Castle Control Board
Castle of Good Hope
Cnr Castle & Darling Str
Cape Town, 8001

021 461 4676
procurement@castleofgoodhope.co.za

REQUEST FOR QUOTATION

REFERENCE NUMBER:	CCB2026/11/02	
SERVICES NEEDED:	Gardening services	
CLOSING DATE: **CLOSING TIME:**	07 December 2026 10h00	
EVALUATION CRITERIA:	80/20 Preference Point System	
ENQUIRIES:	Bidding Procedures	Technical -related
	Ms. Deidre Hartzenberg procurement@castleofgoodhope.co.za	Mr. Derek Williams finance@castleofgoodhope.co.za

PROPOSAL SUBMITTED BY:

NAME OF COMPANY	
PHYSICAL ADDRESS	
CSD NUMBER	
Contact details (email)	
Contact person Cell phone number	
Contact person name	

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1 BACKGROUND

The Castle Control Board (CCB) seeks to appoint a reputable, experienced gardening services for the assistance in maintaining the appearance of the heritage site the Castle of Good Hope.

-

2 PURPOSE

The purpose of these Terms of Reference (TOR) is to appoint a suitably qualified and experienced service provider to provide comprehensive gardening and landscaping services for the maintenance of the Castle of Good Hope. The services include grass cutting, lawn rehabilitation, pruning and trimming of vegetation, weed control, tree maintenance, and the removal of invasive plants and unwanted vegetation. These services are essential to enhancing the aesthetic appearance of the heritage site.

3 DEFINITIONS

3.1 **CoCT** refers to the City of Cape Town Metropolitan Municipality

3.2 **CGH** refers to Castle of Good Hope

3.3 **CCB** refers to Castle Control Board

3.4 **DoD** refers to the Department of Defence

3.5 **MoD MV** refers to the Minister of Defence and Military Veterans

3.6 **PC** refers to Personal Computer

3.7 **SLA** means Service Level Agreement, which is a contract that defines the level of service expected from the service provider

3.8 **VAT** refers to Value Added Tax

3.9 **GCC** refers to General Conditions of Contract

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4 LEGISLATIVE FRAMEWORK OF THE BID

4.1 Tax Legislation

Bidders must be compliant when submitting a proposal to CCB and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and the Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.

The Tax Compliance status requirements are also applicable to foreign bidders who wish to submit bids.

Bidders must provide written confirmation when submitting this bid that SARS may, on an ongoing basis during the tenure of the contract, disclose the bidder's tax compliance status; by submitting this bid, such confirmation is deemed granted.

Bidders are required to be registered on the Central Supplier Database, and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database, and their tax compliance status will be verified (must also be tax compliant) through the Central Supplier Database

4.2 Procurement Legislation

The CCB has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

4.3 Technical Legislation and/or Standards

Bidders should be cognisant of the legislation and/or standards specifically applicable to the provision of professional services.

4.4 Sub-contracting

Bidders intending to engage sub-contractors must ensure that each sub-contractor also submits all documents required from the primary bidder. In addition, bidders must clearly declare the percentage of work each subcontractor will perform.

4.5 POPIA Clause

Bidders and the CCB shall comply with the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) ("POPIA") and shall ensure that all personal information is processed lawfully, securely, and only for the purposes of performing the contracted services.

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5 COMPULSORY BRIEFING SESSION

There will be a compulsory briefing session. It will be on the 25 November at 10h00

6 TIMELINE OF THE BID PROCESS

6.1 The period of validity of this bid and the withdrawal of offers, after the closing date and time, is **90** days. The project timeframes of this bid are set out below:

Activity	**RFQ**
Advertisement of bid on Government e-Tender Portal/ CCB Website	20 November 2026
Bid documents will be accessed from the CCB website:	20 November 2026
Bid closing date and time	07 December 2026 at 10H00

6.2 All dates and times in this bid are South African standard time.

6.3 Any time or date in this bid is subject to change at the CCB's discretion.

6.4 The establishment of a time or date in this bid does not create an obligation on the part of CCB to take any action or create any right in any way for any bidder to demand that any action be taken on the date established.

6.5 The bidder accepts that, if CCB extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

7 CONTACT AND COMMUNICATION

7.1 A nominated official of the bidder(s) can make enquiries in writing to Ms Deidre Hartzenberg via email at procurement@castleofgoodhope.co.za and Mr. Derek Williams at finance@castleofgoodhope.co.za and/or by phone at 021 461 4676. Bidders must limit all telephonic enquiries to written enquiries sent to the email addresses above.

7.2 The CCB reserves the right to disqualify any bidder that contacts or engages any other CCB employee except the ones indicated above on matters/enquiries/questions related to this tender.

7.3 The delegated official at CCB may communicate with the bidder(s) where clarity is sought in the bid proposal.

7.4 Any communication with an official or a person acting in an advisory capacity for CCB in respect of the bid between the closing date and the award of the bid by the bidder(s) is discouraged.

7.5 All communication between the bidder(s) and CCB must be done in writing.

7.6 Whilst all due care has been taken in connection with the preparation of this bid, CCB makes no representations or warranties that the content of the bid or any information communicated to or provided to the bidder(s) during the bidding process is, or will be, accurate, current, or complete. CCB and its employees and advisors will not be liable for any information communicated that may not be accurate, current, or complete.

7.7 If any bidder(s) find(s) or reasonably believe(s) that any discrepancy, ambiguity, error or inconsistency has been found in this bid or in any other information provided by CCB (other than minor clerical matters), the bidder(s) must promptly notify CCB in writing of such discrepancy, ambiguity, error, or inconsistency to allow CCB to consider what corrective action is necessary (if any).

7.8 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by CCB will, if possible, be corrected and provided to all bidder(s) via CCB website, without attribution to the bidder(s) who provided the written notice.

7.9 All people (including bidder(s) obtaining or receiving the bid and any other information in connection with the bid of the tendering process) must keep the contents of the bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

8 LATE BIDS

Bids received after the closing date and time, at the email address indicated in the bid documents, will not be accepted for consideration and, where practicable, will be returned unopened to the bidder(s).

9 COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders or qualifying any bid conditions may result in the invalidation of such proposals.

10 FRONTING

11.1. CCB supports the spirit of broad-based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, CCB condemns any form of fronting.

11.2. CCB, in ensuring that bidders honestly conduct themselves, will, as part of the bid evaluation process, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the quotations. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such an enquiry/investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so within a period of (14) fourteen days from the date of notification may invalidate the bid/contract. They may also result in restricting the bidder/contractor from conducting business with the public sector for a period not exceeding (10) ten years, in addition to any other remedies CCB may have against the bidder/contractor concerned.

11 SUPPLIER DUE DILIGENCE

11.1 CCB reserves the right to conduct supplier due diligence before final award or at any time during the contract period.

11.2 CCB reserves the right to request presentations/ demonstrations from the short-listed bidders as part of the bid process.

12 SUBMISSION OF PROPOSALS

12.1 Bidders must submit documents on or before the closing date and time, either by:

Hand / Courier:

The Castle of Good Hope, Corner Castle & Darling Street, Cape Town, 8001

OR

Postal services:

Castle Control Board
P.O Box 1
Cape Town
8000

NB: Bidders must ensure their bids reach the CCB on or before the closing date and time. Bids received after the closing date and time will not be accepted.
Bids sent through postal services must reach the CCB Post Box on the 03 December 2026.

12.2 All bids must be submitted in hard copy in a sealed envelope and secure package. All bids must have the reference **CCB 2026/11/02.** The tender box will be placed at the Castle of Good Hope reception. The tender box will be open daily from 09h30 to 16h00. On the closing day submissions will be received until closing time of 10h00.

12.3 All bids must be submitted in three files. In each file there must be one original and one copy. The information must be submitted the following order:

File 1 – Technical File (place in the order of Table 1; refer to 16.1

- **Prequalification documents (Stage 0 pre-qualification criteria)-*refer to 16.1***
- **Prequalification checklist table (tick the box)**

File 2- Functionality Criteria (place in the order of Table 2; refer 16.2

File 3 – Price and Preference Points Claims

- **Pricing Schedule and preference point claims- *refer to 16.2.***
- **Detailed Quotation**

12.4 Bid documents will only be considered if received by CCB before the closing date and time.

12.5 Bidders are required to submit, **before or on 07 December 2026 at 10H00**, the following:

12.5.1 The comprehensive proposal must outline the bidder's understanding of the brief and show evidence of the ability to meet the scope requirements and all expected deliverables.

12.5.2 All necessary proof of meeting the competency and expertise requirements.
12.5.3 Rate structure in response to the Gardening services
12.5.4 All pre-qualification documents.

13 DURATION OF CONTRACT

Once-off

14 DELIVERY TIMEFRAME

The bidders shall deliver the products/services 20 days after receiving the appointment letter and purchase order.

15 PAYMENT TERMS

CCB will make payment within **thirty (30) calendar days** of receiving a valid tax invoice from the bidder.

16 SCOPE OF WORK

16.1 The bidder must provide the following:

The bidder shall provide all labor, equipment, tools, transport, supervision and disposal services necessary to complete the works.

- **Lawn Rehabilitation**
  Rehabilitate lawn areas by removing weeds, invasive vegetation, debris, and any unsuitable material. Prepare and improve the soil through levelling, cultivation, and the addition of topsoil or soil conditioners where required. Supply and install new lawn turf or seed to achieve full and even coverage. Apply appropriate fertilisers and irrigation to promote healthy growth, and provide ongoing maintenance, including watering, mowing, weed control, and replacement of failed sections, until the lawn is fully established and in a healthy condition.

- **Grass Cutting**
  Cut all grassed areas to a uniform height of **30–50 mm** using suitable mowing equipment. Trim and neaten all lawn edges, around trees, pathways, kerbs, fences, structures, and other obstacles to provide a well-maintained appearance. Collect and remove all grass clippings, cuttings, and related debris from the site immediately after mowing. Leave the area clean, tidy, and free of obstructions, with no damage to existing landscaping, infrastructure, or property.

.

- **Tree Trimming**
  Trim and prune designated trees to remove dead, diseased, damaged, overgrown, or obstructive branches. Shape and maintain trees to improve appearance, health, and safety while preserving the structural integrity of the tree. Collect, remove, and legally dispose of all cut branches, leaves, and other debris, leaving the work area clean and free of obstructions**.**

- **Removal of Trees from Exterior Walls**
  Carefully remove all trees, shrubs, creepers, roots, and other vegetation growing on, against, or within exterior walls, fences, and related structures. All work shall be carried out using appropriate methods and equipment to prevent damage to walls, plaster, paintwork, waterproofing, brickwork, and other structural elements. Remove accessible roots and root systems to inhibit regrowth and apply an approved herbicide where necessary. Collect, remove, and legally dispose of all vegetation, roots, and associated debris, leaving the area clean, neat, and free from any obstruction or residual plant material.

- **Tree Killing and Prevention of Regrowth of exterior walls**
  Treat all cut tree stumps, exposed roots, and regrowth using an approved **herbicide/arboricide** applied in accordance with the manufacturer's specifications and applicable environmental regulations. The treatment shall be aimed at effectively killing the root system and preventing re-sprouting or regrowth. The bidders shall monitor treated areas and carry out follow-up applications where necessary to ensure complete eradication of the vegetation. All chemicals shall be handled and applied by suitably trained personnel, and all work shall be undertaken in a manner that safeguards surrounding vegetation, infrastructure, and the environment.

- **Reed Removal from Moat**
  Remove all reeds, aquatic vegetation, roots, rhizomes, and associated debris from the moat to restore water flow, improve appearance, and prevent regrowth. Removal shall include the extraction of root systems and underground plant material where accessible to ensure effective control of reed infestation. The bidder shall take all necessary precautions to avoid damage to surrounding infrastructure, embankments, and the natural environment during the execution of the works. All removed vegetation, sediment, and debris shall be collected, transported, and disposed of at an approved waste disposal facility in accordance with applicable environmental regulations. Upon completion, the moat shall be left clean, free of obstructions, and in a neat and serviceable condition.

17 PRICING MODEL

17.1 Bidders must fill in the “Pricing Schedule” as supplied in this bid documentation.

17.2 Bidders must submit a separate comprehensive list of all costs for all possible charges, those included and not included on the supplied schedule, for the service level agreement.

17.3 Failure to price all the above-mentioned products will result in

Pricing Schedule
(Goods and services)

Ref Number: CCB2026/11/02 Closing Time: 10H00 on 07 December 2026

Name of bidder: _____

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF THE BID.

1. BIDDERS MUST SUBMIT A SEPARATE COMPREHENSIVE LIST OF ALL COSTS FOR ALL POSSIBLE CHARGES
2. FAILURE TO PRICE ALL THE LISTED PRODUCTS WILL RESULT IN DISQUALIFICATION.

ITEM NO.	PRODUCT/ SERVICES	Description	Quantity	Unit price	Total
1.	Gardening services	Lawn Rehabilitation of front and rear courtyard			
2	Gardening services	Grass Cutting of entire site			
3	Gardening services	Tree Trimming of entire site			
4	Gardening services	Removal of trees from exterior walls			
5	Gardening services	Tree killing and prevention of regrowth of exterior walls			
6	Gardening services	Reed Removal of the moat			
Sub-Total					
Vat					
Total					

Enquiries may be directed as follows:

Regarding bidding procedures:

Castle Control Board
Castle of Good Hope
Cnr Castle and Darling Str
Cape Town
8001

Deidre Hartzenberg
Tel: +27-21-461 4676
Email: procurement@castleofgoodhope.co.za

For technical information:

Castle Control Board
Castle of Good Hope
Cnr Castle and Darling Str
Cape Town
8001

Derek Williams
+27-21-461 4676
Email: finance@castleofgoodhope.co.za

18 EVALUATION AND SELECTION CRITERIA

CCB has set minimum standards (Gates) that a bidder needs to meet to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria **(Gate 0)**	Functionality Criteria **(Gate 1)**	Price and Specific Goals **(Gate 2)**
Bidders must submit all documents as outlined in **(Table 1)** below. Only bidders that comply with ALL these criteria shall proceed to Gate 1.	Bidder(s) are required to achieve a minimum of **70** points out of 100 points to proceed to Gate 2 (Price and Specific Goals).	Bidders who successfully met gate1 minimum requirements will be evaluated on price and specific goals.

18.1 Gate 0: Prequalification

18.1.1 The bidders must return the documents listed in **Table 1 below**.

18.1.2 All documents must be completed and signed by the duly authorized representative of the prospective bidders.

18.1.3 During this phase, Bidders' responses will be evaluated based on compliance with the listed administration, using the Central Supplier Database (CSD), and mandatory bid requirements.

18.1.4 The bidders' proposals may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for pre-qualification

Document that must be submitted	Non-submission may result in disqualification.	
1. SBD 1 -Invitation to Bid	**YES**	Attach the RFQ document of CCB
2. SARS Tax Compliance States	**YES**	a. CCB transacts with service providers that have a compliant tax status. b. CCB makes use of the CSD report to verify the tax status of suppliers. Please ensure that your tax business is in good order with SARS. c. CCB does not transact with service providers with non-compliant tax status.
3. Pricing Schedule	**YES**	Complete the supplied pro forma document.
3.1 Detailed quotation	**YES**	Attach a detailed quotation.
4. SBD 4 -Bidder's Declaration of Interest	**YES**	Complete and sign the supplied pro forma document.
5. SBD 6.1 -Preference Points Claim Form in terms of Preferential Procurement Regulations, 2022	**YES**	Complete and sign the supplied pro forma document. Failure to submit will result in a zero (0) score on Specific Goals.
6 Central Supplier Database (CSD) Report	**Yes**	Attach document
7 Company Registration Certificate	**Yes**	Attach document
8 B-BBEE Certificate or Sworn Affidavit	**Yes**	Attach document
9 Proof of Banking details	**Yes**	Attach document

Checklist must be completed with a tick

Documents that must be attached	Bidders tick here	CCB validation
1. SBD 1 -Invitation to Bid		
2. SARS Tax Compliance Status		
3. Pricing Schedule		
3.1 Detailed quotation		
4. SBD 4 -Bidder's Declaration of interest		
5. SBD 6.1 -Preference Points Claim Form in terms of Preferential Procurement Regulations, 2022		
6 Central Supplier Database (CSD) Report		
7 Company Registration Certificate		
8 B-BBEE Certificate or Sworn Affidavit		
9 Proof **of banking details**		

18.2 **Gate 1**: **Functionality Criteria**

18.2.1 Bidders must score **70 points** to proceed to Gate 2.

18.2.2 Bidders must reference their submission alongside the functionality criteria in Column [reference in pack].

Criterion Element	**Weight**	**Reference in pack**
Track Record and Relevant Experience: Submission of a minimum of three (3) signed reference letters on client letterheads for commercial lawn installation, gardening, sports turf, or heritage landscaping projects completed within the last five (5) years. Reference letters must confirm successful project completion and include client contact details for verification. Demonstrated experience in projects of similar scope and complexity will be considered during evaluation. **Excellent** (Three (3) or more reference letters demonstrating successful completion of projects of a similar nature, scope, and complexity. **20points**) **Adequate** (Two (2) reference letters demonstrating relevant experience on similar projects. **10 points**) **Poor** (One (1) reference letter demonstrating some experience on similar projects.**5 points**) **Non-compliant** (No reference letters submitted, or references provided do not demonstrate relevant experience in similar project. **0 Points**)	**20**	

Key Personnel Requirement: The bidder shall submit the CV and certified qualifications of a suitably qualified Horticulturist, Landscaper, Gardener, Herbicide Applicator, or Turf Manager, who will be responsible for the overall supervision and quality control of the project. The nominated individual must hold a minimum Certificate or Diploma in Horticulture, Landscaping, Turf Grass Management, or a related field. As vegetation management, lawn rehabilitation, and herbicide application are critical to the successful delivery of this contract, proof of competency and relevant experience in these disciplines is mandatory. All certificates, qualifications, and supporting documentation shall be current, valid, and submitted with the bid. . **Excellent** (CV submitted with certified qualification (Certificate/Diploma or higher) in Horticulture, Landscaping, Turf Grass Management or related field, plus extensive relevant experience and proof of competency in vegetation management, lawn rehabilitation and herbicide application. **20 points)** **Adequate** (CV submitted with certified qualification and relevant experience, but limited supporting evidence of competency in some required disciplines. **10 Points)** **Poor** (CV submitted, but qualifications, experience, or supporting documentation are insufficient or only partially meet the requirements. **5 points)** **Non-compliant** (No CV submitted, qualifications not relevant, certificates not certified/current, or mandatory proof of competency not provided. **0 Points)**	**20**	
Methodology/Project Implementation Plan **The bidder shall submit a detailed Project Implementation Plan outlining the methodology, resources, equipment, and timelines for the successful execution of the gardening, vegetation control, and moat maintenance services. The plan shall, as a minimum, address the following:** 1. **Gardening and Landscape Maintenance Services** – including lawn rehabilitation, grass cutting, weed control, fertilisation, pruning and trimming of trees and shrubs, irrigation requirements, and general landscape maintenance activities.	**30**	

2. **Removal of Trees and Vegetation from External Walls** – detailing the methods, equipment, and safety measures to be used for the removal of trees, creepers, roots, and other vegetation growing on or against external walls, while preventing damage to buildings, boundary walls, and associated infrastructure. 3. **Tree Killing and Prevention of Regrowth** – outlining the procedures for treating tree stumps, roots, and regrowth using approved herbicides/arboricides, including monitoring and follow-up treatments to ensure complete eradication and long-term vegetation control. 4. **Reed Removal and Moat Maintenance** – describing the methods for the removal of reeds, aquatic vegetation, roots, rhizomes, and debris from the moat, including measures to prevent regrowth, maintain water flow, protect surrounding infrastructure, and ensure environmentally responsible disposal of waste material. 5. **Plant, Equipment and Resources** – providing a list of all equipment owned or leased by the bidder for the execution of the works, including mowers, brush cutters, chainsaws, hedge trimmers, herbicide application equipment, reed-cutting equipment, elevated work platforms (where required), and any other specialised machinery. 6. **Project Programme, Staffing and Quality Control** – indicating implementation timelines, personnel deployment, supervision arrangements, health and safety measures, environmental controls, and quality assurance procedures to ensure the efficient and successful delivery of the services. **Excellent** (Comprehensive and detailed methodology addressing all requirements with clear resources, equipment, timelines, staffing, quality control, and risk mitigation measures. **30 points)** **Adequate** (Methodology addresses most requirements but lacks sufficient detail in certain areas such as resources, timelines, equipment, or quality control. **15 points)**		

Poor (Methodology is incomplete, provides limited detail, and demonstrates an inadequate understanding of the project Requirements. **5 points**) **Non-compliant** (No methodology submitted or the submission fails to adequately address the required scope of work. **0 Points)**		
Health, Safety plan and Working at Heights Requirements **The bidder must submit a comprehensive Health and Safety Plan specific to the scope of work. Personnel working at heights above 5 metres must hold valid Working at Heights certificates from an accredited training provider, together with valid medical fitness certificates confirming they are fit for such work. The bidder must submit copies of these certificates, a site-specific Fall Protection Plan, and inspection records for all height-safety equipment. Approved fall-arrest systems, full-body harnesses, lanyards, anchor points, and personal protective equipment (PPE) must be always worn and used correctly when working at height. All work must comply strictly with the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the applicable Construction Regulations, and all other relevant South African health and safety legislation and standards.** **Excellent** Comprehensive Health and Safety Plan submitted with valid Working at Heights Certificates, medical fitness certificates, Fall Protection Plan, equipment inspection records, and full compliance with all statutory requirements**. 30 Points)** **Adequate (**Most required documentation submitted with minor omissions that do not materially affect compliance. **15 Points**) **Poor (**Submission contains significant omissions or insufficient supporting documentation to demonstrate compliance **.5 points)** **Non-compliant (**Failure to submit the Health and Safety Plan and/or mandatory certificates, plans, records, or evidence of compliance with applicable legislation. **0 points)**	**25**	

Insurance Requirements for Heritage Site Works **The bidder shall, submit an insurance cover with a registered insurer, including Public Liability Insurance, Employer's Liability/Workmen's Compensation, and Contractor's All Risk Insurance, with a minimum public liability cover of R10 million per incident. The insurance shall specifically cover all works undertaken within the heritage site and provide protection against injury to persons, damage to heritage structures, monuments, landscaping, utilities, and other property arising from the contractor's operations. (5 points)**	**5**	
Total	**100**	

(a) Bids will be rated in respect of each criterion of the point scored.

(b) The maximum possible score that can be achieved for functionality is 100.

(c) Bidders that do not achieve a minimum score of 70 (out of 100) for functionality will not be evaluated further.

18.3 Gate 2: Price and Specific Goals

17.3.1 In terms of Regulation 4 of the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points) and
- Specific Goals (maximum 20 points).

17.3.2 The evaluation of price and specific goals will be evaluated as outlined in **Table 2 below**.

Table 2: Price and Specific Goals Evaluation

Element	**Weight**
Price	80
Specific Goals (see underneath)	20
Total	100

Gate 1: Specific Goals (how bidders can claim points)

SPECIFIC GOAL	ACHIEVEMENT LEVEL	TOTAL NUMBER OF POINTS THAT MAY BE CLAIMED
HDIs(who had no franchise on national elections before the 1983 and 1993 Constitutions) **The points you can claim according to the achievement level**	100% ownership	8
	75% - 99% ownership	6
	60% - 74% ownership	4
	51% - 59% ownership	2
	0 – 50% ownership	0

SPECIFIC GOAL	ACHIEVEMENT LEVEL	TOTAL NUMBER OF POINTS THAT MAY BE CLAIMED
Women **The point you can claim according to the achievement level**	100% women ownership	4
	75% - 99% women ownership	3
	60% - 74% women ownership	2
	51% - 59% women ownership	1
	0-50% women ownership	0

SPECIFIC GOAL	ACHIEVEMENT LEVEL	TOTAL NUMBER OF POINTS THAT MAY BE CLAIMED
Youth **The point you can claim according to the achievement level**	100% youth ownership	4
	75% - 99% youth ownership	3
	60% - 74% youth ownership	2
	51% - 59% youth ownership	1
	0% – 50% youth ownership	0

SPECIFIC GOAL	ACHIEVEMENT LEVEL	TOTAL NUMBER OF POINTS THAT MAY BE CLAIMED
People with disabilities **The point you can claim according to the achievement level**	100% disabled ownership	2
	51%-99%	1
	0% – 50% disabled ownership	0

SPECIFIC GOAL	ACHIEVEMENT LEVEL	TOTAL NUMBER OF POINTS THAT MAY BE CLAIMED
Implementation of RDP goals (The promotion of SMMEs) **The point you can claim according to the achievement level**	Yes	2
	No	0

19 GENERAL CONDITIONS OF CONTRACT

19.1 any award made to a bidder(s) under this bid is conditional, amongst others, upon-

19.2 The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract (GCC) as the minimum terms and conditions upon which CCB is prepared to enter into a contract with the successful bidder(s).

19.3 The bidder submitting the **GCC to CCB together with its bid, duly signed** by an authorized representative of the bidder.

20 SERVICE LEVEL AGREEMENT

18.1 Upon award, CCB and the successful bidder will conclude a supplementary agreement regulating the specific terms and conditions applicable to the services being provided by CCB.

18.1 The CCB shall compile the Service Level Agreement which both parties shall sign.

21 CONDITIONS OF THIS BID

21.1 CCB reserves the right to:

21.2 Not award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.

21.3 Negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who have not been awarded the status of the preferred bidder(s).

21.4 Accept part of a bid rather than the whole bid.

21.5 Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the service offered by the bidder(s), whether before or after adjudication of the bid.

21.6 Correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the tender process.

21.7 Cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after the bids have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

21.8 Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and specific goals evaluation stage.

21.9 Award a bid based on which bidder is offering the best value for money, even if the bid is not the lowest priced bid.

21.10 Not award the bid to the bidder whose financial statements are not in order.

21.11 Award to multiple bidders to spread the risk.

22 BIDDER'S DECLARATION

22.1 The bidders are required to confirm that they will:

22.1.1 Act honestly, fairly, and with due skill, care, and diligence, in the interests of CCB.

22.1.2 Have and effectively employ the resources, procedures, and appropriate technological systems for the proper performance of the services.

22.1.3 Act with circumspection and treat CCB fairly in a situation of conflicting interests.

22.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business.

22.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with CCB.

22.1.6 Avoid fraudulent and misleading advertising, canvassing, and marketing.

22.1.7 Conduct their business activities with transparency and consistently uphold the interests and needs of CCB as a client before any other consideration; and

22.1.8 Ensure that any information acquired by the bidder(s) from CCB will not be used or disclosed unless the written consent of CCB has been obtained to do so.

23 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

23.1 CCB reserves the right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognized stock exchange), indirect members, being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognized stock exchange, directors or members of senior management, whether in respect of CCB or any other government organ or entity and whether from the Republic of South Africa or otherwise "Government Entity".

23.1.1 Engages in any collusive bidding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.

23.1.2 Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.

23.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of CCB's officers, directors, employees, advisors or other representatives.

23.1.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.

23.1.5 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to being provided to a Government Entity.

23.1.6 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results form, the award of any bid, contract, right or entitlement which is in any way related to procurement or the bidding of any services to a Government Entity.

23.1.7 Has in the past engaged in any matter referred to above; or

23.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

24 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

24.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that CCB relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

24.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by CCB against the bidder notwithstanding the conclusion of the SLA between CCB and the bidder for the provision of the service in question. In the event of a conflict between the bidder's proposal and the SLA concluded between the parties, the SLA will prevail.

25 PREPARATION COSTS

The bidder will bear all its costs in preparing, submitting, and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing CCB, its employees or agents, under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

26 INDEMNITY

If a bidder breaches the conditions of this bid and as a result of that breach, CCB incurs costs or damages (including, without limitation, the costs of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds CCB harmless from any and all such costs which CCB may incur and for any damages or losses CCB may suffer.

27 PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written unless such written information provided expressly amends this document by reference

28 LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. CCB shall not be liable to compensate the bidder on any grounds whatsoever for any costs incurred or any damage suffered as a result of the bidder's participation in this bid process.

29 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not a tax compliant. CCB reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent TCC to CCB, or whose verification against the Central Supplier Database (CSD) proves non-compliant. CCB further reserves the right to cancel a contract with a successful bidder in the event that such a bidder does not remain tax compliant for the full term of the contract.

30 NATIONAL TREASURY

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners, trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. CCB reserves the right to withdraw an award, or cancel a contract concluded with a bidder should it be established, at any time, that a bidder has been blacklisted with the National Treasury by another government institution.

31 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

32 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors, and other representatives), its sub-contractors, if any, and personnel of its sub-**contractors comply with all terms and conditions of this bid**. In the event that CCB allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and CCB will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractor.

33 CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with CCB's examination and evaluation of a Tender.
No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by CCB remain proprietary to CCB and must be promptly returned to CCB upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure CCB's written approval prior to the release of any information that pertains to (a) the potential work or activities to which this bid relates; or (b) the process which follows this bid. Failure to adhere to requirement may result in disqualification from the bid process and civil action.

No confidential information relating to the process of evaluating or adjudicating bids or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such a process.

34 PROPRIETARY INFORMATION

Bidder will in their bid cover letter make declaration that they did not have access to any CCB proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any other bidder(s).

35 SBD FORMS FOR COMPLETING

1. **Document Retrieval**

   Visit the official Castle of Good Hope website at www.castleofgoodhope.co.za.

- Navigate too **About Us**
- Select **SCM (Supply Chain Management)**
- Download the following Standard Bidding Documents (SBD):
- SBD 4
- SBD 6.1

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THE NATIONAL TREASURY
Republic of South Africa



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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1.Definitions	1. The following terms shall be interpreted as indicated: 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids. 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally. 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. 1.7 “Day” means calendar day. 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order. 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand. 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the 5 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 6 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. 1.1 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. 10.3
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. Warrant	15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract
16. Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in 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 performan	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties. 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties	22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default	23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser

	may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier. 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated. 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: (i) the name and address of the supplier and / or person restricted by the purchaser; (ii) the date of commencement of the restriction (iii) the period of restriction; and (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
24. Anti-dumping and countervailing duties and rights	24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the

	purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1 Except in cases of criminal negligence or 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	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license

duties	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 Entity 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.