



**MBHASHE LOCAL MUNICIPALITY**

**TENDER DOCUMENT**

**FOR**

**PANEL FOR PROVISION OF MEDIA, MARKETING, ADVERTISING AND PRINTING SERVICES FOR A PERIOD OF THREE (03) YEARS**

**BID NO : MBH/MM/0010/2019-20**

**NAME OF BIDDER:** \_\_\_\_\_

**TENDER AMOUNT/RATES:** \_\_\_\_\_

**CSD NUMBER** \_\_\_\_\_



**BID NO : MBH/MM/0010/2019-20**

Mbhashe Local Municipality hereby invites service providers to bid for the provision of media, marketing, advertising and printing services

Project Name	Bid Number	Briefing Or Site Inspection Date	Closing Date	Enquiries	Availability of tender documents
Provision of media, Marketing, Advertising and printing services	<b>MBH/MM/0010/2019-20</b>	Not Applicable	15 December 2021 not later than 11h00 All completed bids must be in a <b>sealed envelope marked "Bid Name, Bid No, Bidder's Name"</b>	<p><b>SCM Related Queries</b> Mrs N. Mbedla: 047 489 5810</p> <p><b>Technical Queries</b> Ms T Bacela 047 489 5811/060 961 4040 During 07h30 to 16h30 from Monday to Friday</p>	<p><b>30 November 2021</b> at Mbhashe Local Municipality Budget and Treasury Cashiers' offices, 454 Streatfield Road, Dutywa upon payment of a non-refundable deposit of <b>R250.00</b> per document. Only cash. EFT will be accepted, When paying through EFT please use the name of the company as a reference. The municipality will only be selling the hardcopy documents, the electronic documents will be obtainable on the website at no charge <b>ACCOUNT TYPE: PUBLIC SECTOR CHEQUE ACCOUNT ACCOUNT NUMBER:62231175953 FIRST NATIONAL BANK BRANCH CODE: 211121 BRANCH NAME: DUTYWA SWIFT CODE: FIRZAJJH</b></p>

**BIDDERS SHALL TAKE NOTE OF THE FOLLOWING:**

- The Validity period of Bids is 90 days from the closing date of bids.
- Bidders to submit a Tax Compliance status document with Pin issued by South African Revenue Services (SARS) or CSD number to verify tax status.
- All mandatory forms should be filled but will not lead to disqualification or non-responsiveness except, **MBD 4, MBD 8, and MBD 9, Scratched errors made in the BOQ must be signed for.**
- Electronic tender documents will also be available on the municipal website **www.mbhashemun.gov.za**
- Bidders must be registered on CSD if the bidder is not registered the bid will be deemed non-responsive.
- Failure to submit JV agreements (where applicable) or Consortium Agreements will lead to a disqualification
- A Original certified copy or an original BBBEE status level Certificate or Original certified sworn affidavit in terms of the Amended B-BBEE codes must be attached, failure to attach will lead to the bidder losing the allocated points(20)
- Joint Ventures to submit consolidated certified BBBEE status level certificate in order to qualify for the allocated points.
- Latest billing clearance certificate **OR** statement of municipal account not older than three months **OR** a lease agreement of the bidding company must be attached, address on the required document **must correspond with the address on CK and CSD document**, Cllrs letter will not serve as billing clearance certificate.
- For bids above R10M bidders to submit audited financial statements for a period of 3 years
- All other pre-requisites as detailed in the bid documents shall apply.
- All certified documents must not be older than Six (06) months.
- Late, telegraphic, facsimile, incomplete or unsigned bids will not be considered.
- Non-disclosure by the service providers who are in the employ of state may lead to disqualification.
- Bidders must score a minimum of **70/100** in order to be considered for further evaluation (**detailed evaluation criteria is attached on the document**)

- Mbashe Local Municipality does not bind itself to accept the lowest or any bid and reserves the right not to accept the whole or any part of the bid.
- **The municipality will not be liable for any misplaced or late tender document delivered by Courier Company.**
- Bidders will be adjudicated in accordance with the Municipality's Supply Chain Management Policy and in terms of Preferential Procurement Policy Framework Act new regulations of 2017 and will be based on 80/20 points system.

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS**

<b>Functionality</b>	-	<b>80 points</b>
<b>B-BBEE Status Level</b>	-	<b>20 points</b>
<b>TOTAL</b>	-	<b>100 points</b>

**ALLOCATION OF POINTS FOR BBEE**

<b>B-BBEE Status Level Contributor</b>	<b>Number of Points</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**APPROVED**

.....

**MR. M. NAKO**  
**MUNICIPAL MANAGER:**

**DATE**

.....

**454 Streatfield Road,P.O Box 25, Dutywa, South Africa, 5000,Tel: (047) 489 5800 Fax (047) 489 113**

## **TERMS OF REFERENCE FOR A PROVISION OF MEDIA, MARKETING, ADVERTISING AND PRINTING SERVICES FOR A PERIOD OF 3 YEARS.**

The scope of work

The successful print media companies will constitute the panel which will be required to render advertising services to Mbashe Local Municipality but not limited to the following areas:

- Publishing of municipal notices
- Tender adverts
- Publishing Municipal articles
- Development of newsletters etc.

**\*\*\*\*\*NB** the services are not limited to the above mentioned services.

They will comprise of the following categories of media houses.

- Local advertisers (publishing of adverts locally and in IsiXhosa when need arises)
- Provincial advertisers (publishing of adverts provincially)
- National advertisers (publishing of adverts nationally)

The successful companies shall communicate directly with the Supply Chain Management and the end user departments during the implementation stage and shall adhere to the deadlines preferred by the municipality. A Service Level Agreement will be entered into which details the manner in which the project is going to be rolled out.

The successful companies will be required to provide the Municipality with the quotation before the order can be issued for a certain article, tender adverts etc.

### **ESTIMATE**

The service providers are required to quote on rate basis.

ITEM	DESCRIPTION	PRICING		
		Year 01	Year 02	Year 03
<b>Annual Report</b> +-300 Pages including cover	<b>Design, Layout and printing Pages(front &amp; back) and printing of documents</b> <ul style="list-style-type: none"> <li>• 250gsm, gloss art</li> <li>• Printed on A4 paper size format</li> <li>• Full colour double sided on 115gsm Gloss</li> <li>• Printed in full colour</li> <li>• To include logos, infographics, text, chart</li> </ul> NB: Editing will required in some document.			
<b>Annual Performance Plan Books</b> +-500 Pages including cover				
<b>Integrated Development Plan</b> +-500 Pages cover included				
<b>Quarterly Newsletter</b> + 16 - 18 pages printed on both sides	<b>Design, Layout and printing</b> <ul style="list-style-type: none"> <li>• 250gsm, gloss art</li> <li>• Full colour double sided on 115gsm Gloss</li> <li>• Printed on A4 paper size format</li> <li>• Printed in full colour To include logos, infographics, text, chart</li> </ul>			
<b>Corporate writing, including promotional script and speech writing.</b>				
<b>Translation and editing</b>	<ul style="list-style-type: none"> <li>• Submission should be made based on a number of pages</li> </ul>			
<b>Booking and placement of adverts for marketing and communication purposes: e.g. Tenders, vacancies, advertorials &amp; Notices</b>	Quote on print media houses covering Mbhashe area ( 2 x National newspapers 2 x Provincial newspapers 2 x Local Newspapers) for both full colour and black and white advert/ notices on different sizes:			

	<ul style="list-style-type: none"> <li>• 15 x 4 Black/ full colour</li> <li>• 20 x 4 Black/full colour</li> <li>• ¼ page advertorial</li> <li>• ½ page advert</li> <li>• Full page</li> </ul> <p>Failure to comply with the above specification for advertising on print media, bidder will be disqualified.</p> <p>NB: The bidder may be required to advertise on other print media houses using the same rates submitted during the time of bidding.</p>			
<b>BRANDING MATERIAL</b>				
<p>Development of municipal Corporate identity Guide Manual</p> <p>Telescopic banners Printed back to back (Small, Medium and Large)</p> <p>Tear drop Banners Printed Back to back with aluminium stand and aluminium pillar (Small Medium and Large)</p> <p>Rectangular Pop up: Banner</p> <p>Branded Table cloths 100% cotton</p>	<p><b>Design, Layout and Printing</b></p> <ul style="list-style-type: none"> <li>• <b>To include logos and pictures (optional)</b></li> </ul>			

<p>EX-T Pull up banner and EX-T frame banner (Small, Medium and Large)</p> <p>A4 and A3 Easy Loader aluminium display frame (Clip open for easy access to interchange pictures / advertising material)</p> <p>A2 and A3 photo wooden Frame with glass</p>				
<p>Vehicle branding</p> <ul style="list-style-type: none"> <li>• Bakkie, Sedan, Private Car and Taxi</li> </ul>	<p>Design and Layout</p> <ul style="list-style-type: none"> <li>• Quality printing technique suitable for branding vehicles using different colours.</li> <li>• waterproof and water resistant branding with logo and text</li> </ul>			
<p>Self-Adhesive Stickers</p>	<ul style="list-style-type: none"> <li>• 180 gsm glossy water proof finish</li> <li>• With Mbhashe Municipality logo</li> <li>• Size: 46 cm width, 38 cm height.</li> </ul>			
<p>Wall Banner</p>	<p>Design Layout/</p> <ul style="list-style-type: none"> <li>• With Aluminium Frame and white fabric</li> <li>• To include text</li> <li>• Hook and loop metal hubs</li> <li>• Includes carry bag</li> <li>• Size: 2.25M W X 2.25 H and larger size</li> <li>• Color- white</li> </ul>			
<p>Sign boards</p>	<ul style="list-style-type: none"> <li>• Large Curved indoor office directional sign that features curved face going from left to</li> </ul>			

	<p>right with a flat back mounting to the wall for Indoor and Outdoor(Aluminium)</p> <ul style="list-style-type: none"> <li>• Functional, easy to use sign system with quick poster change</li> <li>• With black screw fix end caps and quality antiglare front poster cover</li> <li>• Easy to install for drilling against the wall</li> <li>• Product width (cm/mm) 42 cm/400.2mm</li> <li>• Product height (m) 1m</li> </ul>			
<b>PROMOTIONAL MATERIAL</b>				
Posters/Flyers/ Brochures	<p><b>Design, Layout and Printing</b></p> <ul style="list-style-type: none"> <li>• Size: A1, A2, A3, A5, B4</li> <li>• Printed in full colour on Hardcover, gloss finish waterproof paper</li> <li>• Pictures, Logos included</li> </ul>			
A3 Desk Calendars  A2 Wall calendars  A4-Pad-executive branded diary  A5 executive branded diary  Desk Flags  Branded License Disc holders	<p><b>Design Layout and Printing</b></p> <ul style="list-style-type: none"> <li>• To include photos, Text and logos (Optional depending on the design)</li> </ul>			



<p>Branded key rings</p> <p>Branded Name Tags normal Size</p>				
<p>Golf T-Shirts Long Sleeve</p> <p>Golf T-Shirts Short Sleeve</p> <p>T-Shirts Long Sleeve</p> <p>Golf T-Shirts Short Sleeve</p> <p>Thermal Jackets Freezer with pockets – concealed hood, Valcron</p> <p>Caps 6 panel brushed</p> <p>Hats</p> <p>Face Masks</p> <p>Sleeveless Jackets</p> <p>Body warmer fully padded quilt</p> <p>Full zip with chin protector</p> <p>Front panels with welt pockets and cured back hem</p> <p>Branded scarfs (acrylic knitted scarf with fringe,</p>	<ul style="list-style-type: none"> <li>• Branded with Engraved municipal Logo in full colour. Printing methods/ techniques may vary i.e.</li> <li>• Embroidery</li> <li>• Screen-printing.</li> <li>• DTG Printing.</li> <li>• Heat Transfer Printing Techniques.</li> <li>• Sublimation Printing.</li> <li>• Plastisol Transfers.</li> <li>• Heat Transfer Vinyl</li> </ul>			

<p>size 150cm x 20cm various colours</p> <p>Branded blankets wag world large blankets 100% cotton</p> <p>Branded beanies</p> <p>Branded Bags</p>				
<p>Identifying joint marketing and communication platforms with potential Municipality stakeholders to enhance available opportunities.</p>				
<p>Developing and placing opinion pieces in high impact publications.</p> <ul style="list-style-type: none"> <li>• Pitch fee</li> <li>• Concept fee</li> <li>• Reverts fee</li> <li>• Art Direction</li> <li>• Design</li> <li>• Copywriting</li> <li>• Language Translation</li> <li>• Production and Reproduction</li> <li>• Photography</li> <li>• Content editing on Publications</li> </ul>				
<b>BROADCAST MEDIA</b>				
<p>Radio broadcast</p>	<ul style="list-style-type: none"> <li>• Live Radio interviews and ability to link to more than one community radio station</li> <li>• Pre-recorded advert</li> <li>• Breakfast shows on Radio</li> <li>• Generic Adverts on radio</li> <li>• Mid-day show(9H00-12H00)</li> </ul>			

	Opening and Closing Billboard for News on radio			
Live Streaming Online digital platforms	<ul style="list-style-type: none"> <li>• Live streaming package for public events</li> </ul>			
Content development for website marketing and promotion purposes				
Development of Marketing video	<p>Task involved include but not limited to:</p> <ul style="list-style-type: none"> <li>• Collecting content and developing a product that will include capturing of video clips, pictures, logos and audios.</li> <li>• Editing</li> </ul>			

**Note Well:**

- Content editing /Proofing, Vernacular Translation of Institutional documents and presentations may be required in some municipal documents.
- Other required services may in special cases exclude design and Layout.

<b>FUNCTIONAL ASSESSMENT – POINTS SCORING</b>	
<b>Functional Category &amp; Description</b>	<b>Points Allocation</b>
<b>Experience</b>	<b>Total = 40</b>
<b>(Proof of appointment Letter/ Purchase order and reference letter to be attached in order to claim points</b>	
<p>20 points for Similar projects that were successfully conducted in the following:</p> <ul style="list-style-type: none"> <li>• Graphic Designing, Layout ,Translation (Annual Report/Newsletter/ branding material),</li> <li>• Marketing and Advertising (Print and online media advertising /digital marketing and advertising).</li> </ul> <p>Reference letter will score 15 points Appointment letter will score 5 points</p>	<p>20</p> <p>20</p>
<b>Expertise</b>	<b>Total = 40</b>
<b>(Proof of CV'S and certificates to be attached in order to claim points)</b>	

<ul style="list-style-type: none"> <li>• Qualification in Public relations/Communication science/journalism/Bachelor of arts in corporate communication</li> <li>• Qualification in Marketing</li> <li>• Qualification in Graphic Design</li> <li>• Valid Registration Certificate with Media association of South Africa.</li> </ul>	<p>10</p> <p>10</p> <p>10</p> <p>10</p>
<b>Methodology</b>	<b>Total = 20</b>
<ul style="list-style-type: none"> <li>• Methodology statement indicating how each activity is proposed to be carried out</li> </ul> <p>Bidder must indicate the turnaround time for delivery of required services and points will be allocated as follows:</p> <ul style="list-style-type: none"> <li>• Bidder that delivers services within 10 days after issuing of an order or,</li> <li>• Bidder that delivers services after 10 days of issuing an order</li> </ul>	<p>10</p> <p>10</p> <p>5</p>
<b>Total</b>	<b>100</b>

**Bidders should take note of the above technical (quality) evaluation criteria.**

All the necessary documentation must be submitted for the Evaluation Panel to make an informed evaluation. Evaluation of the Technical (Quality) Requirements will be based on the information provided by the bidder.

- [i] **Experience** - The experience annexure must be completed. Only list projects of a similar nature undertaken focusing on managed services and their value.
  - [ii] **Expertise** – The qualifications and capacity of the company/team to undertake the work must be provided for evaluation purposes.
  - [iii] **Methodology** – The bidder must clearly state timeframes for the delivery of the required services.
- [b] **Bids that do not meet a minimum of 70 points in total out of 100 for the criteria listed above will not be considered further**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	<b>BIDNO:</b> MBH/MM/0010/2019-20	CLOSING DATE:	15 December 2021	CLOSING TIME:	11:00
DESCRIPTION	<b>PANEL FOR PROVISION OF MEDIA, MARKETING, ADVERTISING AND PRINTING SERVICES FOR A PERIOD OF THREE (03) YEARS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

<b>MBHASHE LOCAL MUNICIPALITY</b>					
454 STREATFIELD ROAD					
DUTYWA					
5000					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b>	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

**[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]**

<p><b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>[IF YES, ANSWER PART B:3 ]</p>
<p>TOTAL NUMBER OF ITEMS OFFERED</p>		<p>TOTAL BID PRICE</p>	<p>R</p>
<p>SIGNATURE OF BIDDER</p>	<p>.....</p>	<p>DATE</p>	
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED</p>	<p>.....</p>		
<p><b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b></p>		<p><b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b></p>	
<p>DEPARTMENT</p>	<p>SCM</p>	<p>CONTACT PERSON</p>	<p>T.BACELA</p>
<p>CONTACT PERSON</p>	<p>N.MBEDLA</p>	<p>TELEPHONE NUMBER</p>	<p>0474895811</p>
<p>TELEPHONE NUMBER</p>	<p>047 489 5810</p>	<p>FACSIMILE NUMBER</p>	
<p>FACSIMILE NUMBER</p>		<p>E-MAIL ADDRESS</p>	
<p>E-MAIL ADDRESS</p>			

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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 THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE 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	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
<p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	

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

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder<sup>2</sup>):.....

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.

<sup>1</sup>“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.

<sup>2</sup>“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 the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO/ NA**

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

(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 / trustees / shareholders / members or their spouses employed by the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person **YES / NO**

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, 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?

**YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

2.11.1 If so, furnish particulars:

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

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

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

**4 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**

**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>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>

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><b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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**



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This CHDM Bidding Document (**MBD**) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
  
- 4 This **MBD** 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 (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> *Includes price quotations, advertised competitive bids, limited bids and proposals.*

<sup>2</sup> *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***

**MBD 9**

**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 Municipality)

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 consortium<sup>3</sup> 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 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.

<sup>3</sup> **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.**

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**

**C1.1 Form of offer and acceptance**

**Offer**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a **contract for “PANEL FOR PROVISION OF MEDIA, MARKETING, ADVERTISING AND PRINTING SERVICES FOR A PERIOD OF THREE (03) YEARS**

The Bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of Contract identified in the Contract Data.

**THE TOTAL AMOUNT/RATES OFFERED SHOULD INCLUDE VAT**

.....Rand  
(in words);

R..... (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

**Signature:**.....**Name:**.....

**Capacity: For the Bidder:** .....

.....

(Name and address of organization)

**Name and Signature of Witness:**.....**Date:**.....



## **GENERAL CONDITIONS OF CONTRACT**

### **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. Packaging
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Increase/Decrease of Quantities
19. Contract amendments
20. Assignment
21. Subcontracts
22. Delays in the provider's performance
23. Penalties

24. Termination for defaults
25. Dumping and countervailing duties
26. Force Majeure
27. Termination for insolvency
28. Settlement of disputes
29. Limitation of liability
30. Governing language
31. Applicable law
32. Notices
33. Taxes and duties
34. Transfer of contracts
35. Amendment of contracts



## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the provider, 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 provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of the 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 provider 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 provider and not involving the provider'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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.
- 1.25 **"Written"** or **"in writing"** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.

#### **4. Standards**

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

#### **5. Use of contract documents and information; inspection**

**5.1 The provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.

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

#### **6. Patent rights**

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

6.2 When a provider developed documentation/projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the municipality or municipal entity.

#### **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider'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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **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 purchaser or an organization acting on behalf of the purchaser.
- 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 clause 8.2 & 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 provider.
- 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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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. Packaging**

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in **transit**.
- 9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

## **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.

## **12. Transportation**

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

## 13. Incidental services

### **13.1 The provider may be required to provide any or all of the following services, including additional services, if any:**

- (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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

## 14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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 provider 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 provider 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 provider, 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.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

## 16. Payment

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider 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 provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

## 17. Prices

- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the



exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Increase/decrease of quantities

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

21.1 The provider 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 provider from any liability or obligation under the contract.

22. Delays in the provider's performance

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

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.

22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.

22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider'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 provider.

### **23. Penalties**

23.1 Subject to GCC Clause 25, if the provider 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 good 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.

### **24. Termination For Default**

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

- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract;  
or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

## **25. Anti-Dumping and Counter-Vailing Duties and Rights**

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

## **26. Force Majeure**

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

## **27. Termination for Insolvency**

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

## **28. Settlement of Disputes**

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

28.2 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 provider 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.

28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

## **29. Limitation of Liability**

29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider 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.

### **30. Governing Language**

- 30.1 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.

### **31. Applicable Law**

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

### **32. Notices**

- 32.1 Every written acceptance of a bid shall be posted to the provider 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.
- 32.2 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.

### **33. Taxes and Duties**

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

### **34. Transfer of Contracts**

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

## **35. Amendment of Contracts**

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.