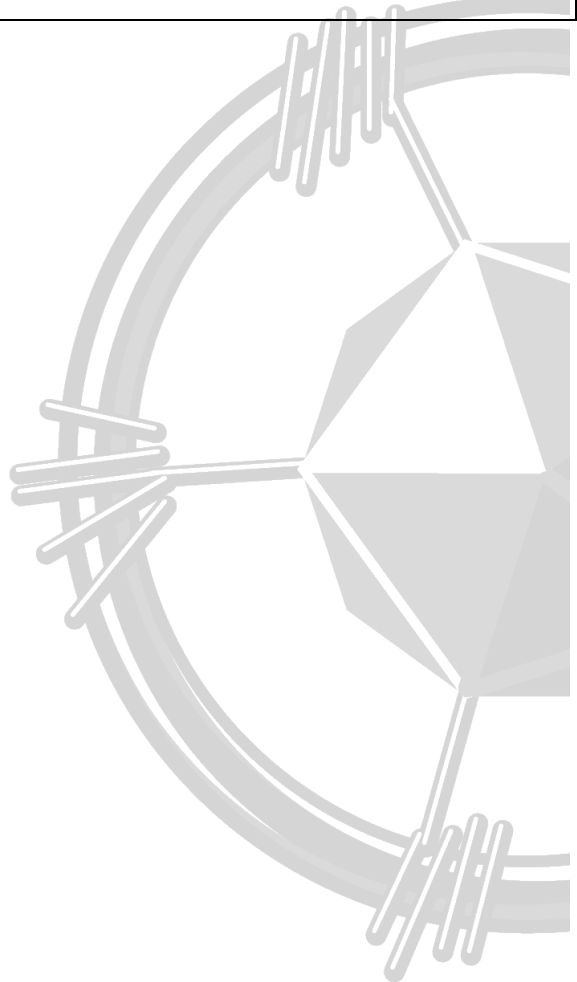
Preferential points for tenders without local content requirements.

Specific goal	80/20 Preference Point system	Example of Submission	Tick if relevant document submitted	Indicate which document have been submitted
Black People Ownership – 51% or more	6	Valid B-BBEE certificate/Affidavit or B-BBEE CIPC, CIPC or ID		
Black Women Ownership – 30% or More	4	Valid B-BBEE certificate/Affidavit or B-BBEE CIPC, CIPC or ID		
Black Youth Ownership – 30% or More	4	Valid B-BBEE certificate/Affidavit or B-BBEE CIPC, CIPC or ID		
White Women Ownership – 30% or More	2	Valid B-BBEE certificate/Affidavit or B-BBEE CIPC, CIPC or ID		
People with Disability (PwD) Ownership	4	Medical certificate		
Total Points allocated to Specific Goals	20			

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ANNEXURE B

Notes	Description
1	During the demonstration phase, failure to provide proof of equipment and contingency plan will result in disqualification.
2	Failure to submit a comprehensive pricing schedule will disqualify the submission.
3	Failure to submit the video samples will result in disqualification.
4	Only videos of providers having met all the functionality requirements will proceed to a demonstration phase during which providers will be required to present and demonstrate the video to evaluate the bidders' technical ability.
5	The bidders' presentation and demonstration of the video will be evaluated and scored against the attached checklist/evaluation sheet.
6	Bidders' must have the necessary permissions to share the video content.
7	Payment will be structured according agreed milestones, as finalised in the SLA.



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ANNEXURE C

PRICING SCHEDULE

(Aligned to SBD 3.3)

1. Pricing Instructions:

Bidders are required to submit a **detailed pricing schedule** for the full duration of the four-year contract. Pricing must be **all-inclusive**, covering all costs associated with the delivery of services in any province within South Africa. No additional costs outside the contract amount will be entertained.

Failure to submit a comprehensive pricing schedule **will result in disqualification**.

2. Pricing Structure:

Item No.	Description of Deliverable	Unit of Measure	Quantity	Unit Price (R)	Total Price (R)
1.	Planning and Coordination of Hybrid AGM	Per Event	4	R	R
2.	Registration & RSVP Digital Platform Setup	Per Event	4	R	R
3.	On-Site Digital Registration Equipment & QR Badging	Per Event	4	R	R
4.	Live Streaming and Two-Way Communication Infrastructure	Per Event	4	R	R
5.	PA System	Per Event	4	R	R
6.	LCD Screens and LED Projectors	Per Event	4	R	R
7.	Sound system, AV infrastructure and Screens	Per Event	4	R	R
8.	Technical Support Staff (incl. Videographer & Crew)	Per Event	4	R	R
9.	Travel, Accommodation & Logistics (National Coverage)	Per Event	4	R	R
10.	Post-Event Report and Video Delivery	Per Event	4	R	R
11.	Other Costs (please detail)				
Total Contract Price (Incl. VAT)		R			

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3. Additional Notes:

- Pricing must be **valid for 180 days** from the closing date.
- All prices must be **inclusive of VAT**.
- No escalation of prices will be permitted during the contract period.
- Bidders must ensure all cost elements are included; **no additions will be accepted post-award**.

4. Declaration (SBD 3.3 Compliance)

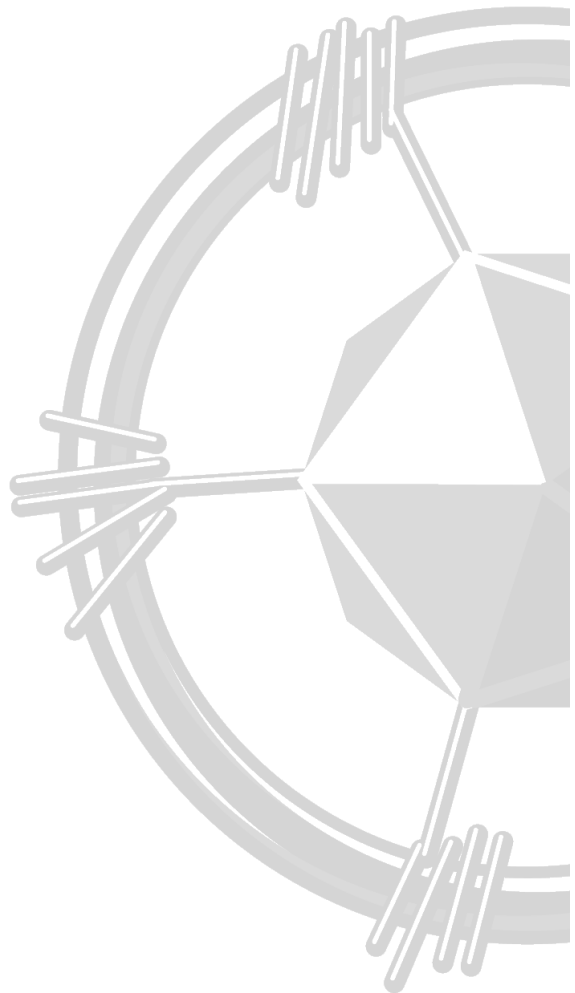
I/we hereby undertake to render the services described in the attached bidding documents in accordance with the requirements and specifications stated in the bid document at the pricing submitted above.

Signature: _____

Name of Bidder: _____

Date: _____

Designation: _____



Document Title	Open Tender Terms of Reference		
Document Number	FIN-TR-001(B)	Revision Date	20 April 2023
Page Number	Page 20 of 20	*Next Revision Date	01 April 2025
Revision Number	Rev 08	Access	Controlled

**PART A
INVITATION TO BID**

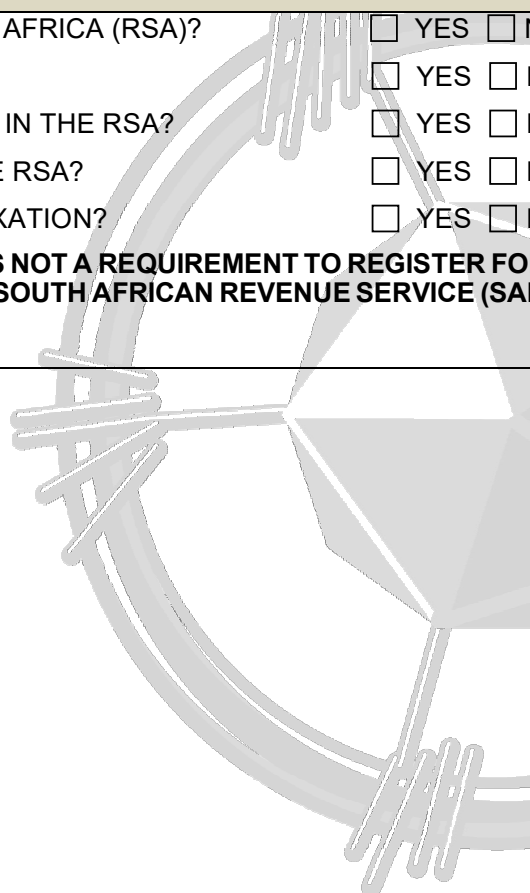
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

Document Title	Invitation To Bid (SBD 1)		
Document Number	FIN-FM-031	Revision Date	01 April 2020
Page Number	Page 1 of 3	*Next Revision Date	01 April 2025
Revision Number	Rev 02	Access	Controlled
Reviewed by: Chief Financial Officer		Approved by: Chief Executive Officer	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ 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.	



Document Title	Invitation To Bid (SBD 1)		
Document Number	FIN-FM-031	Revision Date	01 April 2020
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Revision Number	Rev 02	Access	Controlled

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

Document Title	Invitation To Bid (SBD 1)		
Document Number	FIN-FM-031	Revision Date	01 April 2020
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PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:

CLOSING TIME..... CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....		
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	days
	.....	R.....	days

Document Title	Pricing Schedule (Professional Services SBD 3.3)		
Document Number	FIN-FM-032	Revision Date	01 April 2020
Page Number	Page 1 of 3	*Next Revision Date	01 April 2025
Revision Number	Rev 02	Access	Controlled
Reviewed by: Chief Financial Officer		Approved by: Chief Executive Officer	

Name of Bidder:

..... R.....days

..... R.....days

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

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

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

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

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

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

Document Title	Pricing Schedule (Professional Services SBD 3.3)		
Document Number	FIN-FM-032	Revision Date	01 April 2020
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Name of Bidder:

.....

***[DELETE IF NOT APPLICABLE]**

.....

Any enquiries regarding bidding procedures may be directed to the –
(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –
(INSERT NAME OF CONTACT PERSON):

Tel:



Document Title	Pricing Schedule (Professional Services SBD 3.3)		
Document Number	FIN-FM-032	Revision Date	01 April 2020
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Revision Number	Rev 02	Access	Controlled

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

2.2 Do you, or any person connected with the bidder, have a relationship

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.

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 arrangements made by the bidder with any official of the procuring

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.

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

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**

(delete whichever is not applicable for this tender).

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

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:

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

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

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.

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) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Tenderer who has 51% to 100% black people ownership	6	
Tenderer who has 30% to 100% black women ownership	4	
Tenderer who has 30% to 100% black youth ownership	4	
Tenderer who has 30% to 100% White women ownership	2	
Tenderer who has 20% or more owners with disability	4	
Total Points allocated to Specific Goals	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

Document Title	Contract Form Rendering of Services (SBD 7.2)		
Document Number	FIN-FM-033	Revision Date	01 April 2020
Page Number	Page 1 of 3	*Next Revision Date	01 April 2025
Revision Number	Rev 02	Access	Controlled
Reviewed by: Chief Financial Officer		Approved by: Chief Executive Officer	

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

Document Title	Contract Form Rendering of Services (SBD 7.2)		
Document Number	FIN-FM-033	Revision Date	01 April 2020
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DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Document Title	Contract Form Rendering of Services (SBD 7.2)		
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VENDOR APPLICATION FORM

**[For professional services please completed this document in conjunction with
merSETA professional services database questionnaire]**

All corporates, trusts; franchises; companies etc must complete PART' 1; PART 2 - Section B;
PART 3 & PART 4

All Individuals and partnership must complete PART 1; PART 2 - Section A; PART 3 & PART 4

PART 1:

Title (Prof. / Dr / Mr / Mrs / Ms/) and Surname : _____
(*If one-man concern*)

'Trading as' name of business: _____
(*Contracts and orders will be made in this name and invoices must reflect it*)

Registered name of business: _____

Physical address of business:
Building / complex name: _____

Street name and number : _____

Suburb : _____ City : _____

Code: _____

Postal address of business:

Postnet address: _____

P O Box / Private Bag : _____ City/Town: _____ Code: _____

Telephone numbers of business: Code: _____ Number: _____

Alternative number of business: Code: _____ Number: _____

Contact person fax number: Code: _____ Number: _____
(*Used by merSETA for electronic faxing of Request for Quotations, Contracts and Purchase orders*)

Business e-mail : _____

Document Title	Vendor Application Form		
Document Number	FIN-FM-009	Date Compiled	01 September 2008
Page Number	Page 1 of 6	*Last Revision Date	19 August 2011
Revision Number	Rev 05	Access	Controlled
Review: CFO		Approved: CEO	

PART 2: TAXATION

Business Registration number (if applicable) _____
(in case of one-man concern, please furnish identity number plus copy of identity documents)

Section A: Individuals / Partnerships

Please answer the questions by marking the appropriate column with an "X".
Please do not leave out any question relating to your specific circumstances.

Supplier Name:	
Natural Persons:	
Nationality:	
Income Tax reference number:	
Date of birth:	
If not a citizen of the RSA, furnish a certified copy of a work permit:	
If in possession of a tax directive, furnish a certified copy thereof:	

Question	Yes	No
1. Do you supply services on behalf of a Labour Broker?		
2. Are you subject to the control or supervision of Merseta? Including, but not limited to, the following: • The manner of duties performed; • The hours of work; • The quality of work.		
3. Are you paid at regular intervals i.e. daily, weekly, monthly etc? (If the payments are made at regular intervals or by a rate per time period)		
4. Will payment to you include any benefits? Including, but not limited to, the following: • Leave pay; • Medical aid; • Training; • Sick Leave.		
5. Will, or have you be/been in the full time employment of Merseta?		
6. Will you require of Merseta to provide any equipment, tools, materials or office space, in order to fulfil the contract?		
7. Do you supply these, or similar, services only to Merseta and not to any other client or the general public?		
8. Will you be required to work more than 22 hours per week?		
8.1 If "yes", will payment be made on an hourly, daily or weekly basis?		
8.2.1 Will you work solely for Merseta?		
8.2.2 Will you provide a written statement to this effect?		
8.2.3 How much will you be paid per day?		
Non-Residents of the RSA		
9. Will you return to your jurisdiction of residence upon the termination of the contract?		
10. Is the contract to exceed a period of three years?		

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Question		Yes	No
11.	Will you be returning to the jurisdiction of residence during the course of the contract? If so, for what periods of time?		
12.	Is your employer resident in the Republic of South Africa or does a permanent establishment or branch represent the employer in the Republic?		
13.	If a permanent establishment or branch represents the employer in the Republic, will your salary be paid from such permanent establishment or branch?		
14.	Will you be required to perform any work outside of the Republic?		
15.	Do you agree to submit copies of your passport should Merseta, so require?		

Section B: Companies, CC's; Trusts etc

Please answer the questions by marking the appropriate column with an "X".
Please do not leave out any question relating to your specific circumstances.

Supplier Name:	
Nature of legal entity:	
Date of incorporation:	

Question		Yes	No
1.	Are you a "Labour Broker" i.e. do you provide payment for supplying Merseta with a person/s? If so, furnish a certified copy of an IRP30, which is valid for the period of the contract		
2.	Is the service to be rendered personally by any person, who is a connected person, in relation to the entity? (For example a shareholder, member or their direct family)		
3.	Do you employ four or more employees on a full time basis throughout the year, excluding connected parties? If so, are these employees engaged in rendering the service to Merseta? (For example secretarial employees would NOT be so engaged)		
4.	Would you be regarded as an employee of Merseta if the service was rendered by the person directly to Merseta, other than on behalf of the contractor?		
5.	Do you, the Company, Close Corporation or Trust receive any form of training supplied or paid for by Merseta? If "yes", please specify the nature and extent of the training:		
6.	Are you, the Company Close Corporation or Trust free to choose which tools or equipment, or staff, or raw materials, or routines, patents and technology to use in performing your main duties?		
7.	In order to perform your main duties, do you, or does such a person, Company, Close Corporation or Trust, use any tools or equipment supplied or paid for by Merseta? If "yes", please state the nature thereof:		
8.	Are you subject to the control or supervision of Merseta, as to the manner in which, or hours during which, the duties are performed or are to be performed in rendering the service?		
9.	Will the amounts paid or payable in respect of the service consist of, or include, earnings of any description, which are payable at regular daily, weekly, monthly, or other intervals?		
10.	Will more than 80% of your income, during the year of assessment, from services rendered, consist of or be likely to consist of amounts received directly or indirectly from any one client , or any associated institution, in relation to the client?		
11.	Does your contract contain any elements of an employment contract? [i.e. Job titles, reporting structure in organisation, fixed working hours, employment benefits, performance bonuses (excluding bonus and penalties for early or late delivery)]		
12.	Does your contract contain any clause that will enable you to receive payment, even if no work was done?		
13.	Have you ever been classified as a Labour Broker or personal services company		

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Question		Yes	No
	(including Close Corporation and Trust) by SARS or any other client?		
14.	If the answer to question 13 was "yes", did anything change that no longer classifies you as a labour broker or personal services company? If "yes", elaborate:		

PART 3: OWNERSHIP

1. Please tick the appropriate block:

- Turnover

Less than or equal to R 25m	
Greater than R 25m	

2. Please indicate the existence and extent of any Internal Black Empowerment Programmes.
Details of such programmes may be annexed.

3. Please complete each of the following tables by stating the number of people in each category:

- Ownership / Control

	African	Asian	Coloured	White
Male				
Female				
TOTAL				
Disabled				

- Management

	African	Asian	Coloured	White
Male				
Female				
TOTAL				
Disabled				

- Total staff profile

	African	Asian	Coloured	White
Male				
Female				
TOTAL				
Disabled				

- Skilled personnel

	African	Asian	Coloured	White
Male				

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Female				
TOTAL				
Disabled				

Previous name(s) of business (if applicable) _____

List of directors / owners / partners: Attach your own list if the space provided is inadequate

1. Name: _____

Position: _____ % Shareholding : _____

Identity Number _____ Nationality _____

2. Name: _____

Position: _____ % Shareholding : _____

Identity Number _____ Nationality _____

3. Name: _____

Position: _____ % Shareholding : _____

Identity Number _____ Nationality _____

4. Name: _____

Position: _____ % Shareholding : _____

Identity Number _____ Nationality _____

Are any of your directors/owners employed by merSETA? Please mention also whether your directors / owners / partners are ex-merSETA staff. Close relatives of your directors / owners with merSETA staff to be declared as well.

PART 4: SUPPLIER PROFILE

List all your products / services your business can supply to merSETA.

Attach separate list if space provided is not enough

Name 3 commercial references/referees of previous projects and provide their name(s) and telephone number(s):

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Does your business operate a Quality Management System covering the product/service applying for? (y/n) _____ Please elaborate:

PART 5:REQUIRED DOCUMENTS

merSETA reserves the right to verify and /or follow-up on any of the claims made or references in this application form. Based on Treasury regulations merSETA will check any claims made in this submission.

This original signed vendor form must be accompanied with certified copies of the following documents below and must be included in your application:

- ✓ Copy of Company Registration Documents (Issued by the Registrar of Companies & Close Corporation)
- ✓ Attach an original cancelled cheque alternatively an original bank statement
- ✓ Current valid TAX clearance certificate
- ✓ Any other registration certificate pertaining to your relevant industry, e.g. ECB (Electrical Contractors Board)
- ✓ Company Organogram, showing your Holding and Subsidiary company(s), as well as operating divisions. Indicate ownership / shareholding that this company holds in any other company/ies.
- ✓ SBD 4
- ✓ SBD 6.1
- ✓ Company letter confirming bank details (must be signed)

Incomplete submissions will not be processed. This includes submission without the supporting documentation as stipulated above, in part 5:

I certify that I have the appropriate authority to furnish the above-mentioned information on behalf of my employer.

Name:	Signature:
Designation:	Date:

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GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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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 | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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