



Women in Boxing Bid Document

“Women in Boxing in the Year of Charlotte Maxeke”

NOTE TO BIDDERS

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

1. INTERPRETATION

- 1.1 This RFQ shall commence from the 16 September 2021 and terminate on the 30 September 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 30 September 2021 not later than 12h00
- 1.2.3 **“Conditions of Tender”** shall mean the conditions of tender set out in clause 12
- 1.2.4 **“Constitution”** shall mean the Constitution of the Republic of South Africa, 1996;
- 1.2.5 **“PAIA”** shall mean the Promotion of Access to Information Act, 2000 together with the regulations promulgated under this Act
- 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 **“RFQ”** shall mean this request for Quotations;
- 1.2.11 **“Returnable Documents”** shall mean the following documents
- Valid Tax Clearance Certificate and/or Tax Pin
 - Valid BBBEE Certificate
 - Company Profile and years of experience as a business and/or Promoter;
 - Company’s Registration certificate from the Register of companies (CIPRO)
 - Proof of Registration as a Female Boxing Promoter – License Holder during 2020/2021
 - 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
- A full budget breakdown of the tournament and a breakdown of the event cost drivers, this must also indicate projected purse monies to be paid to boxers
- The proposed Bill for the tournament with the event concept/theme

1.2.12 “**Bidder**” shall mean the person submitting the RFQ and the Returnable Documents.

1.2.13 “**Bid**” or “**The Bid Submission**” shall mean RFQ the Returnable Documents submitted in response to this RFQ

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/the Service Provider/the Promoter 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 RFQ received by telegram and fax will not be considered. RFQ submitted late shall not be accepted or considered.

2. BACKGROUND

Annually, in South Africa and during the month of August, we pay tribute to the women's generation of 1956 who marched to the Union Buildings on 9 August 1956 protesting the extension of Pass Laws to women. We also pay tribute to the pioneers of the women's movement in South Africa dating back to the 1913 women's march when Charlotte Maxeke led a march in Bloemfontein against the early introduction of passes.

This year, government declared 2021 as the Year of Charlotte Maxeke and Women's Month was observed under the theme "*The Year of Charlotte Mannya-Maxeke: Realising Women's Equality*". This theme underscores the constant struggle for the attainment and protection of women's rights during a time wherein the country battles with the devastating COVID-19 global pandemic. Charlotte Mannya-Maxeke lived in a different South Africa from the one we live in today but the struggles of equal rights for women, equal representation and remuneration of women in the workplace and women abuse is still being fought by women of our generation. Mme Charlotte Mannya-Maxeke is celebrated as a trailblazer and a torchbearer in various sectors of society. She is also celebrated as a visionary, an advocate for women's rights, an economic empowerment agent and a social worker.

In paying tribute to the work of Charlotte Mannya-Maxeke and celebrating women of South Africa, Boxing SA is creating an opportunity for female licensees through the hosting of an "all-female boxing tournament" under the theme "***Women in Boxing in the Year of Charlotte Maxeke***". The initiative is anchored on Boxing SA's plan to create awareness and greater access to female boxing and to encourage women to occupy administrative and managerial positions in the sport.

The tributes for the liberation and emancipation of women are thereby celebrated by programmes of different organs of state individually and/or in partnership to ensure synergy and syndications of limited resources in achieving shared government objectives.

Boxing South Africa (Boxing SA) is the regulatory and administrative body of professional boxing in the country and derives its powers from the Boxing Act, Act 11 of 2001. The Act places numerous responsibilities on Boxing SA and in this regard the Act provides amongst other the following objectives:

- To provide for marketing mechanisms to promote professional and amateur boxing in general, [section 2(j)].
- Provide for the participation and involvement of women in boxing, [section 2 (r)].

In addition to its legislative mandate above, Boxing SA with the assistance of the Department of Sport and Recreation hosted the National Boxing Indaba in September 2013. The Indaba was attended by various stakeholders from all the nine provinces. The Indaba resolved on several important aspects relating to the sport of boxing. It is important for the resolutions to find concrete expression in Boxing SA programmes and this project is part of the initiatives.

On the question of female boxers, the Indaba resolved as follows:

- i. In the backdrop of the fact that female boxing has been historically neglected as a vehicle to contribute to an active and winning nation and that the number of female participants has not increased since the inception of female boxing, the Indaba resolved that Boxing SA should generate money through sponsorships and fundraising in terms of Section 15(1) (e) of the Boxing Act.
- ii. That noting that there are barriers to increasing participation of women in the sport and that female boxing is underdeveloped, the Indaba resolved that awareness should be created about female boxing to create greater access and that females must be encouraged to occupy administrative and managerial positions in the sport.

It is against this background that Boxing SA is making available for 2021 funding for the hosting of a boxing tournament .The total value of the funding is Four hundred thousands rands only(R400 000.00) inclusive of VAT

3 PROJECT OBJECTIVES

To give effect to the above legislative imperatives as well as the resolutions of the National Boxing Indaba, the project is intended to attain the following objectives:

- a. Create an opportunity and exposure for female promoters,
- b. Recruit and preserve as much female participants from all races as possible.
- c. Create a conducive environment for the attraction, retention, and heightened development of female licensees in boxing.
- d. Create exposure and media coverage (television, print, and online) nationally and internationally to raise the profile of women in boxing,

- e. Create more opportunities for female boxers,
- f. Promote the Women in Boxing brand and through it position female boxing among other sporting codes where women participation is highly recognized and active, and
- g. Increase the skills levels and experience of all female licensees [boxers, ring officials, promoters etc.] through deliberately creating opportunities for the licensees to improve their skills and thus enhancing their potential to compete against their counterparts nationally and internationally.

Since the proposed tournament is “for women, by women”, the bidding Promoter is encouraged to ensure that the entire value chain constitutes as many females as possible. The more the role players in the different facets of these tournaments are female, the higher the chances of success of the proposal. This must however not be interpreted as substitute for quality and compliance requirements.

4 SCOPE OF WORK

Boxing SA as the custodian of the Women in Boxing flagship program is the ultimate project management trailblazer of the project, and thus remains, among others, with the following legislative and policy imperatives to ensure compliance.

- i. The appointment of a Promoter to host the proposed tournament
- ii. Providing strategic guidance for the project.
- iii. Overseeing and coordinating activities of the tournament project management team.
- iv. Imposing reporting requirements as part of the conditions of the Service Level Agreement (SLA)/Contract for the Promoter of the proposed tournament.
- v. Appointment of Ring Officials and Tournament Supervisor for the proposed tournament

5 PROMOTERS COMPLIANCE REQUIREMENTS

The qualifying Promoter shall:

- i. Be Boxing SA licensed female Promoter during the 2021/2022 financial year and will be required to provide Certificate of Registration as proof,
- ii. Be in good standing with Boxing SA and accounts up to date and thus any Promoter who has an outstanding debt with Boxing SA shall not be eligible unless such debt is settled with Boxing SA prior to the application submission,
- iii. Be in good standing with BSA for the year under review and not undergoing any disciplinary proceeding by BSA (if so, licensee must disclose)
- iv. Have hosted at least one tournament in the last three financial years,
- v. Agree to the deduction of the sanctioning fees in line with the Amended Boxing Regulations, 2005.
- vi. Display ability to comply with all technical and legal requirements as per the Boxing Act and Regulations (i.e., contracts, etc.).

6. MANDATORY RFQ CONDITIONS

Boxing SA invites interested licensed female Promoters, nationally, to participate in a funding bid for the hosting of an all-female boxing tournament under the Women in Boxing 2021 theme "***Women in Boxing in the Year of Charlotte Maxeke***".

Much as the desire is to cultivate female boxing activity at local and grassroots level, the proposed tournament must be of a high-level stature, in its matchmaking and delivery, with a mix of bouts that showcase talent and high skill levels of female boxers. The expectation thus will be to showcase boxers commanding viewership and fan-base nationally.

The tournament must be development focused and meet the following minimum and compulsory requirements:

- a. A minimum of 36 rounds and a maximum of 44 rounds tournament;
- b. Female only bouts;
- c. No World/International/Regional and National title bout are required;
- d. At least one provincial title bout (provincial or national)

- e. A minimum of two (2) bouts featuring debutant boxers
- f. Minimum purse of R1 500 per round

7 ADMINISTRATIVE DOCUMENTATION

7.1 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).

7.2 The following returnable documentation must be submitted with as part of the bid:

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

7.3 In addition to the above, the following returnable documents must be submitted with as part of the bid:

- Company Profile and professional biography
- Proof of Registration as a Female Boxing Promoter – License Holder
- Municipality Account or any document with business proof of address
- A full budget breakdown of the tournament and a breakdown of the event cost drivers, this must also indicate projected purse monies to be paid to boxers
- The proposed Bill for the tournament and the event concept/theme(i.e. The bill must indicate comprehensive information including titles)

8. COMPULSORY BRIEFING SESSION

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

Date: Wednesday, 22 September 2021

Time: 17h00

Venue: Microsoft Teams virtual platform

9. THE BID SUBMISSION

9.1 Bidders are requested to initial each page of the RFQ document and sign in full where appropriate

9.2 The RFQ and returnable documents must be submitted no later than the closing date and time either by

- a) Physical/hand delivery,
- b) couriered, or
- c) e-mailed

BOXING SA OFFICE TENDER BOX	EMAIL
<ul style="list-style-type: none">• For Physical/hand delivery and courier of all returnable documents and the RFQ• The tender box marked Boxing South Africa is situated on the ground floor reception of <p>Hatfield Forum East Building 1077 Arcadia Street Hatfield Pretoria 0001</p> <p>The envelope must be marked/labelled or referenced</p> <p>REQUEST FOR PROPOSAL TO HOST A WOMEN IN BOXING TOURNAMENT</p>	<ul style="list-style-type: none">• For e-mails of all returnable documents and the RFQ <p>Mrs. Vhutshilo Maluleke Email: Vhutshilo@boxingsa.co.za</p> <ul style="list-style-type: none">• The subject line of the e-mails must be labelled or referenced in the subject line as follows: <p>REQUEST FOR PROPOSAL TO HOST A WOMEN IN BOXING TOURNAMENT</p>

- 9.3 The RFQ and all Returnable Documents must be returned, duly completed and signed, where required, as part of the Bid Submission.
- 9.4 Promoters name, Promotion company details and business address should clearly appear on the outside of envelop and/or file name
- 9.5 The RFQ and all Returnable Documents must be completed in black ink
- 9.6 The RFQ and all Returnable Documents must be written in English.
- 9.7 No late Submission of the RFQ and Returnable Documents will be accepted regardless of how late it is.

10 COMMUNICATION

- 10.1 All communication between the bidders and BSA before the Closing Date must be made to the following BSA contact person:

10.1.1 Technical advice

Mr. Thabang Moses

Email address: thabang@boxingsa.co.za

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

10.1.2 Administrative compliance

Mrs. Vhutshilo Maluleke

Email address: Vhutshilo@boxingsa.co.za

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

- 10.2 A Bid Submission will be disqualified should any attempt be made by the submitting Bidder either directly or indirectly to canvass any official or employee of BSA in respect of this RFQ between the Closing Date and the date of the award of the contract.

11. PRE-QUALIFICATION AND EVALUATION

11.1 Stage 1: Administrative Compliance

11.1.1 All the following questions must be answered “Yes” by BSA in respect of each Bid Submission in order for the Bid to progress to Stage 2 for further pre-qualification.

ITEM	QUESTION	ANSWER (YES/NO)
1	Was the RFQ 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 Bidder). Bidders are not allowed to amend and/or produce their additional versions of the Returnable Documents provided to BSA, except on prior written consent from BSA	only for BSA to answer

11.2 Stage 2: Substantive Compliance

11.2.1 BSA must be satisfied, in its sole discretion, that each Quotation 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 RFQ is complete	only for BSA to answer

11.3 Stage 3: Technical Compliance

11.3.1 Awarding of points on functionality to short listed promoters

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

11.3.3 Qualifications: First evaluation functionality

Item No.	Criteria	Measurement	No of years & Tourn		Weight	Points
1.	Company Experience: <ul style="list-style-type: none"> Company Profile The Promoter must have hosted a tournament in the last 3 years Relevant boxing promotion experience and proven record. (attach Box Rec) 	The criteria measures the numbers of years a Promoter has been promoting as well as the number of Tournaments held in the past 3 Years	5	5	10	
			4	4		
			3	3		
			2	2		
			1	1		
2.	Tournament Bill	All females (licensed)	15		70	
		Minimum of two (2) bouts of debutants bouts/Female who have not participated in the last 2 years	15			
		Quality of match making - use profiles an records of boxers (e.g. box rec)	15			
		Provincial Title	15			
		Purse Competitiveness-bidders must utilize a minimum of 25% of the bid money on boxer's purses. Bidders will be scored on grading scale	15			
3.	Direct Benefits to Boxers and Officials Any other value-add benefits (e.g., dressing the female boxers for weigh-in)	Must be accompanied by proof of commitment drawings/pictures/quotations of the proposed items.	10		10	
4.	Project Proposal with clear implementation plan:	Detailed proposal & implementation plan with timelines	5		10	
		Project & implementation plan with limited details	3			
		No project plan	0			
Total					100	

11.3.4 The total purse monies submitted with the Bid shall be used as part of the Evaluation , as a result the selected/preferred Promoter will be chosen based on the values which cannot be later changed and/or amended ;

11.3.5 Any changes to the boxers due to replacements or substitutions shall not affect the purse monies allocated to those bouts;

11.3.6 Any changes after the evaluation process will be negotiated with the selected Promoter to the extent the weighted areas on the scoring sheet will always have similar outcomes in terms of scoring

11.3.7 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.

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

11.4 Stage 4: Price and B-BBEE

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

Area	Points
Price	80
BBBEE Points	20
Total Points (Price + BBBEE)	100

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

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

80/20

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

Where

P_s = Points scored for Bid Submission under consideration

P_t = Comparative price for Bid Submission under consideration

P_{\min} = Lowest price tendered in relation to all the Bid Submission

11.4.4 Broad-Based Black Economic Empowerment criteria preference points will 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

12 CONDITIONS OF THE BID

12.1 Failure to complete the RFQ and any of the Returnable Documents, where applicable, in accordance with the instructions contained therein, or otherwise comply with other provisions contained in this bid, may disqualify the bidder, at BSA's discretion.

12.2 Acceptance of any RFQ only indicates without any obligations on the part of BSA and Promoter, the willingness of such parties to enter into negotiations, which may or may not result in the conclusion of a Contract/SLA

12.3 BSA reserves the right to:

- make no award (e.g. reject all Bid Submissions) or award only a portion of the services required under this RFQ;
 - cancel this RFQ or any part thereof at any time;
 - not necessarily accept the Bid Submission obtaining the Highest Score;
 - to select solely on the information received in the RFQ or to negotiate further with one or more Promoters
 - award the Bid to more than one Promoter for further negotiations,
-
- Reject or disqualify any bid that
 - ✓ fails to commit to the key deliverables and/or requirements by this RFQ
 - ✓ is submitted not as set out in clause 7;
 - ✓ 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.

12.4 During the evaluation process, no changes in the content of the Bid Submissions shall be sought, offered or permitted.

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

- 12.6 BSA may, at its sole discretion, call upon the Bidder to attend clarification meetings.
- 12.7 The Bidder's delivery of a Bid Submission constitutes acceptance by Bidder of the Conditions of Bid.
- 12.8 This RFQ is an invitation to the Bidder to make an offer to BSA. No binding contract or other understanding will exist between BSA and the Bidder unless and until the formal contract or service level agreement is entered into. Nothing in this RFQ or any other communication made between BSA (including its officials, employees, advisers and/or representatives) and the Bidder will constitute an agreement or representation that BSA will offer, award or enter into a contract or service level agreement.
- 12.9 Once the Bidder has submitted the Bid Submission, BSA will not accept or allow any material modification of the information contained in the Bid Submission unless agreed during the negotiations phase. No substitution of information or documentation by the Bidder will be permitted under any circumstance once the Bidder has delivered the Bid Submission.
- 12.10 The Promoter selected for further negotiations, if necessary, will be chosen based on the greatest benefit to BSA and not necessarily based on the lowest price or any other criteria.
- 12.11 Validity Period for all the Bid Submissions shall remain valid for 90 days from the Closing Date. BSA reserves the right to reject any Bid Submission that is valid for a period less than 90 days.
- 12.12 The Bidder's participation in any stage of this RFQ process, or in relation to any matter concerning the subject matter hereof, will be at the Bidder'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 Bidder in preparing or submitting the Bid Submission or as a consequence of any matter relating to the Bidder's participation in the RFQ 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 Bidder.
- 12.13 This RFQ will be governed by and construed in accordance with the laws of the Republic of South Africa.

12.14 Collusive Conduct; Improper Assistance; No Inducements.

- 12.14.1 As declared in the relevant Returnable Document, neither the Bidder 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 RFQ process
- 12.14.2 Neither the Bidder 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 RFQ process, from any BSA employee, adviser or other representative with respect to this RFQ process
- 12.14.3 Neither the Bidder 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 RFQ process.
- 12.14.4 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 12.14.1 to 12.14.3

12.15 Proprietary Rights in RFQ and Bid Submissions

- 12.15.1 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 RFQ (including its appendices and attachments) and in the Bid Submissions thereto except for any pre-existing intellectual property of the Bidder.
- 12.15.2 The contents of any of any specifications are the property of BSA and are confidential .It shall not in any manner be reproduced, destroyed, lent or given away without their permission.

12.16 Publicity

- 12.16.1 The Bidder shall not refer to BSA or this RFQ in any of its publicity or advertising materials without BSA's approval which may be withheld at BSA's sole discretion.

12.17 Decisions on the Bid

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

12.17.2 Where the Bid has been awarded on the strength of information furnished by the Bidder, 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 Bidder all costs, losses or damages incurred or sustained by BSA as a result of the award of the Tender; and/or
- cancel the Bid and claim any damages which BSA may suffer as a result of having to make less favorable arrangements; and/or
- impose on the Bidder, a penalty not exceeding five per cent of the value of the contract

12.18 Notification

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

12.19 Restriction from Bidding or Contracting

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

12.19.2 The procuring of the services shall not take place until BSA has given final written approval of all procedures.

12.20 Representation

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

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

13 STAKEHOLDERS INVOLVEMENT AND PARTICIPATION

13.1 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.

- Partners
- BSA Officials;
- Boxers;
- Appointed Promoter(s);
- Greater Community;
- Local/District/Metropolitan Municipality; and
- Sponsors

14 SUCCESSFUL OR PREFERRED PROMOTER(S)

14.1 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 in the SLA

15 TIMELINES AND MILESTONE

15.1 Key Dates and Activities

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

No	Description	Date	Time
1	RFQ Documents available on the BSA website	16 Sep 2021	16H00
2	Briefing Session- MS Virtual Platform	22 Sep 2021	17H00
3	Last date to submit written clarification questions	27 Sep 2021	16H30
4	Last date for BSA to respond to written questions, if any, in writing	28 Sep 2021	16H30
5	Closing Date	30 Sep 2021	12H00

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

Signed at _____ on this _____ day of _____ 2021

For and on behalf of _____

Name _____

Position _____

Who hereby warrants his authority

SBD1

PART A
INVITATION TO BID



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

BID NUMBER : (11/2021/2022) CLOSING DATE: 30 SEPTEMBER 2021 CLOSING TIME: 12:00

DESCRIPTION: APPOINTMENT OF PROFESSIONAL BOXING PROMOTER TO HOST WOMEN IN BOXING TOURNAMENT IN THE YEAR OF CHARLOTE MAXEKE

The successful bidder will be required to fill in and sign a written contract form (SBD7)

BID SUBMISSIONS MUST BE SUBMITTED IN ONE OF THE FOLLOWING WAYS

BOXING SA OFFICE	EMAIL
Hatfield Forum East Building 1077 Arcadia Street Hatfield Pretoria 0001 The Tender Box is situated at the ground floor next to the reception desk, marked Boxing SA	Email returnable documents Mrs. Vhutshilo Maluleke Email: Vhutshilo@boxingsa.co.za

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

SBD1

ALL BID 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.

<u>THE FOLLOWING PARTICULARS MUST BE FURNISHED</u>				
<u>(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)</u>				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
		TCS PIN:		OR CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
		<input type="checkbox"/>	A REGISTERED AUDITOR	
		NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				

BIDDER NAME: _____

SBD1

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>		<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ANSWER PART B:3 BELOW]</p>	
<p>SIGNATURE OF BIDDER</p> <p>.....</p>		<p>DATE</p>	
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</p>			
<p>TOTAL NUMBER OF ITEMS OFFERED</p>		<p>TOTAL BID PRICE (ALL INCLUSIVE)</p>	
<p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p>		<p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p>	
<p>DEPARTMENT/ PUBLIC ENTITY</p>	<p>Boxing SA</p>	<p>CONTACT PERSON</p>	<p>Thabang Moses</p>
<p>CONTACT PERSON</p>	<p>Vhutshilo Maluleke</p>	<p>TELEPHONE NUMBER</p>	<p>012-765 9600</p>
<p>TELEPHONE NUMBER</p>	<p>012-765 9600</p>	<p>FACSIMILE NUMBER</p>	
<p>FACSIMILE NUMBER</p>		<p>E-MAIL ADDRESS</p>	
<p>E-MAIL ADDRESS</p>	<p>Vhutshilo@boxingsa.co.za</p>	<p>Thabang@boxingsa.co.za</p>	

SBD1

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

ANNEXURE B

**SDB4
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 invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number.....

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

2.4 Company Registration Number.....

2.5 Tax Reference Number.....

2.6 VAT Registration Number:

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

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.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:.....

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

BIDDER NAME: _____

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

--End of Annexure SBD 4 --

Annexure SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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 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

a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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 price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (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	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 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 or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

--End of Annexure SBD 6.1 -

Annexure SBD8

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	Item	Item	Item
4.1	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? (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).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

-End of Annexure SBD 8 --

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:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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 invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

Annexure SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.

-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)

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