HUMAN SCIENCES RESEARCH COUNCIL

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER(S) TO COLLECT DATA FOR THE 2025 ANNUAL ROUND OF THE SOUTH AFRICAN SOCIAL ATTITUDES SURVEY (SASAS) – WITH THE POSSIBILITY OF AN EXTENSION FOR 2 ADDITIONAL SURVEY ROUNDS (CONDITIONAL ON PERFORMANCE AND FUNDING STATUS)

BID NUMBER: HSRC/05/2025/26

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1. HSRC BACKGROUND INFORMATION

The Human Sciences Research Council (HSRC) is a research organisation that advances social sciences and humanities for public use. The HSRC subscribes to the values of good governance, accountable public administration and sound management of the resources as reflected in the Public Financial Management Act of 1999 (PFMA as amended by Act 29 of 1999) and other laws and regulations applicable to public administration.

Established in 1968 as South Africa's statutory research agency the HSRC has grown to become the largest dedicated research institute in the social sciences and humanities on the African continent, doing cutting-edge public research in areas that are crucial to development.

Our mandate is to inform the effective formulation and monitoring of government policy; to evaluate policy implementation; to stimulate public debate through the effective dissemination of research-based data and fact-based research results; to foster research collaboration; and to help build research capacity and infrastructure for the human sciences.

Please refer to our privacy notice to understand how your personal information is collected, used and disclosed by the HSRC. The privacy notice can be found on the HSRC website.

The Council conducts large-scale, policy-relevant, social-scientific research for public sector users, non-governmental organisations and international development agencies. Research activities and structures are closely aligned with South Africa's national development priorities.

See more at: https://hsrc.ac.za/divisions/developmental-capable-and-ethical-state/

2. TENDER BACKGROUND

The HSRC wishes to appoint a service provider(s) for electronic data collection using face-to-face, computer-assisted personal interviewing (CAPI) as part of the 22nd annual round of the South African Social Attitudes Survey (SASAS). The survey aims to determine the public's attitudes, beliefs, behaviour patterns and values with regard to various important issues affecting South Africans. This survey is conducted every year with the aim of tracking how attitudes are changing over time. The questionnaires cover a wide range of topics, including attitudes to democracy and governance, service delivery, race relations, crime, moral issues, family issues and poverty. Evidence of relevant experience and knowledge in collecting longitudinal, representative survey data on public attitudes should form part of the submission.

The South African Social Attitudes Survey (SASAS, https://hsrc.ac.za/special-projects/sasas/) is a nationally representative, repeat cross-sectional survey series that has been conducted annually by the Human Sciences Research Council (HSRC) since 2003, with multiple funders. Designed as a time series, SASAS is increasingly providing a unique, long-term account of the speed and direction of change in underlying public values and the social fabric of modern South Africa. SASAS therefore represents a notable tool for monitoring evolving social, economic and political values among South Africans, but it also demonstrates promising utility as an anticipatory, or predictive, mechanism that can inform decision- and policy-making processes.

The SASAS survey results are widely cited and used by government departments and policy makers, and since this is a time series, it is crucial that data collectors strictly adhere to HSRC data collection protocols. Each SASAS round is designed to yield a representative sample of individuals aged 16 years and older in households which are geographically spread across the country's nine provinces. The sample consists of 500 Small Area Layers (SALs) as primary sampling units, stratified by province, geographical sub-type and majority population group. This bid specification is to undertake the electronic (CAPI) data collection component of the 2025 survey round, with the possibility of an extension for 2 additional survey rounds, subject to the quality, performance and delivery on the initial survey round.

Table 1: Number of Small Area Layers (SAL) selected and number of interviews per province for Survey year 1 (2025)

Province	Number of SALs selected	Number of face-to-face interviews
Western Cape	65	1365
Eastern Cape	65	1365
Northern Cape	37	777
Free State	38	798
KwaZulu-Natal		
Cluster Low/Middle	45	945
Cluster High/Upper	48	1008
North-West	37	777
Gauteng		
Cluster Low/Middle	32	672
Cluster High/Upper	51	1071
Mpumalanga	38	798
Limpopo	44	924
TOTAL	**500**	**10500**

**** Service Providers can tender for all Provinces, one Province or a subset of Provinces. The service provider is required to provide a Proposal and Budget for survey round 1 (SASAS 2025), plus an envisaged percentage escalation in the cost for survey rounds 2 and 3 (SASAS 2026 and 2027) based on the same quantities listed in the table above. For service providers bidding for more than one province, a single combined proposal can be submitted, provided that sufficient detail is provided on provincial fieldwork capacity, understanding of provincial context, and the provincial project plan. A separate Budget would however be required for each province or subset/cluster that service providers bid for. Subject to financial availability and performance in survey year 1, selected service providers will be asked to supply detailed budgets for survey rounds 2 and 3 in subsequent years, based on the estimated percentage escalation in cost provided, the number of questionnaire versions to be fielded, and other economically influenced circumstances deemed relevant by the HSRC.*

3. SCOPE OF WORK

The data collection will be done face-to-face with electronic devices (tablets) and service providers will have to visit each of the selected SALs. Data collectors should be under constant supervision. *The 2024 Sample of SALs is attached* ***as an example*** - ***Annexure A – Sample –SASAS 2025, SASAS 2026 & SASAS 2027.*** *The service provider should use this sample to work out the budget, using the budget template provided* – ***Annexure B - Budget Template – SASAS 2025, SASAS 2026 & SASAS 2027****.* Two-day training sessions will be provided for all data collectors by the HSRC in selected areas as set out below. The service providers are required to budget for all the logistical arrangements in terms of getting all the data collectors to the venues and accommodating them. The HSRC will provide venues and lunches during training over (two) 2 days

Table 2: List of selected ***training venues*** *per province*

Province	Training to held
1. Mpumalanga, Limpopo, North-West, Limpopo and Gauteng	Pretoria
2. Northern Cape and Free State	Bloemfontein
3. KwaZulu-Natal	eThekwini
4. Western Cape	Cape Town
5. Eastern Cape	East London

Within each sampled area, a pre-defined number of households must be randomly identified and one respondent (16 years and older) in each of these households must be randomly selected using a Kish Grid. A face-to-face interview must be held with the selected respondent. The households and respondents should be visited at least three times to increase the realisation rate. After three visits where no contact has been made, the data collectors can list this as a non-contact. Substitution in cases of non-contact is not permitted. Realisation rates of SASAS have historically been between 80-90%, and our expectation is a minimum of 70% realisation per province. This methodology ensures that the information derived is representative of all South Africans 16 years and older.

It is the service provider's responsibility to ensure the successful completion of the interviews in accordance with HSRC protocols and quality control procedures, within budget and the prescribed timeframes. In addition, it is recommended that Sub-supervisor/s be appointed for each of the provincial teams (data collector) and will be responsible for driving the teams to their respective areas, and supervising data collectors in the field. The Sub-supervisor should ensure that the data collectors select the correct houses, select the correct respondent, and complete the tablet-based questionnaire correctly. The servicer provider should take note of the majority population group in a particular SAL and should appoint data collectors accordingly. The service provider is required to

do at least a 10% back check/verification of the data collected. A feedback session to this effect is required on a weekly basis.

The HSRC will conduct a training workshop for all the appointed service providers together with their data collectors at selected central sites as per **Table 2**. This training will be intensive; it will include simulations and evaluation, to ensure that every data collector adheres to the required data-collection standards. Training will be conducted mostly in English. Final screening of data collectors will take place at the end of the training to allow only those who have mastered the data-collection/administration procedures to go to field. All data collectors will be issued with branded HSRC name tags and bibs which should be worn at all times for identification purposes, to show their association with the SASAS project.

Data collection will be for a period of between four and six weeks. Please note that the date of the commencement of field work is envisaged to start in October until mid-December 2025, but the service providers will be notified of the final dates upon signing of a contract. A clear and binding work schedule is required as part of the bid process based on the timeframe mentioned above. A detailed budget must also be included for the first year, with inflationary adjustment for years 2 and 3. The servicer provider will also take full responsibility for the administrative requirements of the project as set out in **Table 3.**

The service providers are required to recruit data collectors possessing the following skills:

a) Proficient in the main language/s spoken locally, so as to ensure clear communication and accuracy of information is obtained;
b) The ability to read and write English;
c) Experience in data collection and management of longitudinal surveys, including experience with electronic (CAPI) data collection
d) Good command of the English language;
e) Good communications skills;
f) A basic knowledge of computers or tablets (WhatsApp and use of Facebook);
g) Punctuality and good work ethic;
h) Knowledge of the geographical research area/community.
i) Data collectors should also be available for full duration of fieldwork period.

Smaller companies with local footprints in provinces are encouraged to apply.

Table 3: Activities to be covered in the field by the successful bidder

Tasks	Deliverables/Output
Attend fieldwork training over a 2-day session.	It is compulsory for all data collectors and supervisors to attend SASAS training. It is advisable to bring one or two additional data collectors to the training session since some might fall off during the final screening. All attendees must sign an attendance register that the HSRC will provide.
Fieldwork preparation	Following the training, there will be role playing with the field teams to ensure that the data collectors and sub-supervisors are familiar with the questionnaire and do not make basic interpretive errors. This is especially important for data collectors that have not worked on SASAS previously.
Pilot surveying (select province/s)	In each SASAS round, we conduct a modest pilot to ensure that new questionnaire content works optimally. This takes place in 1 or 2 provinces. In Year 1, the piloting is scheduled to take place in eThekwini municipality in KwaZulu-Natal, with 60 pilot interviews to be conducted in diverse areas. Those bidding for the Low/Middle Cluster in KwaZulu-Natal should include a budget line item for these 60 interviews. In Years 2 and 3, we may choose different provincial locations piloting, and service providers will be asked to budget for this.

Tasks	Deliverables/Output
Supervise all operations during household interviews as directed by HSRC researchers.	Ensure that data collectors actually visit the correct area, household and do the full interview. A minimum of three visits to a visiting point are expected before it is regarded as a non-response. No substitutions are allowed. If there is a specific problem with an area that affects the ability to conduct interviewing, the HSRC needs to be notified immediately.
Check that the correct respondent has been selected	No manipulation of the selection process will be allowed.

Tasks	Deliverables/Output
Check completeness and correctness of all data collected.	The supervisors should constantly check that the data collectors are completing the questionnaires correctly.
Liaise with HSRC to develop a plan for submitting completed questionnaires timeously.	Since the data needs to be available on a daily basis, it is important that questionnaires be uploaded as per the IT online platform application. This will ensure that there are no delays in the finalisation of the data processing.
Use the online platform for monitoring and quality control and provide routine feedback to the HSRC	During fieldwork the supervisors constantly should log into the data monitoring platform daily to review the data, monitor fieldwork performance such as completion rates, interview duration, and other key information regarding interviews and provide detailed and routine feedback to the HSRC coordinating team. All issues identified for correction by the provincial coordinator should be provided to the HSRC for addressing before the closure of the fieldwork period.
Use the funds provided by HSRC to conduct the survey and cover logistical arrangements associated with the fieldwork, including travel, fuel, tollgate fees, daily allowances and questionnaire payment.	Provide transport that is safe – vehicles that transport data collectors must be roadworthy and presentable. Provide a daily subsistence allowance to data collectors as well as accommodation for fieldwork when sleep-outs are required. Pay data collectors a market related salary.
Back checks should be conducted throughout the fieldwork period, accounting for at least a sub-sample of 10% of each data collector's completed interviews.	Provide the list of interviews verified to HSRC SASAS Co-ordinating team.
Response rates in each sampled area (SAL) need to be carefully monitored. The target minimum response rate is 70% for each questionnaire version in each SAL. The HSRC needs to be immediately notified in cases where this response rate is not met.	If response rates in a SAL are low, the HSRC needs to be notified, reasons supplied, and, where possible, actions should be taken to improve response rates.

Tasks	Deliverables/Output
Theft, loss or damage of tablets must be immediately reported to the Police and to the HSRC.	Relevant documents that will be made available to the successful Service Provider must be completed should theft/loss or damage be incurred. These documents (completed) must be submitted to the HSRC.
Ensure that drivers and co-drivers have a valid driver's licence.	The driver and co-driver should report an accident to the police and inform the HSRC immediately.
Provide HSRC with a complete list of the names of data collectors as it appears in their ID books. Ensure correct spelling and include photos of the data collector.	HSRC will use this information to compile a database and will generate name tags for data collectors to wear for the duration of the project when they visit respondents at their homes or on farms.
The successful Service Provider will be responsible for the distribution, collection and safe return of the tablets to the HSRC. These tablets should be returned in the same condition as received at the inception of the project. Negligence will result in personal liability.	
The successful Service Provider will be provided with branded bibs which must be cleaned and returned to HSRC in good condition. The final tranche payment will only be transferred once the HSRC has received all the Tablets and branded bibs in the same condition as provided at the inception of the project. Negligence will result in personal liability.	
The successful Service Provider must ensure that the data collectors do not abuse any substances such as drugs, alcohol, etc. while working on this HSRC project.	
The successful Service Provider must ensure proper supervision and monitoring of the work done by the data collectors throughout the survey period by ensuring the presence and guidance of experienced fieldwork supervisors. This should include active engagement with the online platform for monitoring and quality control purposes.	
The successful Service Provider must ensure that the interviews are conducted at the households / visiting points in an ethical and professional manner.	

3.1 RESPONSIBILITY OF THE HSRC

The HSRC will:

(a) Provide all tablets for the survey (including courier costs)

(b) Provide the successful bidders with printed maps

(c) Translate the English questionnaires into Afrikaans, Xitsonga, Setswana, Sepedi, Sesotho, Tshivenda, isiXhosa and isiZulu.

(d) Print all material related to the survey (training questionnaires, introduction letters, police letters, etc.).

(e) Provide thorough training together with training manuals.

(f) Monitor and do back checks to ensure quality.

(g) Do any data cleaning required.

3.2 BUDGET

a) A proposal must be submitted detailing all the requirements as set out above (including a full company profile).

b) Service providers can tender for all provinces, one province or a subset of Provinces using a single combined proposal. For each province or subset/cluster however, the service provider is required to provide a separate budget.

c) Budgets must be submitted per province, using the attached **Annexure B - Budget Template** - SASAS 2025, completion of this budget template for the first year of the 3-year period is a mandatory requirement for your bid to be considered plus an envisaged percentage escalation in the cost for survey rounds 2 and 3 (SASAS 2026 and 2027).

d) Service providers are expected to provide the envisaged percentage escalation in the costs for survey years 2 and 3 (SASAS 2026 and SASAS 2027).

e) If the successful service provider(s) are requested to extend their services for additional rounds, based on financial availability, the survey year 1 (SASAS 2025) budget will be used as a base costing. Adjustments are likely to be made based on the number of questionnaire versions that will be fielded in that particular SASAS round and any other economically influenced circumstances deemed relevant by the HSRC.

f) For bidders applying for the KwaZulu-Natal Low/Middle Cluster, please include a budget line item for pilot interviewing in eThekwini municipality (60 interviews) as part of the Year 1 costing. Bidders applying to conduct fieldwork in other provinces are not required to include this budget line item (including KwaZulu-Natal High/Upper Cluster).

4. SUBMISSION

a) Bid documents may either be couriered to the HSRC Building, 134 Pretorius Street Pretoria (preferably registered mail) OR placed in the tender box OR couriered to **HSRC Building, 134 Pretorius Street Pretoria before the closing date and time.**

b) **NB:** The HSRC shares the building with the Department of Social Development (DSD). Bidders are requested to ensure that their bid documents are deposited in the correct tender box. Bid documents deposited in the wrong tender box and received from DSD after the closing date will not be considered.

c) Bid documents will only be considered if received by the HSRC before the closing date and time, regardless of the method used to send or deliver such documents to the HSRC.

d) This is a two (2) stage bidding process. Bidders are required to submit an original file consisting of a proposal in one (1) envelope as well as a USB containing a duplicate soft copy. Envelope two (2) should contain pricing schedule, SBDs 3.1 and 6.1 and supporting documentation for stage 2 (price and preference points) bid evaluation. Each envelope and USB must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the USB must be labelled and submitted in the following format depicted in the table 1 below:

Table 4: Format of bid submission

Envelope 1 and USB (Technical file)	**Envelope 2 (Price and preference points**
Signed and initialled bid document General Conditions of contract Company profile SBD 1 and SBD 4 Technical response Any supplementary information	Pricing schedule SBD 6.1 Preference points response Any supplementary information

e) Bidders are requested to initial each page of the tender document including supporting document and pricing schedules.

Table 5: Bid timelines

Activity	**Due Date**
Advertisement of bid on Government e-tender portal / print media / Tender Bulletin	17 September 2025
Compulsory virtual briefing- session. Non-attendance of compulsory briefing session will automatically declare the bid non-responsive	N/A
Closing date for bid-related enquiries	29 September 2025
Publication of questions and answers on HSRC website	01 October 2025
Bid closing date	08 October 2025

Activity	Due Date
Notice to bidder(s)	HSRC will endeavour to inform bidders of the progress until conclusion of the tender.
Bid validity	The bid must be valid for a period of 90 days from the closing date

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

g) Any time or date in this bid is subject to change at the HSRC's discretion.

h) The establishment of a time or date in this bid does not create an obligation on the part of the HSRC 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. The bidder accepts that, if the HSRC extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

5. SUPPLIER DUE DILIGENCE

The HSRC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

6. EVALUATION CRITERIA

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

Table 6: ***Evaluation stages***

Pre-qualification criteria (Stage 0)	Technical Evaluation Criteria (Stage 1)	Price and Preference Point Systems Evaluation (Stage 2)
Bidders must submit all documents as on pre-qualification criteria. Only bidders that comply with ALL these criteria will proceed to the next stage.	Bidder(s) are required to achieve a minimum **points** of 75 to proceed to Stage 2 (**Price and Preference Point Systems).**	Bidder(s) will be evaluated using the 80/20 preference points system. 80 points will represent price and 20 points will represent preference points

6.1 Stage 0- Pre-qualification Criteria

Table 7: ***Documents that must be submitted for Pre-qualification***

Document that must be submitted	Non-submission will result in immediate disqualification?

Invitation to Bid – SBD 1	**Yes**	Complete and sign the supplied pro forma document
Declaration of Interest – SBD 4	**Yes**	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	**No**	Non-submission will lead to a zero (0) score on specific goals
Registration on Central Supplier Database (CSD)	**No**	Service provider must be registered with Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration
General Conditions of Contract	**Yes**	Initial each page and sign

6.2 STAGE 1: FUNCTIONALITY EVALUATION CRITERIA = 100 POINTS

The functionality criteria aims to assess the bidder's capability, reliability and ability to execute and maintain a bid and / or contract.

FUNCTIONALITY	**Points**
1 Substantive experience and reputable track record in longitudinal data collection, representative surveys of public attitudes:	
1.1 A minimum of 5 years' experience in the area of longitudinal survey research in South Africa (organizationally or individually) (15). • Less than 5 years = zero points • 5 to 7 years = 10 • more than 7 years = 15 points 1.2 Minimum of 2 years' experience in electronic data collection (5). • Less than 2 years = zero • More than 2 years = 5 points 1.3 Local fieldwork capacity and a good understanding of the Provincial context (15). • Very poor = zero • Poor = 5; Good = 10 • Excellent = 15 For service providers bidding for more than one province, a single combined proposal can be submitted, provided that sufficient detail is provided on provincial fieldwork capacity and understanding of provincial context.	**50**

1.4 At least three signed reference letters relating to work that has been undertaken within the last five years, including details of the nature of the project, participant numbers and data volumes applicable to each project, and contact information (15). • No reference letter = zero • reference letter= 5 • reference letters = 10 • 3 or more reference letters = 15	
2 Project Management and quality control	
2.1 Completion of a project execution plan demonstrating the organization's understanding of the project and ability to plan successfully and complete the project within the prescribed timeframes as stipulated earlier in the document. <u>This project plan should specifically provide detail for each province being bidded for</u>. <u>For service providers bidding for more than one province, a single combined proposal can be submitted, provided that the sufficient detail is provided on the project plan for each province being bid for.</u> (25) • Very poor = zero • Poor = 5 • Good =15 • Very good=20 • Excellent = 25	**25**
3 Capacity of the bidder	
The successful bidder needs to include in the proposal: 3.1A company profile in their submission, that includes 3.1.1 local teams (an estimated number of data collectors that will be suitable for the project) (9) • Very poor=0 • Poor=3 • Good=6 • Very good=9 3.1.2 knowledge of the local people, customs and language/s (8). • Very poor=0 • Poor=2 • Good=6 • Very good=8 3.1.3 Bidder should take into account composition of the local population when putting Data collection teams together.(8) • Very poor=0 • Poor=2 • Good=6 • Very good=8	**25**
TOTAL FUNCTIONALITY POINTS	**100**

- The minimum number of points that bidders have to obtain in order to progress to the next stage of evaluation is 75 points.

- Bids that score less than 75 points on functionality criteria will be disqualified and will not progress to the next stage of evaluation.

6.3 Stage 2- Price and Specific Goals

Price and specific goals will be evaluated as follows:

Only bidders that have met the 75-points threshold in Stage 1 will be evaluated in stage 2 for Price and Specific Goals

In terms of regulation 6 of the Preferential Procurement Regulations 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:

Stage 1 – Price Evaluation (80 Points)

Criteria	Points
Price Evaluation $Ps = 80\left(1-\frac{Pt-P\min}{P\min}\right)$	80

The following formula will be used to calculate the points for price:

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

P min = Comparative price of lowest acceptable bid

Stage 2 –Preference points Evaluation (20 Points) – Preference Points allocation

A maximum of 20 points may be allocated to a bidder for attaining their preference points in accordance with the table below:

Specific Goals [PPPFA par 2(1) (d)]	Number of points (80/20 system)	Required proof/ documents to be submitted for evaluation purposes
SMME (EME &QSE)	4	CSD report showing EME/QSE classification

Specific Goals [PPPFA par 2(1) (d)]	Number of points (80/20 system)	Required proof/ documents to be submitted for evaluation purposes
Owned by black people (50% or more)	4	CSD report/ CSD registration number (MAAA number)
Owned by black people who are youth (30% or more)	4	CSD report/ CSD registration number (MAAA number)
Owned by black people who are women (30% or more)	4	CSD report/ CSD registration number (MAAA number)
Owned by black people with disabilities (30% or more)	4	CSD report/ CSD registration number (MAAA number) Certified medical certificate from a registered medical practitioner
Total points to be claimed	**20**	

a) Failure to submit a fully completed SBD 6.1 will lead to no award of points for preference.

b) The points scored by a bidder in respect of points indicated above will be added to the points scored for price.

c) Bidders are requested to complete the various preference claim forms in order to claim preference points.

d) Only a bidder who completed and signed the declaration part of the preference claim form will be considered for preference points.

e) Points scored will be rounded off to the nearest 2 decimals.

f) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for preference points. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

g) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

h) Joint ventures, consortiums and trusts:

   i A trust, consortium or joint venture, will qualify for points for their preference points as a legal entity, provided that the entity submits their preference points claims.

   ii A trust, consortium or joint venture will qualify for points for their preference points as an unincorporated entity, provided that the entity submits their

consolidated preference points scorecard as if they were group structure and that such a consolidated preference points scorecard is prepared for every separate bid.

iii Bidders must submit concrete proof of the existence of joint venture and/ or consortium arrangements. HSRC will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

i) The joint venture and/ or consortium arrangements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/ parties in respect of matters pertaining to the joint venture and/ or consortium arrangement.

j) Subcontracting after award of tender

i A person awarded a contract may only enter into a subcontracting arrangement with the approval of HSRC

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

7. PRICING SCHEDULE

Please use the attached annexure A

8. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date

9. GENERAL CONDITION OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

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

b) The bidder submitting the General Conditions of Contract to the HSRC together with its bid, duly signed by an authorised representative of the bidder.

c) The bidder should provide two different quotations per citation database.

d) HSRC reserves the right to appoint one or two service providers for this service.

10. SERVICE LEVEL AGREEMENT

a) Upon award the HSRC and the successful bidder/s will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the HSRC more or less in the format of the draft Service Level Indicators included in this tender pack.

b) The HSRC reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder/s by amending or adding thereto.

c) Bidder(s) are requested to:

i. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;

ii. Explain each comment and/or amendment; and

iii. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.

iv. The HSRC reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the HSRC or pose a risk to the organisation.

d) The Service Level Agreement will be for three (3) rounds of the survey subject to performance and funding status, and no automatic renewal will be allowed.

11. SPECIAL CONDITIONS OF THIS BID

The HSRC reserves the right:

a) To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)

b) To 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 has not been awarded the status of the preferred bidder(s).

c) To accept part of a tender rather than the whole tender

d) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
e) To request for additional information not asked for in the standard bidding documents
f) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
g) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
h) Award to multiple bidders based either on size or geographic considerations.

12. HSRC REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

Confirm that the bidder(s) is to: –

a) Act honestly, fairly, and with due skill, care and diligence, in the interests of the HSRC
b) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
c) Act with circumspection and treat the HSRC fairly in a situation of conflicting interests;
d) Comply with all applicable statutory or common law requirements applicable to the conduct of business;
e) Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the HSRC
f) Avoidance of fraudulent and misleading advertising, canvassing and marketing;
g) To conduct their business activities with transparency and consistently uphold the interests and needs of the HSRC as a client before any other consideration; and
h) To ensure that any information acquired by the bidder(s) from the HSRC will not be used or disclosed unless the written consent of the client has been obtained to do so.

13. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

The HSRC reserves its 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 recognised 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 recognised stock exchange), directors or members of senior management, whether in respect of HSRC or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

a) Engages in any collusive tendering, 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;

b) 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;

c) Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the HSRC's officers, directors, employees, advisors or other representatives;

d) 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;

e) 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 be provided to a Government Entity;

f) 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 from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

g) has in the past engaged in any matter referred to above; or

h) 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.

14. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that the HSRC 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.

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

15. PREPARATION COSTS

a) 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.
b) Furthermore, no statement in this bid will be construed as placing the HSRC, 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.

16. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the HSRC incurs costs or damages (including, without limitation, the cost 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 the HSRC harmless from any and all such costs which the HSRC may incur and for any damages or losses the HSRC may suffer.

17. 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.

18. LIMITATION OF LIABILITY

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

19. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. The HSRC 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 Tax Clearance

a) Certificate to the HSRC, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The HSRC further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

20. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The HSRC 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 National Treasury by another government institution.

21. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the HSRC may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize

further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

22. CONFIDENTIALITY CLAUSE

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 HSRC's examination and evaluation of a tender. The process being fully compliant with the HSRC's Protection of Personal Information Policy of 2023.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any 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 HSRC remain proprietary to HSRC and must be promptly returned to HSRC 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 HSRC's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

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

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**HSRC/05/2025/26**	CLOSING DATE:	**08 October 2025**	CLOSING TIME:	**11:00**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER(S) TO COLLECT DATA FOR THE 2025 ANNUAL ROUND OF THE SOUTH AFRICAN SOCIAL ATTITUDES SURVEY (SASAS) – WITH THE POSSIBILITY OF AN EXTENSION FOR 2 ADDITIONAL SURVEY ROUNDS (CONDITIONAL ON PERFORMANCE AND FUNDING STATUS)**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
HSRC Building					
134 Pretorius Street					
Pretoria					
0002					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Cornet Mashego**	CONTACT PERSON	
TELEPHONE NUMBER	**012 302 2180**	TELEPHONE NUMBER	
FACSIMILE NUMBER	**n/a**	FACSIMILE NUMBER	**n/a**
E-MAIL ADDRESS	**CMashego@hsrc.ac.za**	E-MAIL 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						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:		MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]

			☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**2** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO **IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**			

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL

CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

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

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

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

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE:……...

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**

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:

……

……

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.

2.3 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 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.

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.

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

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

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

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

GENERAL CONDITIONS

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

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

To be completed by the organ of state

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

DEFINITIONS

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

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

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

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

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. **POINTS AWARDED FOR PRICE**

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

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

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

$$Ps = 8\left(1 - \frac{Pt - Pmin}{Pmin}\right) \text{ or } Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

$$Ps = 8\left(1 + \frac{Pt - Pmax}{Pmax}\right) \text{ or } Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration Pmax =

Price of highest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SMME (EME &QSE)		4		
Owned by black people (50% or more)		4		
Owned by black people who are youth (30% or more)		4		
Owned by black people who are women (30% or more)		4		
Owned by black people with disabilities (30% or more)		4		
Total Points		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

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

General Conditions of Contract

THE GENERAL CONDITIONS OF THE CONTRACT WILL FORM PART OF ALL BID DOCUMENTS AND MAY NOT BE AMENDED

THE NATIONAL TREASURY
Republic of South Africa

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions

of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods

1.22 “Republic” means the Republic of South Africa

1.23 “SCC” means the Special Conditions of Contract

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X70, 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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier

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

9. Packing

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

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the

contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

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

14. Spare parts

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

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

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

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

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

(iii)

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction;
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed

on the Register for Bid 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.

(c)

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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.

…… ……

Signature Date

…… ……

Position Name of Bidder