SUMMARY OF TENDER

1. Assignment:	Alexkor RMC JV Richtersveld Mining Company (RMC) Pooling and Sharing Joint Venture (PSJV) requires a suitably qualified and experienced companies to submit project proposal(s) for the mining of diamondiferous gravels from mid-water for a period of five (5) years
2. Name of the responsible unit:	Supply Chain Management (SCM)
3. Address for submitting the proposal(s) and other correspondence:	Alexkor RMC JV Richtersveld Mining Company (RMC) Joint Venture (JV) 1 Orange Road Alexander Bay
4. Telephone number:	(027) 831 8386
5. Email:	tenders@alexkor.co.za
6. Attention:	Mr. Khwezi Finini
7. Closing Date & Time for submission:	**02 October 2025 & 12h00 mid-day**
8. Proposal description:	A SUITABLY QUALIFIED AND EXPERIENCED COMPANIES TO SUBMIT PROJECT PROPOSALS FOR THE MINING OF DIAMONDIFEROUS GRAVEL FROM MID-WATER FOR A PERIOD OF FIVE (5) YEARS
9. Bid number:	ALEX RFP 06/2026
10. Non-compulsory online briefing session and physical	**Date: 23 September 2025** Time: 10h00 – 11h00 morning **Teams link (online)** **Meeting ID: 342 849 683 412 5** **Passcode: sw9C8h7Y**
10.1 Address	Alexkor RMC JV Mine 1 Orange Road Alexander Bay Northern Cape

1. BACKGROUND.

1.1. ALEXKOR RMC JV.

Alexkor SOC Limited Company, with Registration Number 1992/006368/30, was established in terms of the Alexkor RMC JV Limited Act, No. 116 of 1992, as amended by the Alexkor RMC JV Amendment Act, No. 29 of 2001. The Company is listed as a Schedule 2 public entity, wholly owned by the Government through the Minister of Public Enterprises as the Shareholder representative. The group comprises Alexkor SOC Limited, Rehabilitation trust and The Pooling Sharing Joint Venture, which is an unincorporated Joint Venture between Alexkor SOC Limited and Richtersveld Mining Community ("RMC") formed by the DoS (Deed of Settlement). The PSJV's operations are based in Alexander Bay and Port Nolloth, both in the Northern Cape Province and Alexkor SOC is based in Johannesburg.

The core business of the Company is the mining of alluvial diamonds on land, on beaches and in the sea along the north-west coast of South Africa. These activities are complemented by geology, exploration, ore reserve planning, and environmental management. The non-core business activities comprise of providing residential accommodations, township maintenance, guesthouses and a fuel station.

The selected companies will be responsible for conducting mining operations in compliance with all relevant laws, regulations and environmental standards.

1.2. Applicable Regulations.

Section 51 (1) (a) (ii) of the PFMA ("the Act") requires that the Accounting Officer of a Public Entity must ensure that the Public Entity has and maintains a system of Internal controls under the supervision and direction of the Audit Committee complying with and operating in accordance with regulations and instructions prescribed in terms of Section 76 and 77 of the Act.

Alexkor RMC JV is committed to contributing to socio-economic transformation in South Africa and will therefore be applying a preference system for BBBEE compliant in line with the Preferential Procurement Policy Framework Act, (Act No. 5) of 2011 and the Broad-Based Black Economic Empowerment Act, (Act No. 53) of 2013, Preferential Procurement Regulations.

Mine Health and Safety Act of 1996, National Environmental Management Act of 1998, Mineral and Petroleum Resources Development Act of 2002

2. GENERAL GUIDELINES.

Completed tender submissions should be hand delivered in a single sealed envelope and deposited in the Tender Box at Alexkor RMC JV RMC JV in Alexander Bay, Northern Cape, at the reflected address on page 1 of this document. All envelopes should be sealed and clearly marked.

All enquiries should be in writing and must be directed to: tenders@alexkor.co.za for attention of Mr. Khwezi Finini at Tel; (027) 831 8300. Enquiries will be allowed from the date of invitation until 25 September 2025, time 12h00 mid-day.

The enquiries will be consolidated and Alexkor RMC JV will issue one written response and such response will be emailed to all the bidders, within 3 days after the last day of enquiries.

2.1 Terms of Reference (ToR).

The purpose of this proposal is to appoint suitable qualified and experienced companies to submit project proposals for the mining of diamondiferous gravels from Mid Water for a period of five (5) years

2.2 Submission of Proposals.

2.2.1. The bid should be hand delivered or couriered to the address specified on page 1 of this document and it should be clearly marked as:

"MID-WATER MINING COMPANIES, BID NUMBER: ALEX RFP 06/2026"

2.2.2. The closing date for Submission of proposal is **02 October 2025, 12h00 mid-day**.
2.2.3. The tender box is only available for deposit of the proposal during working hours (08h00 to 16h00).
2.2.4. The proposal closing date, bidder name and the return address must be indicated on the envelope.
2.2.5. If a courier service company is used for delivery of the proposal response, the proposal description must be indicated on the delivery note/courier packaging and the courier must ensure that documents are placed/deposited into the tender box. Alexkor RMC JV will not be held responsible for any delays, where bid documents are handed to Alexkor RMC JV's receptionist.
2.2.6. Where a proposal response is not in the box at the time of the proposal closing, such a proposal document will be regarded as a late proposal. **It is Alexkor RMC JV's policy not to consider late proposal(s) for evaluation.**

Bidders are requested to submit one original of the proposal and 1(one) copy of the proposal. No email responses will be considered.

2.3.7 Bidders should adhere to the following;

2.3.7.1.1 No costs have been prescribed for the Proposal Document.
2.3.7.2 If the proposal does not include all the required information, the proposal will be considered invalid.
2.3.7.3 The proposal will be valid for a period of hundred and twenty (120) days from the date of submission.

2.3 Infrastructure.

It is expected that bidders will be able to provide basic facilities, systems and capital equipment needed for effective and efficient delivery of the services/projects without any upfront payment by Alexkor RMC JV.

2.4 Costs to be borne by the Company.

All expenses incurred by the bidders in any way associated with the development, preparation and submission of responses and providing any additional information required by Alexkor RMC JV, will be borne entirely and exclusively by the company.

2.5 No Legal Relationship.

No binding legal relationship will exist between any of the bidders and Alexkor RMC JV until the execution of a signed Service Level Agreement (SLA). The Terms of Reference (ToR) document will form part of any such contract or arrangement.

2.6 Evaluation of the proposals.

Each bidder acknowledges and accepts that Alexkor RMC JV may, at its absolute discretion, apply selection criteria specified in this document for the evaluation of proposals for short listing/selecting the eligible bidder(s).

3. INSTRUCTIONS FOR PROPOSALS

3.1 Format of your Proposal

The proposal should be presented in two sections i.e. Administrative compliance documents and Technical Proposal. Each section should be contained in two (2) separate envelopes both of which should be contained the single sealed outer envelope. All the envelopes should be clearly marked as indicated in 2.2.1.

3.1.1 Technical Proposal format.

Bidders are at liberty to structure their proposal according to any format, as long as it covers all areas specified in this RFP.

3.1.2 Technical Approach

The bidders should adhere to the Terms of Reference. Bidders must at a minimum cover the following requirements as part of their submission.

3.2 Experience
3.2.1 Company Experience

3.2.1.1 Bidders are required to provide proof that they have performed similar services before.

4. SCOPE OF SERVICE/WORK: MID-WATER MINING

The PSJV is inviting proposals for the extraction of diamondiferous gravels from the mid water seabed within specific offshore concessions, as shown in **Annexure A:** Concession Map.

The mining operations for this tender will take place in the portions of the concessions A and B, that fall between 10 – 25 meters below sea level and operations will not be permitted exceeding 25 meters. The vessel operations can use either a mechanical method or be diver based.

The selected companies will be responsible for the execution of all mining operations in strict compliance with all relevant laws, regulations, and environmental standards.

4.1. Eligibility Requirements
To be considered for this tender, interested parties must meet the following criteria:

- Experience: A strong track record and demonstrated experience in mid-water mining, preferably in the extraction of diamondiferous gravel.
- Mining Equipment: Provide detailed specifications for the mining equipment you propose to use.
- Resources: Necessary resources, including the right equipment, skilled personnel, and expertise to carry out the proposed mining activities.
- Planning & Techniques: Develop and implement appropriate mining plans and techniques for mid water operations.
- Survey & Extraction: Conduct surveys to locate diamondiferous gravel and then use the appropriate equipment and technologies to extract them.
- Compliance: Full compliance with all applicable acts including as MPRDA, SAMSA, MHSA, and OHSA, as well as all PSJV policies and procedures (Environmental, Safety and Security).
- Safety & Security: Proposal must include the security standards and measures you will use for all exploration and mining activities.
- Monitoring & Reporting: Continuously monitor and report on all exploration and mining activities.

5. STANDARD REQUIREMENTS OF THE PROPOSAL.

5.1 Disclosures.

5.1.1 The bidder must disclose:

- If they are or have been the subject of any proceedings relating to bankruptcy/insolvency.
- If they have been convicted of, or are the subject of any proceedings, relating to:
- A criminal offence or other offence, involving the activities of a criminal nature in its organization or found by any regulator or professional body to have committed professional misconduct.
- Corruption, including the offer or receipt of any incentive of any kind in relation to obtaining any contract with any contracting authority.
- Failure to fulfill any obligation in any jurisdiction relating to the payment of taxes and other legal obligations.
- Any other information that is relevant.

5.1.2. A bidder or related company or any individual must disclose details of any previous misconduct or complaint, after which Alexkor RMC JV will seek an explanation and background details. At the sole discretion of Alexkor RMC JV, an assessment as to whether the bidder will be allowed to continue to the next phase of the evaluation phase will be made.

5.1.3 Disclosure extends to any company in the same group of the bidder, including but not limited to parent, subsidiary and related parties, companies with common shareholders (whether director or indirect) and parties with whom the bidder is associated in respect of this tender.

5.2 Disclaimer

Alexkor RMC JV reserves the right to not appoint a service provider and to:

- Award the contract or any part thereof to one or more service providers;
- Reject all the proposals;
- Decline to consider any proposal, that do not conform to any aspect of the bidding

requirements;
- Request further information from any bidder after the closing date for clarity purposes;
- Cancel this proposal or any part thereof at any time; and
- Should any of the above occur, it will be communicated in writing to all the bidders.

5.3 Confidentiality.

- Proposals submitted will not be disclosed to any other bidders
- All information pertaining to Alexkor RMC JV obtained by the bidder as a result of participation in this RFP is confidential.

5.4 Disqualification.

Any form of canvassing/lobbying/influence regarding the short listing will result in disqualification.

6. EVALUATION CRITERIA.

Bids will be evaluated in two (2) stages

Stage 1-Administrative Compliance.

This entails initial screening of proposals received at close of the bid. During this phase, bid responses are registered to ascertain the number of bid responses received before the closing date and time and to verify if the bidders submitted all the mandatory requirements.

This tender scope document provides an overview of the requirements and expectations for marine mining in Alexander Bay, Northern Cape. Interested companies are encouraged to carefully review the tender documentation and submit their proposals accordingly.

The following **mandatory/compulsory** documents must be submitted for the first phase of evaluation, failure to submit the mandatory documents as listed below will result in ***disqualification***:

- Valid Tax Clearance Certificate and SARS pin
- Valid BBBEE Certificate.
- All the SBD (Standard Bid Document) forms must be fully completed and signed.
- Copy of the Company registration certificate.
- Company profile.
- Central Supplier Database (CSD) registration documents not **older than 1 month.**

Stage 2-Technical/Functionality Assessment.

This evaluation will be based on the responses using the functional assessment that is previous experience, expertise and technical approach.

The bidder must score at least 60 points or more out of 100 points on technical/functionality assessment to qualify for appointment.

Bid Evaluation Criteria	Mark	Breakdown	Score	Description
Working Capital ZAR	**25**	10		Proof of working capital of no less than 3 months in the form of letter of sponsorship, bank guarantee or bank loan and:
		15		Audited Annual Financial Statements not older than 1 year.
Production Capacity	**20**			
		5		Equipment List for the Mid Water mining
		10		Proof of ownership/lease agreement/letter of intent to lease the equipment
		5		Staff compliment with Organogram
Proven Track Record	**35**			
		5		Reference letter/s from PSJV or other Mining operation on a Letter Head (the reference letter must be signed) for mid-water
		5		Demonstrate company experience in Mid Water mining in the form of a company profile with minimum of 2 years
		5		Demonstrate staff experience in Mid Water mining with minimum of 2 years, CV's and proof of qualifications for the key operational leads must be submitted
		15		Operational plan:
			10	- projected cash flow statement for the next 12 months
			5	- projected production timelines
		5		Production Plan - indicate exploration, mining, environmental, security, health and safety plans.
Commitment to Compliance	**5**			Submit signed pledge to adhere to Alexkor RMC PSJV policies and procedures) (**Annexure B**)
Police clearance certificate	**10**	10		Valid Police Clearance Certificate of the directors from Alexkor/third party service providers/SAPS
		5		Proof of application for Police Clearance of the directors
Local Development	***5***			
		3		***Supplier Development/Corporate Social Investment(CSI) allocation***
				Commit to using local suppliers within reason(on a company/bidder Letter Head)
		2		**Skills transfer with an emphasis on previously disadvantaged demographics.**
				Commit to mentorship of Richtersvelders in Mid Water mining(On a Company/Bidder Letter Head)
Total	**100 points**			**Minimum score 60 points**

7. REQUIREMENTS PRIOR TO CONTRACT AWARD.

The following requirements must be met prior to a contract award being made to the successful companies. Should a successful company not respond positively to Alexkor RMC JV's written notification of award within 7 working days of delivery of such request.

8. VALIDITY.

A proposal shall remain valid for one hundred and twenty (120) days after the closing date of the submission of the proposal(s).

9. SIGNATORIES.

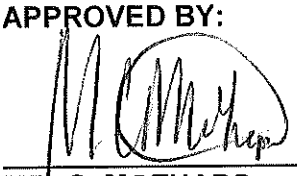
All responses to this RFP should be signed off by the signatories of the bidder.

10. SPECIAL TERMS AND CONDITIONS.

- Alexkor RMC JV reserves the right to accept or reject any submission in full or in part, and to suspend this process and reject all proposals or part thereof, at any time prior to the awarding of the bidder.
- This proposal(s) will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the PFMA.
- Alexkor RMC JV is the sole adjudicator of the proposal and the decisions in this regard will be final.
- The Annexures are part of the proposal documentation and must be signed by the bidder and attach to the proposal(s) document.
- The team must be a reflection of the demographics of South Africa.

END OF THE SPECIFICATON

APPROVED BY:

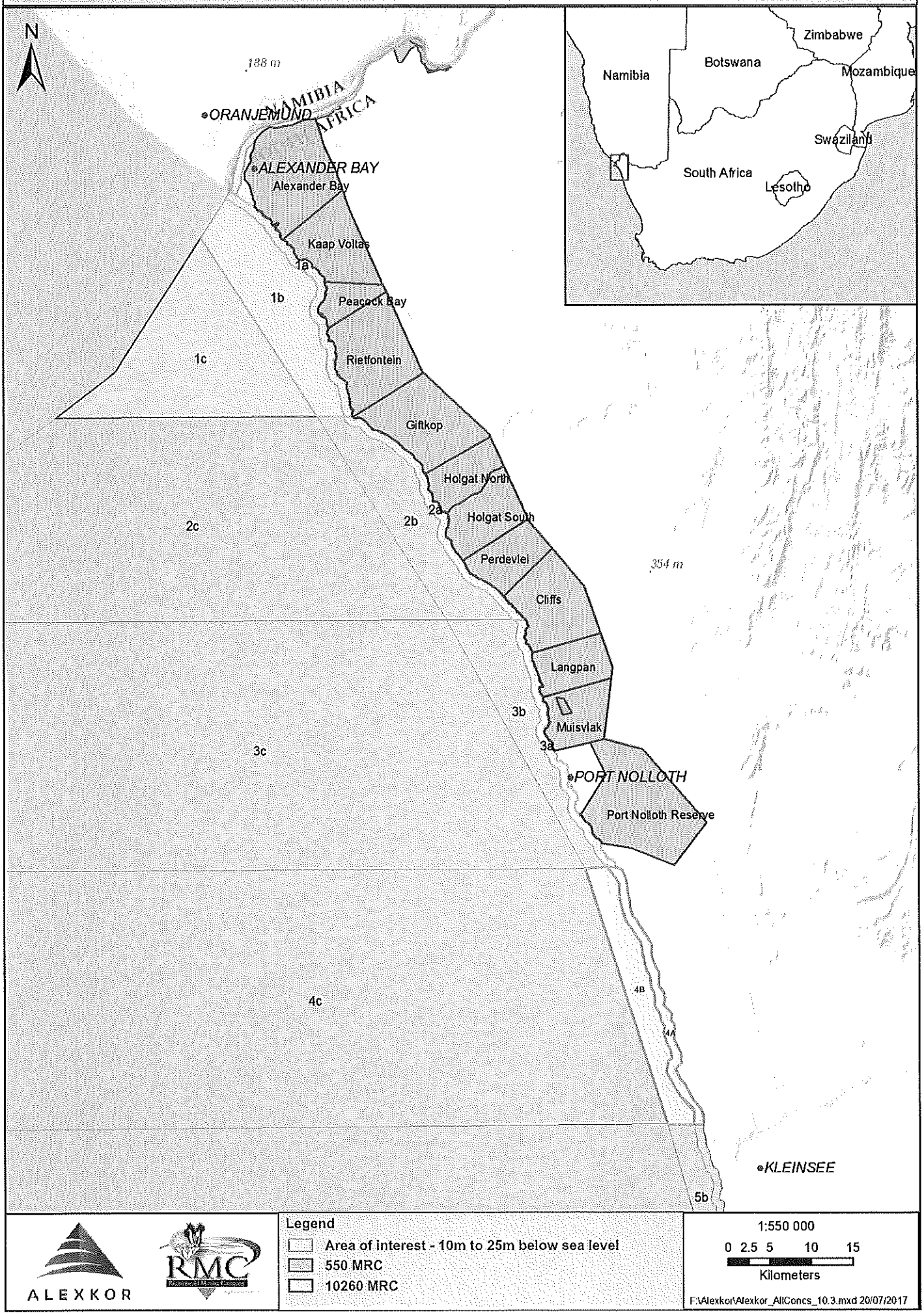


MR. G. MOTHAPO
GENERAL MINE MANAGER

DATE: 2025/09/18

Annexure A

Alexkor RMC JV Concessions



ALEXKOR

RMC

Legend

- Area of interest - 10m to 25m below sea level
- 550 MRC
- 10260 MRC

1:550 000

0 2.5 5 10 15

Kilometers

F:\Alexkor\Alexkor_AllConcs_10.3.mxd 20/07/2017

ALEXKOR
SOC LIMITED
(Reg. No. 1992/006368/30)
Incorporated by Act No 116 of 1992

ALEXKOR RMC JV
Orange Road
Private Bag X5
ALEXANDER BAY
8290

Tel. : +27 (027) 831 8300
Fax : +27 (027) 831 1910

RMC Richtersveld Mining Company
(Reg. No. 2006/034807/07)

ANNEXURE B

Commitment to Adhere to PSJV Policies and Procedures

1. Introduction

This document serves as a formal commitment from

..... (hereinafter referred to as "the Bidder") to adhere to all policies and procedures established by the PSJV (hereinafter referred to as "the Joint Venture") in the event that the Bidder is awarded the mining contract.

2. Acknowledgment of Policies and Procedures

The Bidder acknowledges that it has received, reviewed, and understands the PSJV's policies and procedures, which includes but are not limited to:

- Health and Safety Regulations
- Environmental Management Policies
- Code of Conduct and Ethics
- Operational Procedures
- Reporting and Compliance Requirements

3. Commitment to Compliance

In the event that the Bidder is awarded the mining contract, the Bidder commits to:

- Fully comply with all PSJV policies and procedures throughout the duration of the contract.

Directors: Ms. D Peta (Chairperson), Prof. T Fowler, Ms. B Ngxishe, Mr. H De Wee, Ms. A Joseph, Mr. R Thomas
Company Secretary: L Peacock

- Ensure that all employees, subcontractors, and agents engaged in the project are informed of and adhere to the PSJV's policies and procedures.

- Participate in any required training or orientation sessions provided by the PSJV to ensure understanding and compliance with the established policies.

- Report any violations or concerns regarding compliance with PSJV policies and procedures to the appropriate PSJV representatives in a timely manner.

4. Consequences of Non-Compliance

The Bidder understands that failure to adhere to the PSJV's policies and procedures may result in:

- Immediate corrective action, including but not limited to suspension or termination of the contract.

- Legal action as deemed necessary by the PSJV to protect its interests and ensure compliance.

5. Acceptance of Terms

By signing below, the Bidder confirms its commitment to adhere to all PSJV policies and procedures as outlined in this document.

Bidder Name: _____

Authorized Representative:

Title: _____

Signature: _____

Date: _____

ALEXKOR
SOC LIMITED
(Reg. No. 1992/006368/30)
Incorporated by Act No 116 of 1992

ALEXKOR RMC JV
Orange Road
Private Bag X5
ALEXANDER BAY
8290

Tel. : +27 (027) 831 8300
Fax : +27 (027) 831 1910

RMC
Richtersveld Mining Company
(Reg. No. 2006/034807/07)

6. Contact Information

For any questions or clarifications regarding this commitment, please contact:

PSJV Representative: Khwezi Finini

Title: Supply Chain Manager

Email: fininik@alexkor.co.za

Phone: 027 831 8353

Directors: Ms. D Peta (Chairperson), Prof. T Fowler, Ms. B Ngxishe, Mr. H De Wee, Ms. A Joseph, Mr. R Thomas
Company Secretary: L Peacock

ANNEXURE C **ALEX RFP 06/2026**

BID SUBMISSION CHECKLIST-

Name of the Bidder/Company:			
Item/No.	**Description**	**Yes**	**No**
1.	Please indicate below if whether the SBD (Standard Bidding Document) Forms are duly completed and signed by the relevant person:		
1.1	SBD 1		
1.2	SBD 4		
1.3	General Conditions of Contract (GCC), Please accept by signing and ***initial on each page***		
2.	**Compulsory Requirements/Documents**		
2.1	Please indicate as to whether the following documents/certificates have been attached?		
2.1.2	A Valid Tax Clearance Certificate		
2.1.3	Valid BBBEE Certificate		

2.1.4	All the SBD forms must be fully Completed signed.		
2.1.5	Copy of the Company registration.		
2.1.6	Copy of CSD (central supplier database) registration documents (**not older than 1 month**).		
2.1.7	Company profile		
3	Please indicate as to whether the following documents/certificates have been attached?		
3.1	Provide contactable letters of reference for similar services provided before		
3.2	Submit signed pledge to adhere to Alexkor RMC PSJV policies and procedures		

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

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

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		**OR** CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		
	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	A REGISTERED AUDITOR
		NAME:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
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 PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE (ALL INCLUSIVE)**	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. **BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**

1.4. **WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 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 consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 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.

3.5 There have been no consultations, communications, agreements or

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2 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.

arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

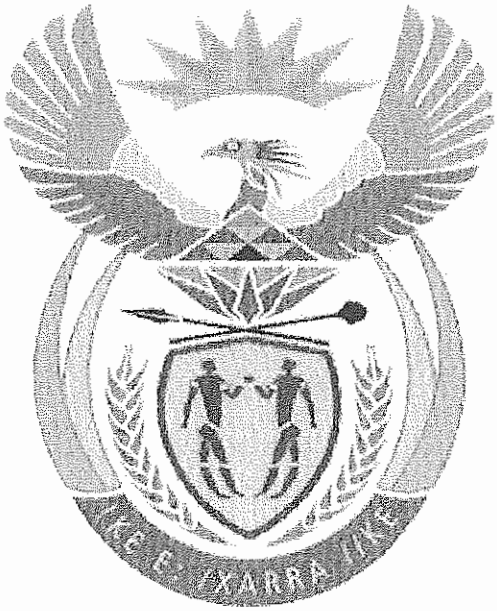
3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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 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 Soutb 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 of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment 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 contracts 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 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

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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