



APPLICATION FORM FOR REGISTRATION ON THE W&RSETA SUPPLIER DATABASE

COVER SHEET

Province (Only one province may be indicated per submission) (Mandatory Field)	
Name of Province:	
Company / Entity Details	
Organisation Registered Name / Name of individual	
Organisation Trading name:	
Main Contact Details	
Name and Surname:	
Telephone Number:	
Cellular Phone Number:	
Fax Number:	
e-mail address:	
Sales Contact Details	
Name and Surname:	
Telephone Number:	
Cellular Phone Number:	
Fax Number:	
e-mail address:	

SUPPLIER DATABASE SUBMISSION

The W&RSETA invites prospective service providers to register on the W&RSETA supplier database. It is envisaged, that this database will contribute towards the availability of sufficient suppliers for the procurement of goods and services in compliance with the PFMA.

The award of business to providers will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail

The purpose of this database is to give all prospective suppliers an equal opportunity to complete fairly in satisfying the W&RSETA requirements.

Procurement of all goods and services are centralised and managed by the Supply Chain Management (SCM) Department based at our Head Office in Centurion.

W&RSETA Head Office and Regional Office details:

Province	Address	Contact Details
Head Office	1303 Heuwel Avenue, Riverside Office Park, Cnr. Heuwel and Lenchen South Avenues, Hennops House, Centurion	012 622 9500
Eastern Cape	Kings Entertainment Centre, No: 1 Aquarium Road Beach Front, East London	043 722 3010
Free State	200 Nelson Mandela Road, Bloemfontein	031 690 1214
Gauteng North	Ground Floor, Block B, 1267 Pretorius Street, Hatefield Office Park, Hatfield, Pretoria	012 430 4930
Gauteng South	Building 18, Woodlands Office Park, Western Service Road, Woodmead	011 656 0085
Kwa Zulu Natal	Office 102B, 1st Floor Clifton Place, 19 Hurst Grove, Durban	031 333 6800
Limpopo	68 Hans van Rensburg Street, Polokwane	015 291 2237
Mpumalanga	202 Parkmed Centre, 64 Mandela Street, Emalahleni	031 553 6751
Northern Cape	Shop 16b, Flaxley House, 24-28 Du Toitspan Road, Kimberley	083 553 6751
North West	49 Heysteck Street, Rustenburg	018 312 9210

N.B: The Supplier Database registration schedule for 2013/2014

Initial Submission	Date
Application for Registration	30 April 2013
Quarterly Submissions	Date
1 st Quarter Submission Date	30 September 2013
2 nd Quarter Submission Date	30 March 2014

All submission is to reach the W&RSETA Head Office before closure of business on the stipulated closing date. W&RSETA official hours are between 8:00 am and 17:00 pm

REQUIRED DOCUMENTATION AND EVALUATION CRITERIA:

No	Description	Special Instruction
1	Instructions for completion	To be completed in full
2	Products and services	Select applicable services that can be supplied or rendered. Maximum of 5 product/ services to be selected
3	Vendor Information Form	To be completed in full
4	Declaration of interest	To be completed in full
5	Tax clearance requirements	Valid original tax clearance certificate must be submitted. Where partnerships, Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate.
6	BBBEE Rating certificate	A valid BBBEE rating certificate must be submitted. Where partnerships, Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate BBBEE rating Certificate
7	Preference point claim form	To be completed in full
8	General conditions of contract	Each page must be initialled
9	Company profile and shareholding certificate	Attached to registration document
10	Individual/partners/shareholders/members ID copies	Attached to registration document
11	For Consultancy/professional Services: Updated copies of CV's	Attached to registration document
12	Updated Registration with the relevant applicable professional bodies/ certification	Attached to registration document

13	Banking details, copy of last 3 month bank statement, proof of business physical address and copy of ID document	Attached to registration document
14	Price list (all product and services listed)	Attached to registration document

- Failure to comply with all of the above criteria and completion of the forms as required, as well as submission of supporting documentation will result in the application being disqualified.
- **Kindly note**, for each service selected a list of three (3) contactable references and the value of past three years services rendered must be submitted. Please use the following format:

Product / Service Type	Name of organisation or that services were rendered	Contact Person	Contact Numbers	Value of Service
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- Service Providers will only have an opportunity to apply for registration of a **maximum of 5 product/ service categories**.
- Company profiles, leaflets and brochures are also welcomed.

INSTRUCTIONS FOR COMPLETION (Please read carefully)

- Please clearly mark envelopes with the title “**2013/2014 Supplier Database Registration**”, addressed to “The Executive Manager SCM” at: Riverside Office Park, 1303 Heuvel Avenue, Corner Heuvel and Lenchen South Avenue, Hennops House, Centurion, 0046
- The front cover of the submission must clearly state the specific province for which the registration is applicable to.
- The service/s for which the organisation would like to be registered must be marked by putting a cross (x) in the “applicable” column in the list of services hereunder.
- The next Supplier Database publication will only occur in the Government Tender Bulletin.

Queries

- All queries must be in writing and addressed to the Executive Manager SCM at supplierdatabase@wrseta.org.za or Faxed to 086 506 7017 with the subject heading:

Supplier Database 2013/2014

- No telephonic queries will be responded to.

Product / Service	Special Requirement	Applicable	Product / Service	Special Requirement	Applicable
Advertising and advertising related services	Portfolio of services and clients		Risk Management Training	Accreditation with an ETQA	
Corporate Clothing	Portfolio of services and clients		Employment Equity and Skills Development Training	Portfolio of services and clients	
Corporate Gifts (including promotional items)	Portfolio of services and clients		Facilitation Services	Portfolio of services and clients	
Framing	Portfolio of services and clients		Competency Assessment Consultants/ Psychometric Testing	Portfolio of services and clients Registered with HPCSA	
Design and layout of publications	Portfolio of services and clients		Remuneration Benchmarking Services	Portfolio of services and clients	
Editorial Services	Portfolio of services and clients		Wellness Program Services (including professional services to address: Psychological; Financial; Physical and Social wellness)	Portfolio of services and clients Registered with HPCS (for psychological interventions)	
Event Management	Portfolio of services and clients		Catering for less than 5 people with less than 24	Catering for various dietary requirements(e.g. Halaal, vegetarian, vegan & kosher)	
Media Services	Portfolio of services and clients		Catering for more than 5 people	Catering for various dietary requirements (e.g. Halaal, vegetarian, vegan and kosher)	
Multimedia and related products and services	Portfolio of services and clients		Crockery & appliances	N/A	

Printing	Portfolio of services and clients	Document Archives / Corporate Offsite Storage	Electronic storage facilities (e.g. scanned documents)
Sound and Lighting control	Portfolio of services and clients	Flowers and flower delivery services	Portfolio of services and clients
Web Design and Update	Portfolio of services and clients	Office Deco Services	Portfolio of services and clients
Copy Writing	Portfolio of services and clients	Office Furniture	Portfolio of services and clients
Translation services	Portfolio of services and clients	Office Maintenance	Portfolio of services and clients
Media Monitoring	Portfolio of services and clients	Security Services	Registration with the relevant national body
DVD Production	Portfolio of services and clients	Alarm systems	
Filming and production related services	Portfolio of services and clients	Access Control Systems	
Communication and public relations services	Portfolio of services and clients	CCTV Systems	
Branding and corporate identity	Portfolio of services and clients	Arm Response	
Photographic services	Portfolio of services and clients	Electrical Services	Portfolio of services and clients
Management Development Training	Accreditation with an ETQA		Registration with the relevant national body

Office Admin Training	Accreditation with an ETQA		Maintenance contract for existing water purifying dispensers	N/A	
Assessor Training	Accreditation with an ETQA		Pest Control Services	Portfolio of services and clients	
Moderator Training	Accreditation with an ETQA		Recording Services		
SDF Training	Accreditation with an ETQA		Transcription Services		
Mentoring Training	Accreditation with an ETQA		Renovations and Restoration services	Portfolio of services and clients	
SCM Training	Accreditation with an ETQA		Driver (Casual & Part time)	Portfolio of services and clients	
First Aid Training	Accreditation with an ETQA		Messenger or Delivery Services	Portfolio of services and clients	
Occupational Health and Safety Training	Accredited with an ETQA		Finance for Non-Finance for Managers	Accreditation with an ETQA	
MS Office Training	Accreditation with an ETQA		Courier Services	Portfolio of services and clients	
Policy Development Training	Accreditation with an ETQA		Fire Systems	Portfolio of services and clients	
Soft Skills Training	Accreditation with an ETQA		Research Project Management	Submit proof of have experience in managing research projects	
Performance Management Training	Accreditation with an ETQA		Development of learning material	Experience and expertise in the development of learning material	
Workplace Forum Training	Accreditation with an ETQA		Research Services	N/A	
Customer Service Training	Accreditation with an ETQA		Economic Research	Knowledge and experience of conducting projects in Sector Skills Planning, Labour Market Analysis and Skills Forecasting	

Project Management Training (including Contract Management)	Accreditation with an ETQA		Social Research	Knowledge and experience of conducting research projects in Skills Development arena minimum 3 years' experience	
Project Management for Administrators	Accreditation with an ETQA		Business Report Writing and Communication Training	Accreditation with an ETQA	
Managing of ETD intervention Training	Accreditation with an ETQA		Sector Specific Research	Knowledge and experience of conducting projects in the W&R Sector, minimum 2 years' experience	
Qualification Development Training	Accreditation with an ETQA		Impact Evaluation	Knowledge and experience in development, execution and reporting of impact evaluations minimum number of impact evaluations 3.	
Qualification Development Facilitators	Registration with the QCTO		Facilitate Qualifications Development	Expert knowledge on QCTO qualifications development requirements	
Coaching Training	Accreditation with an ETQA		Career Guides	Knowledge and Experience in developing Career guides for various audiences using various forms of media	
Assessment	Competence in the relevant unit standard/s and registration with ETDPSETA		ISO 9001:2008 auditing	Registered SABS ISO 9001:2008 auditors	
Certification partners	Prior experience in SAQA regulated certification processes		Dispute resolution experts	Portfolio of services and clients	

Learning material evaluators	Accreditation with an ETQA		General Legal services	SETA knowledge, minimum 3 years' experience in public sector legal services, labour law expertise	
Moderation (organisation)	Competence in the relevant unit standard		Litigation	SETA knowledge, minimum 3 years' experience in public sector legal services, labour law expertise	
Moderation (individual)	Competence in the relevant unit standard		Conciliation, mitigation and arbitration	SETA knowledge, minimum 3 years' experience in public sector legal services, labour law expertise	
Monitoring and evaluation of programmes	Competence in the relevant unit standard		Contract drafting	SETA knowledge, minimum 3 years' experience in public sector legal services, labour law expertise	
Verification*	Competence in the relevant unit standard Prior experience		Stationery (including photocopy paper; excluding computer consumables)	N/A	
Long Term and Short term insurance services			Groceries (including cleaning products)	Delivery to the relevant W&RSETA offices	
Job Evaluation and Job Grading Consultants	Portfolio of services and clients		Computer Consumables (including toners, printer cartridges ,drum kits etc)	N/A	
Labour Evaluation Consultants/ Industrial Relations Specialists	Portfolio of services and clients		Mentors for small businesses	Experience and expertise in mentorship and small business development	
Organizational Development Specialists	Relevant OD Experience		IT Hardware / Software maintenance and repair	N/A	
Recruitment, Selection and Placement Agencies	Portfolio of services and clients		IT Hardware distributors (PC's, Notebooks, Printer, servers, backup devices)	N/A	
Credit Record Checking and Qualifications Verifications	Portfolio of services and clients		IT Software: Microsoft software packages: software (Office, Visio, Project, etc) , licenses	N/A	

Business process and Analyst specialists	Portfolio of services and clients		Software packages (Commercial Of The Shelf Software, antivirus)		
Payroll Outsourcing/ VIP Specialists (Premier Version)	Portfolio of services and clients			N/A	
Response Handling (Recruitment and Selection)	Portfolio of services and clients		Network cabling (IT, data and voice)	N/A	
Employee Assistance Program Services	Portfolio of services and clients		UPS vendors and maintenance	N/A	
Debt Counseling Services	Portfolio of services and clients		Data Backup Services	N/A	
Leadership Development Training	Accreditation with an ETQA		Telephony (including fax related services)	N/A	
Financial Literacy and Management Training	Accreditation with an ETQA		Software development	N/A	
Problem Solving and Decision Making Program	Accreditation with an ETQA		Receptionist Training and Office Etiquette	Accreditation with an ETQA	
Monitoring and Evaluation Program	Accreditation with an ETQA		Assertiveness Training	Accreditation with an ETQA	
Travel and Leisure Services	Accreditation with an ETQA		Typing Tutor	Accreditation with an ETQA	
Emotional Intelligence (EQ)	Accreditation with an ETQA		Supervisory Training	Accreditation with an ETQA	
Talent Management and Retention Program	Accreditation with an ETQA		Motivational Speakers and Public Speaking Services	Proof of experience and contactable references	
Commercial Property	Portfolio of services and clients		Strategic Planning Facilitation and Training	Portfolio of services and clients	
			Teambuilding	Portfolio of services and clients	

CONSULTANCY/PROFESSIONAL SERVICES

Description	Special Requirement	Applicable
Sector Liaison Officers <ul style="list-style-type: none"> • Verification and Monitoring of Implementation of Learning Programme's • Due Diligence visits 	Proof of experience and contactable references	
Independent Skills Development Facilitators <ul style="list-style-type: none"> • Assist SMME W&R Stakeholders with completion and submission of WSP/ ATR's 	Proof of experience and contactable references	
Quality Assuror <ul style="list-style-type: none"> • Quality Assurance of Learning Programmes 	Proof of experience and contactable references	
Project Management of ETD Projects	Proof of experience and contactable references	
External Moderation of Learning Programmes	Proof of experience and contactable references	

3. VENDOR INFORMATION FORM

Please complete this document accurately as the information contained herein is required for the following purposes:

- To support W&RSETA in the implementation of a system of preferences as required by the Preferential Procurement Policy Framework Act (No 5 of 2000).
- Failure to complete the form in full may result in the supplier not being considered for the awarding of any orders or contracts by the W&RSETA.

PLEASE COMPLETE ALL PAGES.

ORGANISATIONAL DETAIL (Mandatory Field)			
Organisation Registered Name			
Organisation Trading Name			
Postal Address			
Physical Address			
Telephone no			
E-mail address			
Fax number			
Company registration number			
Company practice number			
Company professional number			
Tax clearance certificate number			
VAT registration number			
Participation Capacity (please tick one)			
Consultancy	<input type="checkbox"/>	Supplier	<input type="checkbox"/>
Consortium Partner	<input type="checkbox"/>	Joint Venture Partner	<input type="checkbox"/>
Other (please specify)	<input type="checkbox"/>		<input type="checkbox"/>

Type of Organisation (please tick one)			
Sole Trader		Partnership	
Close Corporation		(Pty) Ltd	
Ltd		S(21) company	
Public entity			
Organisational Classification Detail			
Principal Business activities			
Business Sector			
Number of years the organisation has been in business			
Total number of employees			

The financial manager/ external auditor/ CEO/Accounting Officer (whichever is relevant to your type of business) needs to confirm the following:

The business/entity is:

(Please indicate on each of these. Failure to do so may invalidate your Supplier Database registration)	Yes	No
A going concern		
In a sound financial condition		
Have the financial and operational capacity to fulfil the contract requirements		

Full Names: _____

Signature: _____

Capacity: _____

4. DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer to offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid proposals). 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 supplier or his/ her authorised representation declare his/ her position in relation to the evaluating/ adjudicating authority where-

- the supplier is employed by the state; and/ or
- legal person on whose behalf the supplier 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 declaration 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 supplier or his or her representative:

2.2. Identity number:

2.3. Position occupied in the Company (Director, Trustee, Shareholder):

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, employees/ persal number must be indicated in paragraph 3 below.

“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 municipal or municipal entity;
- (c) Provincial legislature;
- (d) National Assembly or the national provinces; or
- (e) Parliament

“Shareholder” means a person who owns share in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise

Item	Question	Yes	No
2.7	Are you, or any person connected with the supplier presently employed by the state?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.7.1	If so, furnish particulars: Name of the person/ director/ trustee/ shareholder/ member		
	Name of state institution at which you or the person connected to the supplier 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 <input type="checkbox"/>	No <input type="checkbox"/>
2.7.2.1.	If yes, did you attach proof of such authority to the bid document? <u>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid)</u>		
2.7.2.2	If so, 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 <input type="checkbox"/>	No <input type="checkbox"/>
2.8.1	If so, furnish particulars:		
2.9	Do you, or any person connected with the supplier, 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 <input type="checkbox"/>	No <input type="checkbox"/>
2.9.1	If so, furnish particulars		
2.10	Are you, or any person connected with the supplier, aware of any relationship (family, friend, other) between any other supplier and any person employed by the state who may be involved with the evaluation and/ or adjudication of this bid?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
2.11.1	If so, furnish particulars		

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

Full Name	Identity Number	Personal TAX Ref: Number	State Employee Number

DECLARATION

I THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT 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 Supplier

5. DECLARATION OF PAST SCM Practices

This Standard Bidding Document must form part of all proposals/ quotations invited

1. This Standard Bidding Document must form part of all proposals/ quotation 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 supplier may be disregarded if that supplier, or any of it's directors have
 - a. Abused the institution's supply chain management system
 - b. Committed fraud or any improper conduct in relation to such system; or
 - c. Failed to perform to 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 supplier or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram rule was applied</i>)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1.	If so, furnish particulars:		
4.2.	Is the supplier or any of it's 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)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1.	If so, furnish particulars:		
4.3	Was the supplier or any of its directors convicted by a court of law, including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1.	If so, furnish particulars:		
4.4.	Was any contract between the supplier and any organ of state terminated during the past five years on account of failure to perform	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

I, the undersigned (Full name) _____ certify that the information furnished in this declaration for is true and correct. I accept that, in addition to the cancellation of a contract, action may be taken against me should this declaration prove to be false.

Signature: _____ Date: _____

Position: _____

Name of Supplier: _____

**6. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011
GENERAL CONDITIONS AND DEFINITIONS
80/20 RULE: Estimated Value up to R1, 000, 000 per Incident**

NB: BEFORE COMPLETING RELEVANT CLAIM FORMS, SUPPLIERS MUST CAREFULLY STUDY THE GENERAL CONDITIONS AND DEFINITIONS

1. GENERAL CONDITIONS

- 1.1 The preference point system is applicable to all Supplier Database registrations.
- 1.2 Failure on the part of a supplier to complete and sign a claim form may be interpreted to mean that preference points are not claimed.
- 1.3 W&RSETA reserves the right to require of a supplier, that he/she should substantiate any claim, in any manner required by W&RSETA.

2. GENERAL DEFINITIONS

The defined works and expressions commencing with capital letters, shall have the meanings hereby assigned to them unless such meanings are inconsistent with the context of a particular tender or contract:

- 2.1 “**Act**” means the Preferential Procurement Framework Act, 2000 (Act No 5 of 2000);
- 2.2 “**all applicable taxes**” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.3 “**Agent**” means a person mandated by another person (“the principal”) to do business for an on behalf of, or to represent in a business transaction, the principal, and thereby acquire rights for the principal against W&RSETA and incur obligations binding the principal in favour of W&RSETA;
- 2.4 “**B-BBEE**” means broad- based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.5 “**B-BBEE status level contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.6 “**Broad- Based Black Economic Empowerment Act**” means the Broad- Based Black Economic Empowerment Act, 2003 (Act no.53 of 2003);
- 2.7 “**Comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.8 “**Consortium or Joint Venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

- 2.9 “**Contract**” means the agreement that results from the acceptance of a tender by W&RSETA;
- 2.10 “**Disability**” means, in respect of a person, a permanent impairment of a physical intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being;
- 2.11 “**Firm price**” is the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and other duty, levy, or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.12 “**Historically Disadvantaged Individual (HDI)**” means a South African citizen –
- 2.12.1 who has no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993)(“the Interim Constitution”) and/or
- 2.12.2 who is a female; and/or
- 2.12.3 who has a disability.
- Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI.
- 2.13 “**Management**” in relation to an enterprise or business, means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name the person may be designated.
- 2.14 “**Non firm prices**” means all prices other than “firm” prices.
- 2.15 “**Person**” includes reference to a juristic person.
- 2.16 “**Rand value**” means the total estimated value of a contract in Rand denomination which is calculated at the time of tender invitations and includes all applicable taxes and excise duties.
- 2.17 “**Small, Medium and Micro Enterprises (SMME’s)**” bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No 102 of 1996).
- 2.18 “**Sub-contracting**” means the primary contractor’s assigning or leasing or making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.19 “**stipulated minimum threshold**” means that portion of local production and content as determined by the Department of Trade and Industry
- 2.20 “**Tender**” means a written offer or Supplier Database registration in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.
- 2.21 “**Trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

- 2.22 “Trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

THE 80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF SERVICE, WORKS OR GOODS UP TO A RAND VALUE OF R1, 000, 000

1. (a) The following formula must be used to calculate the points for price in respect of proposals (including price quotations) with a Rand value equal to, or above R30, 000 and up to a Rand value of R1, 000, 000 (all applicable taxes included):

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

Where

P _s	Points scored for competitive price of proposal or offer under consideration
P _t	Comparative price of proposal or offer under consideration; and
P _{min}	Competitive price of lowest acceptable proposal or offer

- (b) Organs of state may apply the formula in paragraph (a) for price quotations with a value less than R30, 000, if and when appropriate

2. Subject to sub-regulation (3), points must be awarded to a tenderer for attaining the B-BBEE status level contributor in accordance with the table below.

B_BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

3. A maximum of 20 points may be allocated in accordance with sub-regulation (2)
4. The points scored by a provider in respect of B-BBEE contribution contemplated in sub-regulation (2) must be added to the points scored for price as calculated in accordance with sub-regulation (1)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any supplier if that supplier, 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:

(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 Supplier)

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 supplier to sign this Certificate, and to submit the accompanying bid, on behalf of the supplier;
4. Each person whose signature appears on the accompanying bid has been authorized by the supplier to determine the terms of, and to sign the bid, on behalf of the supplier;
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 supplier, whether or not affiliated with the supplier, 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 supplier and/or is in the same line of business as the supplier

6. The supplier has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
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 supplier, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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 Supplier

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions:

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignee 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.	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.
	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.		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.
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.	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.
	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.	11. Insurance	10.2 Documents to be submitted by the supplier are specified in SCC.
	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.		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.
	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.	12. Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
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.	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;
			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.

	(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		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.
	(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:	16. Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
	(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		16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
	(b) in the event of termination of production of the spare parts:		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.
	(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and		16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
	(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.	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.
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.	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.
	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.	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.
	15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.	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.
	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.	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.
	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		21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
			21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
			21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

- supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-dumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

	may be due to him
25. Force Majeure	<p>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.</p> <p>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.</p>
26. Termination for insolvency	<p>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.</p>
27. Settlement of Disputes	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
28. Limitation of Liability	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(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</p>

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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