REQUEST FOR QUOTATION ATM 2026/2027-15

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR THE AFRIKAANS LANGUAGE MUSEUM AND MONUMENT (ATM), PAARL

Issued by:
Die Afrikaanse Taalmuseum en –monument: Supply Chain Department 11 Pastorie Avenue Paarl 7646 Mr Fabian Ontong (Financial Assistant) Tel: 021 872 3441

Full name of quoting entity: ……

Contact person: ……

Contact number: ……

Total contract value (incl. VAT): R……

Advert date: 10 November 2026

Compulsory briefing session: ----------

Closing date and time: ***15 December 2026 @ 11:00***

Quoting company/person: ……

Quoting company: Authorised signatory:……

VERSOEK VIR KWOTASIE ATM 2026/2027-15

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR THE AFRIKAANS LANGUAGE MUSEUM AND MONUMENT (ATM), PAARL

1. AGTERGROND

Die Afrikaanse Taalmuseum en -monument (ATM) is ’n Skedule 3A-openbare entiteit ingevolge die Wet op Openbare Finansiële Bestuur (WOFB), Wet No. 1 van 1999, en is onderhewig aan die bepalings van die WOFB, Tesourieregulasies en ander toepaslike wetgewing.

Die ATM is verantwoordelik vir die bevordering en bewaring van die Afrikaanse taal en die beskerming en bestuur van sy kulturele en erfenisbates.

Die ATM benodig toegang tot ’n paneel van gekwalifiseerde en ervare regsdiensverskaffers om gespesialiseerde regsadvies, regsverteenwoordiging en ander regsdienste op ’n ad hoc-grondslag te lewer.

Meer inligting oor die ATM is beskikbaar by www.taalmonument.co.za.

2. DOEL VAN DIE AANSTELLING

Die doel van hierdie aanstelling is om ’n paneel van regsdiensverskaffers vir ’n tydperk van ses-en-dertig (36) maande saam te stel om die ATM met verskeie regs- en verwante aangeleenthede by te staan.

Diensverskaffers mag aansoek doen vir een of meer van die volgende regsgebiede:

Nr.	Regspraktykgebied	Merk asseblief
1	Kopiereg- en Patentereg (insluitend Handelsmerke)	
2	Handelsreg en Kontraktereg	
3	Arbeids- en Diensreg	
4	Verkrygingsreg, Administratiefreg en Grondwetlike Reg	
5	Inligtings- en Kommunikasietegnologiereg	
6	Litigasie	
7	Siviele en Strafreg	
8	Intellektuele Eiendomsreg	
9	Wetgewende en Beleidsopstelling	

10	Korporatiewe Bestuur en Nakomingsreg	
11	Omgewingsreg	

Diensverskaffers moet hul spesialisgebied(e), relevante kwalifikasies en toepaslike ervaring duidelik in hul voorstelle aandui.

3. KONTRAKTYDPERK

Die kontrak sal van krag wees vanaf die datum van aanstelling vir ’n tydperk van ses-en-dertig (36) maande, onderhewig aan:

- Die beskikbaarheid van fondse;
- Die voortgesette behoefte aan die dienste;
- Bevredigende prestasie deur die diensverskaffer; en
- Jaarlikse prestasiebeoordelings deur die ATM.

Aanstelling op die paneel waarborg nie enige minimum hoeveelheid werk of inkomste nie.

Die ATM behou die reg voor om, waar nodig en onderhewig aan toepaslike verkrygingsvereistes, addisionele regsdiensverskaffers aan te stel.

4. MINIMUM VEREISTES

4.1 Administratiewe Vereistes

Diensverskaffers moet die volgende dokumentasie indien:

- Geldige SARS-belastingnakomingstatus (TCS-PIN);
- Bewys van geldige registrasie op die Sentrale Verskaffersdatabasis (CSD);
- Voltooide en ondertekende toepaslike SBD-vorms;
- Maatskappyregistrasiedokumente, waar van toepassing;
- Besonderhede van direkteure, vennote en aandeelhouers, waar van toepassing;
- Bewys van geldige registrasie en goeie stand by die Regspraktykraad (LPC);
- Geldige Getrouheidsfondssertifikaat (Fidelity Fund Certificate), waar van toepassing;
- Bewys van professionele aanspreeklikheidsversekering; en
- B-BBEE-sertifikaat of beëdigde verklaring, waar van toepassing.

4.2 Tegniese Vereistes

- Die regsfirma moet oor ’n aktiewe direkteur, vennoot of verantwoordelike regsbeoefenaar beskik wat as prokureur toegelaat en ingeskryf is;
- Minimum vyf (5) jaar toepaslike professionele ervaring in die relevante regsgebied;
- Bewese ervaring in die spesialisgebied(e) waarvoor aansoek gedoen word;
- Bewese ervaring in die lewering van regsadvies en/of regsverteenwoordiging;
- Kennis van toepaslike Suid-Afrikaanse wetgewing en regulatoriese vereistes;
- Ten minste drie (3) kontakbare verwysings van soortgelyke opdragte gedurende die afgelope vyf (5) jaar; en
- Profiele en CV's van die regsbeoefenaars wat die ATM se opdragte sal hanteer.

4.3 Finansiële Vereistes

- Pryse moet vir ’n minimum tydperk van honderd-en-twintig (120) dae geldig wees;
- Alle pryse moet BTW insluit waar van toepassing;
- Uurlikse tariewe moet per senioriteitsvlak aangedui word; en
- Reis-, verblyf-, advokaat- en ander uitbetalings moet afsonderlik aangedui word.

Belangrike Nota: Slegs diensverskaffers wat aan al die toepaslike minimum vereistes voldoen en op die CSD geregistreer is, sal vir verdere evaluering oorweeg word.

5. OMVANG VAN DIENSTE

Die aangestelde regsdiensverskaffers sal professionele regsadvies en regsdienste aan die ATM lewer op ’n ad hoc-grondslag, soos en wanneer benodig.

Die dienste kan onder andere die volgende insluit:

- Die verskaffing van mondelinge en skriftelike regsadvies en regsopinies;
- Die opstel, hersiening en interpretasie van kontrakte, ooreenkomste en beleidsdokumente;
- Advies oor die WOFB, Tesourieregulasies en ander toepaslike wetgewing;
- Die ATM se verteenwoordiging in howe, tribunale en ander regsprosesse;
- Die hantering van litigasie en geskilbeslegting;
- Die onderhandeling en fasilitering van skikkings namens die ATM;
- Arbeidsregtelike advies en verteenwoordiging;
- Advies oor verkrygings-, kontraktuele en administratiefregtelike aangeleenthede;
- Advies oor kopiereg, handelsmerke en die beskerming van die ATM se intellektuele eiendom;
- Advies oor erfenis-, eiendoms- en omgewingsverwante wetgewing;
- Advies oor korporatiewe bestuur, nakoming en institusionele risiko's; en
- Enige ander regsverwante dienste binne die aangestelde diensverskaffer se spesialisgebied.

6. BESTUUR EN TOEKENNING VAN OPDRAGTE

Die ATM sal opdragte aan paneellede toeken met inagneming van:

- Die aard en kompleksiteit van die regsopdrag;
- Die spesialiskennis en ervaring van die diensverskaffer;
- Beskikbaarheid en kapasiteit;
- Dringendheid van die aangeleentheid; en
- Koste en waarde vir geld.

Geen regsdiensverskaffer mag werk begin sonder ’n formele skriftelike opdrag van ’n gemagtigde ATM-verteenwoordiger nie.

Elke opdrag moet, waar toepaslik, die omvang van werk, verwagte aflewerings, tydlyne en goedgekeurde koste uiteensit.

Aanstelling op die paneel waarborg nie ’n gelyke verdeling van werk tussen diensverskaffers nie.

7. RAPPORTERING

Die regsdiensverskaffer moet, soos deur die ATM versoek:

- Verslag doen oor die vordering van aktiewe regsopdragte;
- Besonderhede verskaf van werk wat voltooi is en uitstaande aksies;

- Enige belangrike regsrisiko's of verwikkelinge onmiddellik rapporteer;
- Koste en uitgawes teenoor goedgekeurde begrotings monitor; en
- Finale verslae en relevante dokumentasie by voltooiing van opdragte indien.

Alle verslae moet aan die aangewese ATM-verteenwoordiger voorgelê word.

8. PRESTASIEBESTUUR

Die ATM sal die prestasie van die aangestelde regsdiensverskaffers deurlopend monitor en minstens jaarliks evalueer.

Prestasie sal onder andere aan die volgende gemeet word:

- Gehalte en akkuraatheid van regsadvies;
- Nakoming van tydlyne;
- Reaksietyd en beskikbaarheid;
- Professionele optrede;
- Nakoming van goedgekeurde kosteberamings; en
- Waarde vir geld.

Die ATM behou die reg voor om ’n diensverskaffer van verdere opdragte te weerhou of die aanstelling te beëindig indien prestasie onbevredigend is, kontrakvoorwaardes nie nagekom word nie of ’n wesenlike kontrakbreuk plaasvind, onderhewig aan ’n billike proses.

9. VERTROULIKHEID EN BELANGEBOTSING

Die aangestelde regsdiensverskaffer moet:

- Alle inligting en dokumentasie van die ATM as vertroulik hanteer;
- Voldoen aan die vereistes van POPIA en ander toepaslike wetgewing;
- Alle werklike, potensiële of waargenome belangebotsings onmiddellik skriftelik openbaar; en
- Voldoen aan die professionele en etiese vereistes van die Regspraktykraad.

Geen vertroulike inligting mag sonder die ATM se vooraf skriftelike toestemming aan derde partye bekend gemaak word nie, behoudens waar openbaarmaking deur wetgewing of toepaslike professionele verpligtinge vereis word.

10. VERGOEDING EN BETALINGSVOORWAARDES

- Vergoeding sal geskied volgens die goedgekeurde tariewe en dienste gelewer;
- Alle tariewe moet BTW insluit waar van toepassing;
- Fakture moet ’n volledige uiteensetting van dienste gelewer en ure gewerk bevat;
- Tydstate en bewys van uitgawes moet fakture vergesel;
- Reis-, verblyf-, advokaat- en ander uitbetalings moet vooraf skriftelik deur die ATM goedgekeur word;
- Geen addisionele werk mag sonder vooraf skriftelike goedkeuring uitgevoer word nie;
- Betaling sal geskied nadat dienste gelewer en deur die ATM geverifieer is; en
- Alle tariewe sal vir die duur van die kontrak vas bly, tensy andersins vooraf skriftelik ooreengekom.

11. INDIENING VAN VOORSTELLE

Voorstelle moet die volgende insluit:

- Voltooide administratiewe dokumentasie;
- Aanduiding van die regsgebied(e) waarvoor aansoek gedoen word;
- Besigheidsprofiel van die regsfirma;
- Tegniese voorstel;
- Profiele en CV's van relevante regsbeoefenaars;
- Bewys van toepaslike ervaring en vorige soortgelyke opdragte;
- Ten minste drie (3) kontakbare verwysings;
- Finansiële voorstel en tariefstruktuur; en
- Alle toepaslike ondersteunende dokumentasie.

Alle dokumentasie moet volledig voltooi en deur die behoorlik gemagtigde verteenwoordiger onderteken word.

Laat, onvolledige of nie-voldoenende voorstelle sal nie oorweeg word nie.

Die ATM behou die reg voor om geen voorstel te aanvaar nie en is nie verplig om die laagste of enige aanbod te aanvaar nie.

12. SLUITINGSDATUM

Die sluitingsdatum vir aansoeke is Dinsdag, ***15 Desember 2026 @ 11:00***. Aansoeke moet by die Historiumgebou, Pastorielaan 11, Paarl, ingedien word.

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1. BACKGROUND

The Afrikaans Language Museum and Monument (ATM) is a Schedule 3A public entity in terms of the Public Finance Management Act (PFMA), Act No. 1 of 1999, and is subject to the provisions of the PFMA, Treasury Regulations and other applicable legislation.

The ATM is responsible for promoting and preserving the Afrikaans language and protecting and managing its cultural and heritage assets.

The ATM requires access to a panel of suitably qualified and experienced legal service providers to provide specialised legal advice, legal representation and other legal services on an ad hoc basis.

Further information about the ATM is available at www.taalmonument.co.za.

2. PURPOSE OF THE APPOINTMENT

The purpose of this appointment is to establish a panel of legal service providers for a period of thirty-six (36) months to assist the ATM with various legal and related matters.

Service providers may submit proposals for one or more of the following areas of legal practice:

No.	Area of Legal Practice	Please tick
1	Copyright and Patent Law (inclusive of trademarks)	
2	Commercial Law and Contract Law	
3	Labour and Employment Law	
4	Procurement Law, Administrative Law and Constitutional Law	
5	Information and Communication Technology Law	
6	Litigation	
7	Civil and Criminal Law	
8	Intellectual Property Law	
9	Legislative and Policy Drafting	

10	Governance and Compliance Law	
11	Environmental Law	

Service providers must clearly indicate their areas of specialisation, relevant qualifications and applicable experience in their proposals.

3. CONTRACT PERIOD

The contract will commence from the date of appointment for a period of thirty-six (36) months, subject to:

- Availability of funds;
- The continued need for the services;
- Satisfactory performance by the service provider; and
- Annual performance assessments by the ATM.

Appointment to the panel does not guarantee any minimum volume of work or income.

The ATM reserves the right to appoint additional legal service providers where necessary and subject to applicable procurement requirements.

4. MINIMUM REQUIREMENTS

4.1 Administrative Requirements

Service providers must submit the following documentation:

- Valid SARS Tax Compliance Status (TCS) PIN;
- Proof of valid registration on the Central Supplier Database (CSD);
- Completed and signed applicable SBD forms;
- Company registration documents, where applicable;
- Details of directors, partners and shareholders, where applicable;
- Proof of valid registration and good standing with the Legal Practice Council (LPC);
- Valid Fidelity Fund Certificate, where applicable;
- Proof of professional indemnity insurance; and
- B-BBEE certificate or sworn affidavit, where applicable.

4.2 Technical Requirements

- The law firm must have an active director, partner or responsible legal practitioner who is admitted and enrolled as an attorney;
- A minimum of five (5) years' relevant professional experience in the applicable area of law;
- Demonstrated experience in the specialised area(s) for which the service provider is applying;
- Proven experience in providing legal advice and/or legal representation;
- Knowledge of applicable South African legislation and regulatory requirements;
- At least three (3) contactable references for similar assignments undertaken during the past five (5) years; and
- Profiles and CVs of the legal practitioners who will be responsible for handling the ATM's assignments.

4.3 Financial Requirements

- Prices must remain valid for a minimum period of one hundred and twenty (120) days;
- All prices must include VAT, where applicable;
- Hourly rates must be indicated according to professional seniority; and
- Travel, accommodation, counsel and other disbursements must be indicated separately.

Important Note: Only service providers who meet all applicable minimum requirements and are registered on the CSD will be considered for further evaluation.

5. SCOPE OF SERVICES

The appointed legal service providers will provide professional legal advice and services to the ATM on an ad hoc basis, as and when required.

The services may include, but are not limited to:

- Providing oral and written legal advice and legal opinions;
- Drafting, reviewing and interpreting contracts, agreements and policy documents;
- Providing advice on the PFMA, Treasury Regulations and other applicable legislation;
- Representing the ATM in courts, tribunals and other legal proceedings;
- Handling litigation and dispute resolution;
- Negotiating and facilitating settlements on behalf of the ATM;
- Providing labour law advice and representation;
- Providing advice on procurement, contractual and administrative law matters;
- Providing advice on copyright, trademarks and the protection of the ATM's intellectual property;
- Providing advice on heritage, property and environmental legislation;
- Providing advice on corporate governance, compliance and institutional risks; and
- Providing any other legal services falling within the appointed service provider's area of specialisation.

6. MANAGEMENT AND ALLOCATION OF ASSIGNMENTS

The ATM will allocate assignments to panel members taking into consideration:

- The nature and complexity of the legal matter;
- The service provider's specialised knowledge and experience;
- Availability and capacity;
- Urgency of the matter; and
- Cost and value for money.

No legal service provider may commence work without a formal written instruction from an authorised ATM representative.

Each assignment must, where applicable, specify the scope of work, expected deliverables, timelines and approved costs.

Appointment to the panel does not guarantee an equal distribution of work among service providers.

7. REPORTING

The legal service provider must, as requested by the ATM:

- Report on the progress of active legal assignments;
- Provide details of work completed and outstanding actions;
- Immediately report any significant legal risks or developments;
- Monitor costs and expenditure against approved estimates; and
- Submit final reports and relevant documentation upon completion of assignments.

All reports must be submitted to the designated ATM representative.

8. PERFORMANCE MANAGEMENT

The ATM will continuously monitor the performance of appointed legal service providers and conduct formal performance assessments at least annually.

Performance will be assessed against the following criteria:

- Quality and accuracy of legal advice;
- Compliance with agreed timelines;
- Response times and availability;
- Professional conduct;
- Compliance with approved cost estimates; and
- Value for money.

The ATM reserves the right to withhold further assignments from a service provider or terminate the appointment where performance is unsatisfactory, contractual requirements are not met or a material breach of contract occurs, subject to a fair process.

9. CONFIDENTIALITY AND CONFLICT OF INTEREST

The appointed legal service provider must:

- Treat all ATM information and documentation as confidential;
- Comply with the Protection of Personal Information Act (POPIA) and other applicable legislation;
- Immediately disclose any actual, potential or perceived conflict of interest in writing; and
- Comply with the professional and ethical requirements of the Legal Practice Council.

No confidential information may be disclosed to third parties without the ATM's prior written consent, except where disclosure is required by law or applicable professional obligations.

10. REMUNERATION AND PAYMENT TERMS

- Remuneration will be based on approved rates and services rendered;
- All rates must include VAT, where applicable;
- Invoices must contain a detailed breakdown of services rendered and hours worked;
- Timesheets and supporting documentation for expenses must accompany invoices;
- Travel, accommodation, counsel and other disbursements must be approved in writing by the ATM in advance;
- No additional work may be undertaken without prior written approval;
- Payment will be made once services have been rendered and verified by the ATM; and
- All rates will remain fixed for the duration of the contract, unless otherwise agreed in writing beforehand.

11. SUBMISSION OF PROPOSALS

Proposals must include the following:

- Completed administrative documentation;
- Indication of the area(s) of legal practice for which the service provider is applying;
- Company profile of the law firm;
- Technical proposal;
- Profiles and CVs of relevant legal practitioners;
- Proof of relevant experience and previous similar assignments;
- At least three (3) contactable references;
- Financial proposal and fee structure; and
- All applicable supporting documentation.

All documentation must be fully completed and signed by the duly authorised representative of the prospective service provider.

Late, incomplete or non-compliant proposals will not be considered.

The ATM reserves the right not to accept any proposal and is not obliged to accept the lowest or any quotation.

12. CLOSING DATE

The closing date for applications is ***Tuesday, 15 December 2026 @ 11:00***. Applications must be submitted at the Historium Building, 11 Pastorie Avenue, Paarl.

13. ACCOUNTABILITY

The service provider will be accountable to and report to the Chief Financial Officer (CFO) or a delegated official of the ATM. The service provider will work under the direction of the CFO in the performance of duties relating to the preparation of the annual financial statements.

14. ASSIGNMENT COST AND PAYMENT

Payment will be based on the fixed fee quoted and approved by the ATM for the preparation of the annual financial statements.

The service provider must submit detailed invoices reflecting the services rendered. Any additional approved disbursements or out-of-pocket expenses must be supported by relevant proof and approved by the ATM in writing before being incurred.

The quoted rates and fees shall remain fixed for the duration of the contract and will not be subject to adjustment unless otherwise agreed to in writing by the ATM.

Payment will be subject to verification and approval by the ATM that the agreed services and deliverables have been satisfactorily completed.

REQUIRED DOCUMENTS

Please note that failure to lodge the following documentation and/or proof will lead to an immediate disqualification:

1. Registration number from the Central Supplier Database
2. Submission of original, valid tax clearance certificate
3. Submission of original, valid B-BBEE certificate
4. Certified proof of company registration documents
5. Completed and signed SBD 1; 3.3; 4; 6.1; 6.2; 7.2; 8; 9 and General Condition of Contract (GCC) initialised on each page

Please double check that you have attached all the above documents before submitting your quote.

QUOTE DOCUMENTS CHECK LIST:

A completed and signed QUOTE document must be submitted in a file. The QUOTE document must be *punched and placed into a file with dividers between each schedule*. The schedules must be formatted and numbered according to the numbering system stated below:

Schedules	Description	Submitted – Indicate YES or NO
Schedule 1	Supplier registration number (CSD)	
Schedule 2	Request for quotation	
Schedule 3	SBD 1; 3.3; 4; 6.1; 6.2; 7.2; 8; 9	
Schedule 4	Proof of company registration	
Schedule 5	Bank Rating/Letter from the bank	
Schedule 6	Valid tax clearance	
Schedule 7	B-BBEE verification certificate	
Schedule 8	Company profile	
Schedule 9	Qualifications and Curriculum Vitae (CVs) of Key Personnel Assigned to the Contract	
Schedule 10	Minimum of 3 written testimonial from clients	
Schedule 11	Detailed formal quotation (valid for 120 days)	

General

The ATM is not obliged to accept the cheapest price and reserves the right not to accept the submission and to advertise again if a suitable service provider cannot be found. It is the supplier's responsibility to ensure that all documentation to be submitted reaches the ATM.

Review: List of restricted suppliers and register for tender defaulters

Prior to awarding of this contract, the ATM will verify with National Treasury database whether the prospective service provider is listed on the List of Restricted Suppliers and Register for Tender Defaulters.

Evaluation criteria

The below-mentioned criteria form an integral part of the evaluation process that will be followed by the ATM. Please note that quotations that do not conform to the primary criteria indicated in Criteria 1 will not be considered.

Criteria 1 – Legality of quote document (Primary criteria)

Legality of quote document

Non-compliance with quoting rules – the following shall lead to disqualification:

- Failure to return all pages of the quote document.
- Failure to sign/initial all applicable pages of the quote document.
- Any changes/alterations to pricing that are not signed/initialled.
- Any changes to the quote specifications (unless formally agreed to by the ATM and recorded as such before the closure of the quote request).
- The use of correctional fluid/tape or any similar product anywhere in the quote document.
- Failure to complete and sign all affidavits, certificates, declarations and annexures contained in the quote.
- Omission to submit an original, valid tax clearance certificate.
- ATM requests a minimum 12 months warranty on services/products delivered or provided. It must be submitted in writing.

Non-compliance with quoting rules – in addition to above, the following may lead to disqualification:

- Failure to sign/initial any other alterations and/or corrections to the information submitted by the service provider that the ATM may consider to be material.

Incomplete quotation submission

The following shall lead to disqualification:

- Rates and prices – schedules not completed as required.
- Failure to submit obligatory written proposals/explanations/samples/prototypes/certificates or similar requirements.

Criteria 2 – Evaluation (Secondary criteria)

Inability to evaluate the quotation

- Incomplete schedule of rates and prices.
- Prices and information not furnished as specified and/or required.
- Incomplete written proposals/submissions where required.

Criteria 3 – Price and Preference Evaluation

Quoting companies/persons who qualify will be further evaluated in terms of price and preference points (B-BBEE level of contributor). Evaluation criteria are 80/20.

Price Assessment	**80 points**
Preferential Elements	**20 points**
B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

15. General terms and conditions

Kindly note that the ATM is entitled to:

15.1 Amend any request for quotation (RFQ) conditions, validity period, specifications, or extend the closing date and/or time of the RFQs before the closing date. All respondents, to whom the RFQ

documents have been issued, will be advised in writing of such amendments, within a reasonably and practical period;

15.2 Not appoint any service provider;

15.3 Vary, alter, and/or amend the terms of this RFQ, at any time prior to the finalisation of its adjudication hereof;

15.4 Not accept the lowest proposal or any proposal in part or in whole. The ATM normally awards a contract to the service provider who proves to be fully capable of handling the contract and whose quotation is technically acceptable and/or financially advantageous to the ATM. Appointment as a successful contractor shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement within 30 days from the appointment date, the ATM shall be entitled to appoint the contractor who was rated second, and so on;

15.5 Award this RFQ as a whole or in part without furnishing reasons; and

15.6 Cancel or withdraw from this RFQ as a whole or in part without furnishing reasons and without attracting any liability.

The service provider hereby offers to render all of the services described in the attached documents (if any) to the ATM on the terms and conditions and in accordance with the specifications stipulated in this RFQ documents (and which shall be taken as part of, and incorporated into, this quotation at the prices inserted therein). This proposal and its acceptance shall be subject to the terms and conditions contained in this RFQ document.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE AND CSD MUST BE DIRECTED TO:

Department: Finance Assistant

Contact person: Fabian Ontong

Tel: 021 872 3441

Fax: 021 872 3642

E-mail address: fin.assist@taalmuseum.co.za

ANY TECHNICAL ENQUIRIES:

Contact person: Rodene Williams

Tel: 021 872 3441

Fax: 021 872 3642

E-mail address: admin@taalmuseum.co.za

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)						
BID NUMBER:	ATM 2026/2027-15	CLOSING DATE:	15/12/2026	CLOSING TIME:	11:00	
DESCRIPTION	APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR THE AFRIKAANS LANGUAGE MUSEUM AND MONUMENT (ATM), PAARL					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*						
11 Pastorie Avenue						
Paarl						
7646						

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Fabian Ontong**	CONTACT PERSON	**Rodene Williams**
TELEPHONE NUMBER	**021 872 3441**	TELEPHONE NUMBER	**021 872 3441**
FACSIMILE NUMBER	**021 872 3642**	FACSIMILE NUMBER	**021 872 3642**
E-MAIL ADDRESS	**fin.assist@taalmuseum.co.za**	E-MAIL ADDRESS	**finbestuur@taalmuseum.co.za**

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			

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

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……...

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

DATE:
……

PRICING SCHEDULE

(Professional Services)

Name of bidder…….	Bid number……..
Closing Time: 11:00	Closing date……..

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

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
1.	The accompanying information must be used for the formulation of proposals.	
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R……..
3.	Persons who will be involved in the project and rates applicable (Certified invoices must be rendered in terms hereof).	

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
……	R……	……
……	R……	……
……	R……	……
……	R……	……
……	R……	……

5. Phases according to which the project will be completed, cost per phase and man-days to be spent.		
……	R……	……days
……	R……	……days
……	R……	……days
……	R……	……days
……	R……	……days

** “All applicable taxes” include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

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

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

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

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

6. Period required for commencement with project after acceptance of bid: ……

7. Estimated worker-days for completion of project: ……

8. Are the rates quoted firm for the full period of contract? * YES / NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

……

……

……

……

* Delete if not applicable.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], 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[2]): ……..

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 presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ……
Name of state institution at which you or the person connected to the 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**

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

(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 conduct business with 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 employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1If 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 Employee Number / Persal 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

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

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

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

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that

preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……..

4.4. Company registration number: ……..

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold

_____ _____%

_____ _____%

_____ _____%

3. Does any portion of the goods or services offered have any imported content?

(***Tick applicable box***)

YES		NO	

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. .....

ISSUED BY: (Procurement Authority / Name of Institution):
.....
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with**

the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ... (full names),
do hereby declare, in my capacity as ....
of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:_____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ……. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number……. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.
   NAME (PRINT)…….

   CAPACITY ……

   SIGNATURE ……

WITNESSES

1 ……

2 ……
DATE:……

NAME OF FIRM …….

DATE …….

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……. in my capacity as…….
accept your bid under reference number ……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ……ON……

NAME (PRINT) ……

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ……

2 ……

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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers 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 Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
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 Standard Bidding Document (SBD) must form part of all bids[1] 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 consortium[3] 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.

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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 and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date 30 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 organisation 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 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 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 anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful 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.

The time mentioned in the contract documents for performing any act after foresaid notice has been given, shall be reckoned from the date of posting of 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