



GAUTENG PROVINCE
SPORT, ARTS, CULTURE AND RECREATION
REPUBLIC OF SOUTH AFRICA

INVITATION TO TENDER

THE APPOINTMENT OF A PROFESSIONAL BOXING PROMOTER TO HOST A PETER "TERROR" MATHEBULA TRIBUTE BOXING TOURNAMENT

NOTE TO TENDERERS

PLEASE CAREFULLY READ THIS DOCUMENT, COMPLETE WHERE REQUIRED, INITIAL EACH PAGE AND SIGN IN FULL AT THE END

1. INTERPRETATION

- 1.1 This RFP shall commence from the 22 January 2021 and terminate on the 22 February 2021
- 1.2 Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and similar expressions shall bear corresponding meanings.
- 1.2.1 **“BSA”** means a National Public Entity of the Republic of South Africa, established in terms of the South African Boxing Act, Act No 11 of 2001
- 1.2.2 **“Closing Date”** shall mean 22 February 2021 not later than 12h00
- 1.2.3 **“Conditions of Tender”** shall mean the conditions of tender set out in clause 10
- 1.2.4 **“Constitution”** shall mean the Constitution of the Republic of South Africa, 1996;
- 1.2.5 **“DSACR”** Department of Sports, Arts, Culture & Recreation, Gauteng Provincial Government.
- 1.2.6 **“PAJA”** shall mean the Promotion of Administrative Justice Act, 2000 together with the regulations promulgated under this Act
- 1.2.7 **“PFMA”** shall mean the Public Finance Management Act, 1999 together with the regulations promulgated under this Act;
- 1.2.8 **“Procurement Act”** shall mean the Preferential Procurement Policy Framework Act, 2000 together with the regulations promulgated under this Act 2017;
- 1.2.9 **“Procurement Laws”** shall mean all the relevant procurement laws in the Republic of South Africa including, but not limited to, the Constitution, the PFMA, PAJA, the Procurement Act, practice notes and all other relevant laws and policies;
- 1.2.10 **“RFT”** shall mean this request for tender and the Returnable Documents;
- 1.2.11 **“Returnable Documents”** shall mean the following documents
- Valid Tax Clearance Certificate and/or Tax Pin
 - Valid BBBEE Certificate
 - Company Profile and professional biography
 - Company's Registration certificate from the Register of companies (CIPRO)
 - Proof of Registration as a Boxing Promoter – Licence Holder
 - Municipality Account or any document with business proof of address
 - Valid and completed Covid-19 Plan
 - Duly completed and signed Annexure SBD 1 – Invitation to Bid.

- Duly completed and signed Annexure SBD 4 – Declaration of Interest
 - Duly completed and signed Annexure SBD 6.1 – Preference Point Claim Form; duly completed and signed.
 - Duly completed and signed Annexure SBD 8 – Declaration of Past SCM Practices
 - Duly completed and signed Annexure SBD 9 - Certificate of Independent Bid Determination
 - Proof of registration on the Centralized Supplier Database (CSD); latest print out of CSD Report
 - Marketing & Communication Plan
 - Proof of application for tournament
 - Memorial Gift specifications
 - A full budget breakdown of the tournament and a breakdown of the event cost drivers
 - The proposed Bill for the tournament and the event concept/theme
- 1.2.12 “**Tenderer**” shall mean the person submitting a Tender in response to this RFT
- 1.2.13 “**Tender**” or “**Tender Submission**” shall mean bid documents submitted in response to this RFT
- 1.2.14 “**BBBEE**” means broad-based black economic empowerment.
- 1.2.15 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act. 2003 (Act No. 53 of 2003).
- 1.2.16 “**Authorized Signatory**” means a signatory authorized by the Institution and the Service Provider respectively to sign the Agreement, any amendments and/or annexures.
- 1.2.17 “**Definitive Agreement/ SLA**” shall mean the services level agreement to be concluded between BSA and the successful Promoter.
- 1.2.18 “**Functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of the service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quantity reliability, viability and durability of a service and the technical capacity and ability of a bidder
- 1.2.19 “**Evaluation**”:
- 1.2.19.1 Only one Service Provider/Promoter will be appointed to render the services
- 1.2.19.2 Bid received by telegram and fax will not be considered. Late bids shall not be accepted or considered.

2 BACKGROUND

Gauteng province has the biggest number of licensed boxing practitioners in South Africa and over the past three years has been in the lead with the number of tournaments hosted annually. In terms of the current registration statistics of Boxing South Africa the numbers are increasing every year and this also results into increased domination of ranking in the majority of divisions slowly being occupied by the Gauteng licensed boxer Boxers.

The love of boxing in the province has also rubbed into the young females who are also now dominating the national arena. Boxing in the Gauteng Province is not just sport but an activity that defines the daily life of the young and old. In areas such as Soweto and Tembisa, a well spent weekend by the community members is a weekend that involves watching a boxing tournament, whether locally or internationally.

Earlier last year the boxing community mourned the passing of the legendary boxer Mr. Peter "Terror" Mathebula. Terror as he was fondly known was the first black boxer from South Africa to win a world title during the apartheid era in 1980. His world title victory was undoubtedly the proudest moment of his career, earning him fans across South Africa at the height of apartheid. Mathebula became a household name in South Africa instantly, even being acknowledged by the Afrikaans newspapers that backed the apartheid government. At the time of his victory it had only been three years since segregation rules banning White and Black boxers from competing against one another were lifted

After a long, colorful and challenging boxing career with 45 total fights he retired a South African icon in 1983 and sadly died in January 2020.

3 MANDATORY RFT CONDITIONS

The Boxing Tournament is in commemoration of the legendary boxer Mr Peter "Terror" Mathebula. The tournament must take place as follows:

Date: March 2021
Time: 17:00
Venue: Rand West City Municipal Area

The tribute tournament must be in compliance with the SA Boxing Regulations, feature bouts totaling not less than 36 rounds and include at least the following bouts:

- 1x International title (optional)
- 1x South African National title
- 1x Gauteng Provincial title
- Minimum of 3 development bouts
- At least one female bout

N.B: The compulsory inclusion of a female bout in the undercard bouts should not be misconstrued to mean the female bout may not be included as part of the main bout or main supporting bout. The above in relation to a national title and only relates to a minimum of one bout. A promoter will be encouraged to stage an additional provincial or national title should the number of rounds permissible allow it.

In light of the Covid-19 lockdown regulations, the ideal responsive bid for this tender will be that of a Promoter who has financial and technical capacity to comply with the lockdown regulations and is already battle-ready, as oppose to a promoter who only started thinking about hosting a tournament when a financial assistance opportunity emerges. In this case, reference is made to a Promoter who might have already had some tournament in mind, even if not for the specific date and venue which are part of the specification for this bid.

While the broadcast partner for this tournament has not yet been confirmed, the planning and quality of the tournament should be delivered at a level that is broadcast responsive and broadcast ready. If the bidding Promoter already has a broadcast arrangement, this will be considered a bonus and a competitive advantage.

The selection of the successful promoter will be done through the tendering procurement process to ensure fairness and transparency to all eligible Promoters. In view of the above the following aspects shall be considered in the evaluation of Promoters:

- Promoters must demonstrate the ability to promote either International, National and other bouts and have a proven track record in boxing thereof.
- Given the adequate time provided, the promoter must equally demonstrate the ability to work under pressure yet compliantly and without compromising quality. For that reason, Promoters must develop a convincing plan of how the tournament will be delivered to the desired specifications and quality within the required time.
- All boxing bouts shall be sanctioned by Boxing SA.
- International bouts must be sanctioned by legitimate world bodies and also have the approval of Boxing SA.
- All participating licensees must be in good standing with BSA for the year under review and not undergoing any disciplinary proceeding by BSA (if so, licensee must disclose).
- In light of the fact that the funding province is the Provincial Government of Gauteng, the tender is open only to Gauteng registered Promoters as per Boxing South Africa records.
- In line with SA Boxing Regulations, the eligible Promoter is expected to have already signed contracts for the main and main supporting bouts and must pay the required 10% of the purse money as per legal requirements of Boxing SA.
- Proposals submitted may be themed according to the context of the commemoration as per the above mentioned.
- The value of the bout(s) per tournament will determine the fee that BSA and Gauteng DSAC will advance to the Promoter for hosting the tournament.

- The Promoter must demonstrate the ability to tell the story of the boxer and other key participants related to the bouts.
- The Promoter must work closely with BSA and DSACR preparatory teams to profile the boxers and other key participants related to the bouts.
- The quality of the bouts must demonstrate credible match-making skills.
- Promoters must include a plan to provide an appropriate memorial gift for the family.
- Proposals must have clear communication and marketing plan that will drive publicity for the event.
- Venues preparation for various tournament related activities such as press conference, weigh-ins, must meet broadcast standards and be of high quality.
- In line with Covid-19 Regulations, no spectators will be allowed at the tournament and only BSA officials, media personnel accredited in advance, and venue personnel will be allowed at the tournament venue.
- The promoters will be obligated to submit their Covid-19 plan in compliance with the Disaster Management regulations

Key Requirements for International Tournaments-Optional

- Promoters must be able to demonstrate the ability to promote international bouts and have a proven track record.
- Promoters should have an International Category License and relevant supporting letter from the sanctioning body.
- Bouts must be sanctioned by the legitimate world bodies and also have the approval of Boxing SA.

4 MANDATORY TECHNICAL SPECIFICATIONS

4.1 Promoters must, amongst other things, have:

- The know-how and expertise of requirements to meet live broadcast specifications in terms of ring, lighting, camera positions, etc.
- Adequate lighting and branding
- Proper and credible scaffolding
- An approved boxing ring and other requirements that meets world-class standards
- Relevant music and national anthems
- Relevant flags for international fights
- Adequate private security as well as South African Police Service clearance and/or details
- Licensed Ring Announcer/(s)

4.2 Promoters should also be able to:

- Provide media access to boxers – as soon as the bill is sanctioned.
- Work with BSA & DSACR to organize a press conference in advance to launch the tournament.
- Securing and notification of venue activities such as press conference, weigh-in, and any other marketing activities for the tournament.
- Ensure TV, Media, boxing officials parking areas
- Ensure that the venue has a functional power supply system
- Provided contact details of boxers, if needed.
- Arrange for inspection of venue before tournament to establish suitability of all tournament requirements.
- Provide plan with other partners e.g. BSA & DSACR and broadcasters.
- Ensure availability of venue at least 2 days before tournament to allow rigging of broadcasting equipment, if needed.
- Ensure that S/he is familiar with the location of facilities of the venue and that they are suitable and complying with the requirements for operations of the tournaments, e.g.

- ✓ Suitable changing rooms for boxers;
- ✓ Ablution facilities; and
- ✓ 1x medical room.

5 ADMINISTRATIVE DOCUMENTATION

5.1 In order to be eligible, the preferred promoter must be in good financial standing, including having clean financial status with BSA, in addition, all participating promoters must be in good standing with BSA for the year under review and not undergoing any disciplinary proceeding by BSA (if so, licensee must disclose).

5.2 The following documentation must be submitted with the bid:

- (CIPC) Companies and Intellectual Property Commission printout
- Latest copy of Centralized Supplier Database (CSD) report
- Valid BBEE certificate
- Valid Tax Clearance Certificate and/or Tax Pin
- Valid and completed Covid-19 Plan

5.3 *Important notice, should any of the above returnable documents not be submitted with the bid, the bidder will be disqualified on the basis of non-compliance*

5.4 In addition to the above, the following returnable documents must be submitted with the bid:

- Company Profile and professional biography
- Proof of Registration as a Boxing Promoter – Licence Holder
- Municipality Account or any document with business proof of address
- Marketing & Communication Plan
- Proof of application for tournament
- Memorial Gift specifications
- A full budget breakdown of the tournament and a breakdown of the event cost drivers
- The proposed Bill for the tournament and the event concept/theme

6 COMPULSORY BRIEFING SESSION

6.1 The briefing session will not be compulsory, however the details of the briefing session will be as follows:

Date: Wednesday, 3 February 2021
Time: 17h00
Venue: Microsoft Teams virtual platform

7 TENDER SUBMISSION

7.1 Tenderers are requested to initial each page of the RFT Document and sign in full where appropriate

7.2 Tenders and returnable documents must be submitted no later than the closing date either:

- Submission of hard copies or
- Via email

TENDER BOX	EMAIL
The tender box marked Boxing South Africa is situated on the ground floor reception of Hatfield Forum East Building 1077 Arcadia Street Hatfield Pretoria 0001	Email returnable documents Mrs Vhutshilo Maluleke Email: Vhutshilo@boxingsa.co.za

7.3 The Tender and all Returnable Documents must be returned, duly completed and signed, where required, as part of the Tender Submission

7.4 The Tender, all Returnable Documents, proposals and plans must be completed in black ink

7.5 The Tender, all Returnable Documents; proposals and plans must be written in English.

7.6 No late Tender Submission will be accepted regardless of how late it is.

8 COMMUNICATION

8.1 All communication between the Respondents and BSA before the Closing Date must be made to the following BSA contact person:

8.1.1 Technical advice

Mr. Thabang Moses

Email address: thabang@boxingsa.co.za

Tel: +27 12 765 9600/+27 72 413 4759

8.1.2 Administrative compliance

Mrs Vhutshilo Maluleke

Email address: Vhutshilo@boxingsa.co.za

Tel: +27 12 765 9600 / +27 63 107 2231

8.2 A Tender Submission will be disqualified should any attempt be made by the submitting Tenderer either directly or indirectly to canvass any officer or employee of BSA in respect of this RFT between the Closing Date and the date of the award of the contract.

9 PRE-QUALIFICATION AND EVALUATION

9.1 Stage 1: Administrative Compliance

9.1.1 All the following questions must be answered "Yes" by BSA in respect of each Tender Submission in order for such Tender Submission to progress to Stage 2 for further pre-qualification.

ITEM	QUESTION	ANSWER (YES/NO)
1	Was the Tender Submission submitted on time?	only for BSA to answer
2	Have all the Returnable Documents been submitted?	only for BSA to answer
3	Are all the Returnable Documents valid? (i.e. not altered by the Tenderer). Tenderers are not allowed to amend and/or produce their own versions of the Returnable Documents provided by BSA, except on prior written consent from BSA	only for BSA to answer

9.2 Stage 2: Substantive Compliance

9.2.1 BSA must be satisfied, in its sole discretion, that each Tender Submission has passed the substantive compliance test. The substantive compliance test will entail the following assessments

ITEM	ASSESSMENT	ANSWER (YES/NO)
1	Assess whether the Returnable Documents have been comprehensively filled in (where appropriate), stamped and/or signed	only for BSA to answer
2	Assess whether the Tender Submission is complete	only for BSA to answer

9.3 Stage 3: Technical Compliance

9.3.1 Awarding of points on functionality to short listed service providers

9.3.2 The bid will be evaluated on the basis of functionality as follows:

9.3.3 Qualifications: First evaluation functionality

NO.	CRITERIA	MEASUREMENT		WEIGHT	POINTS
1.	COMPANY EXPERIENCE: <i>Relevant boxing promotion and event management (minimum of 3 years) demonstrated by the reference letters indicating the boxing titles staged (World, International, National, Provincial, etc)</i>	<ul style="list-style-type: none"> • Types of titles • Nature of the tournament staged • Stature of the tournaments staged • Number of years as a boxing Promoter • Frequency of hosting boxing promotions 		10	
2	MEMORIAL GIFTS SPECIFICATION	Memento, Personalised frames, Memorial Ornaments, Memorial Jewellery		10	
3.	PROJECT PROPOSAL with clear implementation Plan: <ul style="list-style-type: none"> • Revenue Management • Venue-Broadcasts friendly • Security-SAPS • Quality Sound System • Lighting-Ring and around • Boxing Ring-technical • Marketing, Advertising and Promotion • Budget Breakdown • Broadcasting • Sponsorship and Partnerships if any 	Detailed proposal & implementation plan with timelines and costs	H	15	
		Project & implementation plan with limited details	M		
		No project plan	L		
4	Covid -19 Plan	Detailed plan	H	20	
		Partly completed	M		
		No plan	L		
5.	The Bill	Compliance	H	45	
		Partly	M		
		Non compliance	L		
TOTAL				100	

ASSESSMENT	WEIGHT	POINTS
Minimum threshold will be 70- failure to meet this threshold your bid will be disqualified.	70	

9.3.4 This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70% for functionality will be evaluated further and scored in terms of pricing and B-BBEE as indicated hereunder.

9.4 Stage 4: Price and B-BBEE

9.4.1 The following weighting will apply to price and B-BBEE in accordance with the provisions of the relevant Procurement Laws.

Area	Points
Price	90
BBBEE Points	10
Total Points (Price + BBBEE)	100

9.4.2 BSA will utilize the following formula in its evaluation of price

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

90/10

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

Where

- Ps = Points scored for Tender Submission under consideration
- Pt = Comparative price for Tender Submission under consideration
- Pmin = Lowest price tendered in relation to all the Tender Submission

9.4.4 Broad-Based Black Economic Empowerment criteria preference points will be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

9.4.5 Tenderers who do not provide their verification certificates or who are non-compliant shall receive a zero score for B-BBEE

10 CONDITIONS OF TENDER

10.1 Failure to complete any of the Returnable Documents, where applicable, in accordance with the instructions contained therein, or otherwise comply with other provisions contained in this RFT, may disqualify Tenderers, at BSA’s discretion.

10.2 BSA reserves the right to:

- make no award (e.g. reject all Tender Submissions) or award only a portion of the services required under this RFT;
- cancel this RFT or any part thereof at any time;
- not necessarily accept the Tender Submission obtaining the Highest Score;
- Award the tender to more than one Service Provider,

- reject any Tender that
 - ✓ fails to commit to the key deliverables required by this RFT
 - ✓ is submitted not as set out in clause 5;
 - ✓ contains any information that is found to be incorrect or misleading in any way; or
 - ✓ is not completed in full and/or initialed as required.

10.3 During the evaluation process, no change in the content of Tender Submissions shall be sought, offered or permitted.

10.4 After the Closing Date, BSA may request additional information, clarifications or verifications with respect to any of the Tender Submissions. The Tenderers shall respond within the timeframes as set by BSA.

10.5 BSA may, at its sole discretion, call upon Tenderers to attend clarification meetings.

10.6 Tenderer's delivery of a Tender Submission constitutes acceptance by Tenderer of the Conditions of Tender.

10.7 This RFT is an invitation to the Tenderer to make an offer to BSA. No binding contract or other understanding will exist between BSA and the Tenderer unless and until the formal contract or service level agreement is entered into. Nothing in this RFT or any other communication made between BSA (including its officials, employees, advisers and/or representatives) and the Tenderer will constitute an agreement or representation that BSA will offer, award or enter into a contract or service level agreement.

10.8 Once the Tenderer has submitted its Tender Submission, BSA will not accept or allow any material modification of the information contained in the Tender Submission unless agreed during the negotiations phase. No substitution of information or documentation by the Tenderer will be permitted under any circumstance once the Tenderer has delivered its Tender Submission

10.9 Validity Period- All Tender Submissions shall remain valid for 90 days from the Closing Date. BSA reserves the right to reject any Tender Submission that is valid for a period less than 90 days.

10.10 The Tenderer's participation in any stage of this RFT process, or in relation to any matter concerning the subject matter hereof, will be at the Tenderer's sole risk, cost and expense. BSA will not be responsible, whether on the basis of any promissory estoppel, quantum meruit or on any other contractual, quasi-contractual, restitutionary or other grounds, for any costs or expenses incurred by the Tenderer in preparing or submitting a Tender Submission or as a consequence of any matter relating to the Tenderer's participation in the RFT process. All costs associated with the submission of any additional requested information, the preparation thereof and attendance of clarification meetings, will be the sole responsibility of the Tenderer.

10.11 This RFT will be governed by and construed in accordance with the laws of the Republic of South Africa.

10.12 Collusive Conduct; Improper Assistance; No Inducements.

10.12.1 As declared in the relevant Returnable Document, neither the Tenderer nor any of its officers, employees, advisers or other representatives will engage in any collusive tendering, anticompetitive conduct, or any other similar conduct with any other entity or any other person with respect to this RFT process

10.12.2 Neither the Tenderer nor any of its officers, employees, advisers or other representatives will seek any assistance, other than assistance officially provided by BSA in conjunction with the RFT process, from any BSA employee, adviser or other representative with respect to this RFT process

10.12.3 Neither the Tenderer nor any of its officers, directors, employees, advisers or other representatives will make or offer any gift, gratuity, or other inducement, whether lawful or unlawful, to any of BSA's officials, employees, advisers or other representatives, with respect to this RFT process

10.12.4 In addition to any other remedies available to it under any law or any contract, BSA reserves the right at its sole discretion immediately to reject any Tender Submission submitted by a Tenderer that engages in any conduct described in clauses 10.12.1 to 10.12.3

10.13 Proprietary Rights in RFT and Tender Submissions

10.13.1 BSA shall own all intellectual property rights in the information and ideas developed during the procurement process, including any information and ideas reflected in this RFT (including its appendices and attachments) and in the Tender Submissions thereto except for any pre-existing intellectual property of the Tenderer

10.14 Publicity

10.14.1 The Tenderer shall not refer to BSA or this RFT in any of its publicity or advertising materials without BSA's approval which may be withheld at BSA's sole discretion.

10.15 Decisions on Tenders

10.15.1 The decision by the Chief Executive Officer or other authorized delegate of BSA regarding the awarding of the tender shall be final.

10.15.2 Where a tender has been awarded on the strength of information furnished by the Tenderer, which, after the conclusion of the relevant service level agreement, is shown to have been incorrect or misleading, BSA may, in addition to any other legal remedy it may have

- recover from the Tenderer all costs, losses or damages incurred or sustained by BSA as a result of the award of the Tender; and/or
- cancel the Tender and claim any damages which BSA may suffer as a result of having to make less favorable arrangements; and/or
- impose on the Tenderer, a penalty not exceeding five per cent of the value of the contract

10.16 Notification

10.16.1 Where any offered product, service or condition differs from the requirements set forth in the RFT, it is the sole responsibility of the Tenderer to notify BSA thereof.

10.17 Restriction from Tendering or Contracting

10.17.1 The Chief Executive Officer of BSA may, in addition to any other legal remedies BSA may have, determine that no offer from a Tenderer should be considered, or determine that a Tender should be cancelled, if the Chief Executive Officer is of the opinion that a Tender Submission or Tenderer has

- failed to comply with any of the conditions of an agreement or has performed unsatisfactorily under an agreement
- failed to react to written notices properly sent to it; and/or
- offered or given a bribe or any other inducement, or has acted in a fraudulent manner or in bad faith or in any other improper manner

10.18 Representation

10.18.1 Each Tenderer hereby represents and warrants to BSA that the information provided herein is true and correct as at the Closing Date.

10.18.2 By signing this RFT Document, the Tenderer is deemed to acknowledge that it has made itself thoroughly familiar with all the conditions governing this RFT, including those contained in the Returnable Documents and BSA will recognize no claim for relief based on an allegation that the Tenderer overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

11 STAKEHOLDERS INVOLVEMENT AND PARTICIPATION

11.1 The following stakeholders will be involved in the overall coordination of daily activities leading to the hosting of the tournaments and during the day of the hosting of the tournament.

- Mr Peter Mathebula's Family
- Gauteng Provincial Department of Sport, Arts and Culture;
- Boxers;
- Appointed Promoter;
- The National Department of Sports, Arts and Culture; and
- Rand West City Local Municipality

12 SUCCESSFUL OR PREFERRED PROMOTER

12.1 The successful or preferred promoter will be notified and the contracting process may include contractual condition such as:

- Signed appointment letter
- Service level agreement (SLA)
- Reports expected from the Promoter post the tournaments
- Any other legal obligation to be stated by the SLA

13 IMPORTANT DATES AND TIMES

13.1 Key Dates and Activities

13.2 The table below lists certain key dates and activities relevant from time of Issuance of this RFT until the Closing Date

No	Description	Date	Time
1	RFT Documents available on website	22 Jan 2021	12H00
2	Briefing Session	3 Feb 2021	17H00
3	Last date to submit written clarification questions	5 Feb 2021	16H30
4	Last date for BSA to respond to written questions, if any, in writing	12 Feb 2021	16H30
5	Closing Date	22 Feb 2021	12H00

13.2 Any time or date in this RFT is subject to change, at the discretion of BSA. The establishment of a time or date in this RFT does not create an obligation on the part of BSA to take any action, or create any right in any Tenderer that any action be taken, on the date established or on any other date. BSA may in its sole discretion vary or extend any time or date in this RFT.

Signed at _____ on this _____ day of _____ 2021

For and on behalf of _____

Name _____

Position _____

Who hereby warrants his authority

Annexure SDB1



YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF BOXING SOUTH AFRICA

BID NUMBER: (13/2020-2021)

CLOSING DATE: 22/February/2010

CLOSING TIME: 12:00

DESCRIPTION:

**THE APPOINTMENT OF A PROFESSIONAL BOXING PROMOTER TO HOST A PETER
"TERROR" MATHEBULA TRIBUTE BOXING TOURNAMENT**

The successful respondent will be required to sign a Service Level Agreement.

TENDER SUBMISSIONS MUST BE SUBMITTED IN ONE OF THE FOLLOWING WAYS

TENDER BOX	EMAIL
The tender box marked Boxing South Africa is situated on the ground floor reception of Hatfield Forum East Building 1077 Arcadia Street Hatfield Pretoria 0001	Email returnable documents Mrs Vhutshilo Maluleke Email: Vhutshilo@boxingsa.co.za

Respondents must ensure that Tenders are delivered or emailed timeously and to the correct address/email. If the Tender is delivered/emailed late, it may not be accepted for consideration

ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS (NOT TO BE RE-TYPED), HOWEVER, RESPONDENTS MAY COMPLETE THE FORMS ELECTRONICALLY AND SUBMIT PRINTED AND DULY SIGNED HARDCOPIES OF THE FORMS.

THIS RFT IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 5 OF 2000, THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, AND THE DEFINITIVE AGREEMENT, AMONGST OTHER LAWS AND/OR AGREEMENTS.

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

NAME OF RESPONDENT.....

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

MOBILE NUMBER OF REPRESENTATIVE.....

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER (if applicable)

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE (SBD 2) BEEN SUBMITTED? YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (SBD 6.1) BEEN SUBMITTED? YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? [TICK APPLICABLE BOX]

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ?

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR. ?

A REGISTERED AUDITOR?

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

SIGNATURE OF RESPONDENT

DATE

CAPACITY UNDER WHICH THIS TENDER IS SIGNED.....

TOTAL TENDER PRICE

Annexure SBD 4



DECLARATION OF INTEREST

1 Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this RFT. In view of possible allegations of favouritism, should the resulting Tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Respondent or its authorised representative declare its position in relation to the evaluating/adjudicating authority where the legal person on whose behalf the Tender is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the Tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the Tender.

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

2.1 Full Name of Respondent's representative:

2.2 Identity Number:

2.3 Position occupied in the Respondent (director, trustee, shareholder², member):.....

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.4 Registration number of Respondent:
- 2.5 Tax Reference Number (if any):
- 2.6 VAT Registration Number (if any):
- 2.7 Are you or any person connected with the Respondent presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:
Name of person / director / trustee / shareholder/ member:
.....
Name of state institution at which you or the person connected
to the Respondent is employed:
.....
Position occupied in the state institution:
.....
Any other particulars:
.....
.....
.....

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

2.7.2.1 If yes, did you attach proof of such authority to the Tender Submission?
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Tender.)

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

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

2.8.1 If so, did furnish the particulars
.....
.....
.....

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

2.9.1 If so, did furnish the particulars
.....
.....
.....

2.10 Are you, or any person connected with the Respondent, aware
of any relationship (family, friend, other) between any other
Respondent and any person employed by the state who may be
involved with the evaluation and or adjudication of this Tender? YES/NO

2.10.1 If so, did furnish the particulars
.....
.....
.....

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

2.11.1 If so, did furnish the particulars

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

3. DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Respondent

--End of Annexure SBD 4 --

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- **the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and**
- **the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).**

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
1.3.1.1 PRICE	90.
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. BSA reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by BSA

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

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

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

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporters, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....

SIGNATURE(S) OF BIDDER(S)

2.

DATE:

ADDRESS:

--End of Annexure SBD 6.1 -

Annexure SBD 8

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

Item	Question	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

-End of Annexure SBD 8 --

Annexure SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - 3.1 disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - 3.2 cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the RFT made by: BSA

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a Tender;
 - (e) the submission of a bid which does not meet the specifications and conditions of the Tender;
- or
- (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this RFT relates.
9. The terms of the accompanying Tender 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.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

BIDDER NAME: _____

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

-End of Annexure SBD 9 --

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

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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 anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5 Use of contract document and information; inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6 Patent rights

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

7 Performance security

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

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

8 Inspections, tests and analyses

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

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10 Delivery and documents

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

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

11 Insurance

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

12 Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping 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 antidumping 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 (NIP) Programme

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

34 Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

General Conditions of Contract (revised July 2010)

--End of document---