



RFP NO.: 05/22/23

**CALL FOR PROPOSALS FOR EVENTS PARTNERSHIPS: LOCAL/ SMALL SCALE EVENT PARTNERSHIPS FOR A PERIOD OF TWO (2) YEARS WITH AN OPTION TO RENEW FOR A FURTHER ONE (1) YEAR**

|   |  |
|---|--|
| <b>BIDDERS NAME</b>                         |  |
| <b>EVENT PROPOSED</b>                       |  |
| <b>EVENT DATE</b>                           |  |
| <b>LOCATION</b>                             |  |
| <b>NUMBER OF EVENT ATTENDEES / VISITORS</b> |  |

**CLOSING DATE: 25 APRIL 2023**

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**CLOSING TIME: 11H00**

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**CSD NUMBER:**

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**COMPULSORY BRIEFING SESSION**

**DATE: 03 APRIL 2023**

**TIME: 11:00AM**

**VENUE: ZOOM, MEETING ID: 983 0643 7182#**

<https://ecpta-co-za.zoom.us/j/98306437182?pwd=YStMMjltODV0OFIVUmozL2UzMTBmQT09>

OFFICE OF THE CEO | BIODIVERSITY & CONSERVATION | MARKETING | DESTINATION DEVELOPMENT | FINANCE | CORPORATE SERVICES | RESERVATIONS

17 - 25 Oxford Street | East London | 5201 | P.O. Box 11235 | Southernwood | East London | 5213 | Tel. +27 (0)43 492 0881 [www.visiteasterncape.co.za](http://www.visiteasterncape.co.za)



| MANDATORY RETURNABLE DOCUMENTS                                     | SUBMITTED<br>[Yes/No] |
|--|-----------------------|
| CENTRALIZED SUPPLIER DATABASE REPORT (FULL CSD REPORTS) APRIL 2023 |                       |
| Signed General conditions of contract                              |                       |
| Bidders Disclosure (SBD 4)   |                       |
| <b>STAGE 1: PRE-QUALIFICATION</b>                                  |                       |
| Marketing Plan   |                       |
| <b>STAGE 2: FUNCTIONALITY</b>                                      |                       |
| Economic and Tourism Impact  |                       |
| Marketing and Media Impact   |                       |
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## REQUEST FOR PROPOSAL

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### RFP NUMBER: 05/22/23

**CALL FOR PROPOSALS FOR EVENTS PARTNERSHIPS: LOCAL/ SMALL SCALE EVENT PARTNERSHIPS FOR A PERIOD OF TWO (2) YEARS WITH AN OPTION TO RENEW FOR A FURTHER ONE (1) YEAR.**

ECPTA hereby invites LOCAL/ SMALL SCALE EVENT PARTNERSHIPS FOR A PERIOD OF TWO (2) YEARS WITH AN OPTION TO RENEW FOR A FURTHER ONE (1) YEAR.

Please refer to the attached Specifications for details.

NB: It is important that ALL detailed information required is furnished in full. Failure to comply will render your proposal liable to rejection, as late and incomplete proposals cannot be considered.

#### **COMPULSORY BRIEFING SESSION**

**DATE:** 03 APRIL 2023

**TIME:** 11:00AM

**VENUE:** ZOOM, MEETING ID: 983 0643 7182#

<https://ecpta-co-za.zoom.us/j/98306437182?pwd=YStMMjJtODV0OFIVUmozL2UzMTBmQT09>

#### **EVALUATION AND SELECTION CRITERIA**

**BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) of 2000 AND ITS REGULATIONS OF 2022.**

A three (3) Stage Evaluation process will be employed. In Stage One (1) Bids will be evaluated for Pre-qualification. Only bidders who meet all the criteria for Pre-qualification will proceed to Stage 2 (Functionality). Bidders who obtain a minimum score of 80 points and above on functionality will proceed to Stage Three (3) where bids will be evaluated on presentation.

Documents can be downloaded from

[www.visiteasterncape.co.za/corporate/procurements/request-for-proposal](http://www.visiteasterncape.co.za/corporate/procurements/request-for-proposal)



Sealed Quotations endorsed on the envelope with the Tenderer's name and the RFP Number shall be deposited in the formal Tender Box situated in the ECPTA offices at 17-25 Oxford Street, Corner of Fleet and Oxford Street, East London CBD, East London or posted so as to reach The Chief Executive Officer, P.O. Box 11235, Southernwood, East London, 5213 in sufficient time for it to be placed in the Tender Box before the closing time of 11h00 on the closing date i.e. **25 APRIL 2023**.

#### **BIDDERS SHALL TAKE NOTE OF THE FOLLOWING PROPOSAL CONDITIONS**

- In line with ECPTA mandate only Events that are based in the Eastern Cape will be consider. Event organisers outside the province will only be considered if the event will be hosted within the boundary of the Eastern Cape.
- The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply.
- The ECPTA does not bind itself to accept the highest proposal or any other proposal and reserves the right to accept the whole or part of the request of proposal.
- Request for Proposals that are late, incomplete, unsigned, or submitted by facsimile or electronically will not be accepted
- Bidders must be registered with the National Treasury Central Supplier Database (CSD) and provide a copy of CSD full report for the month of April 2023.
- Bids submitted are to hold good for a period of 90 days
- A service level agreement shall be signed with all approved partnerships.
- ECPTA reserves the right to terminate the contract if not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process.
- Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement, it will be automatically disqualified.
- The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents.

Enquiries regarding issue of bid documents may be directed by e-mail to Ms Hlokoma Nzanzeka at [Hlokoma.Nzanzeka@ecpta.co.za](mailto:Hlokoma.Nzanzeka@ecpta.co.za). Technical enquiries may be directed to Ms Zukiswa Ntwasa at [Zukiswa.Ntwasa@ecpta.co.za](mailto:Zukiswa.Ntwasa@ecpta.co.za)

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***ECPTA has a zero tolerance on any acts of fraud and corruption. Please report any suspected acts of fraud and corruption to any of the contact details listed below:***

Hotline Number: Toll free number -0800 611 085; SMS: 33490 Email:[ecpta@whistleblowing.co.za](mailto:ecpta@whistleblowing.co.za); Tip-offs Website:[www.whistleblowing.co.za](http://www.whistleblowing.co.za)

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## SCOPE OF WORKS

Local Events have a significant community involvement with social benefits a priority over economic impact. They tend to originate locally and attract large or small numbers of participants, mostly locals and others from small towns. Packaging events according to seasonality works very well in the Eastern Cape because the events that are hosted in winter increase visitors and beds in accommodation establishments are filled during dry season and allows for geographical spread.

Event proposals will be assessed against the following deliverables so please ensure that the event proposal outlines the following deliverables and benefits for the Eastern Cape Province:

### **Economic and Tourism Impact**

- **Local and Provincial visitor potential:** The extent to which the event will attract local and provincial visitation. These are the number of anticipated participants, spectators, audience members and others who will travel to the host location specifically for the event. **The event must bring a minimum of 500 people and a maximum of 4 000 visitors to qualify to be categorised as a small-scale event.**
- **Economic value:** The event should provide significant economic value to the host destination (incorporating average length of stay, estimated daily expenditure and the number of attendees).
- **Development opportunities for PDI's:** The event must provide significant opportunities for PDI's through the usage and support of PDI accommodation, service providers, tour operators etc. The event must include the participation of at least 5 local historical disadvantaged individuals
- **Geographic Spread:** Event organisers are encouraged to host events in the Wild Coast and also inland areas of the province. Local events are intended to drive traffic to the Wild Coast and Inland Areas.
- **Job Creation:** Percentage of temporary and permanent jobs created through the event. As a result of this event a minimum of 5% of the partnership amount shall be allocated for job creation, either temporary or permanent and community involvement with the events.
- **Environmental Sustainability:** The ECPTA would like to request the bidders to articulate how are they will incorporate and implement "green" practices into the event.

### **Marketing and Media Impact**

Bidders should submit an event marketing plan incorporating the following elements:





- Destination and Eastern Cape Parks & Tourism (ECPTA) branding and Marketing Alignment
- Media Exposure

The proposal must at least have 3 media platform with one being a local/ community radio, social media and local/ community newspaper, national platform as an added advantage.

### **Development and Sustainability**

- **Management expertise:** The strength of the management and marketing skills of the event organisers. A minimum of 2 event must have been managed by event's organiser. Please supply names and contacts of **two** client referees (this must be in the form of a reference letter in the referee's letterhead with contactable details) who can comment on your company/agency ability and competency to events held in the past by your company.
- **Growth potential:** How the event demonstrates a commitment to growth and ongoing financial viability.

### **EVALUATION CRITERIA**

#### **BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) of 2000 AND ITS REGULATIONS OF 2022.**

A three (3) Stage Evaluation process will be employed. In Stage One (1) Bids will be evaluated for Pre-qualification. Only bidders who meet all the criteria for Pre-qualification will proceed to Stage 2 (Functionality). Bidders who obtain a minimum score of 80 points and above on functionality will proceed to Stage Three (3) where bids will be evaluated on presentation.

#### **STAGE 1- PRE-QUALIFICATION:**

- The proposal must include a marketing plan of the event.
- Events that attract less than 500 will not be considered and Events that are more than 4 000 people will not be considered.
- Service providers will be required to attend a Compulsory Briefing Session
- Bid document must be duly completed and submitted with the proposal.

**NB: FAILURE TO SUBMIT THE DOCUMENTS MENTIONED ABOVE WILL RESULT IN IMMEDIATE REJECTION OF THE BID.**



## STAGE 2 - FUNCTIONALITY

| ASSESSMENT CRITERIA  | POINTS     |
|--|------------|
| <p><b><u>Economic and Tourism Impact</u></b></p> <ul style="list-style-type: none"> <li>• <b>Visitor potential (20)</b> <ul style="list-style-type: none"> <li>○ Between 3000 and 4000 = 20 points</li> <li>○ Between 2000 and 3000 = 15 points</li> <li>○ Between 1000 and 2000 = 10 points</li> <li>○ Between 500 and 1000 = 5 points</li> </ul> </li> <li>• <b>Development opportunities for PDI's (10)</b> <ul style="list-style-type: none"> <li>○ 5 and above = 10 points</li> <li>○ Between 3 and 4 = 5 points</li> <li>○ 3 and less = 0 points</li> </ul> </li> <li>• <b>Job Creation (10)</b> <ul style="list-style-type: none"> <li>○ 5% of the partnership amount or more = 10</li> <li>○ 0 to 4.99% of the partnership amount = 0 points</li> </ul> </li> <li>• <b>Geographical Spread (35)</b> <ul style="list-style-type: none"> <li>○ Inland / Wild Coast = 35 points</li> <li>○ Metros = 5 points</li> </ul> </li> </ul> | <b>75</b>  |
| <p><b><u>Marketing and Media Impact</u></b></p> <ul style="list-style-type: none"> <li>• <b>Brand and Marketing alignment (5)</b> <ul style="list-style-type: none"> <li>○ 3 or more opportunities for both Destination and ECPTA branding on the events marketing collateral = 5 points</li> </ul> </li> <li>• <b>Media Exposure (15)</b> <ul style="list-style-type: none"> <li>○ 3 or More Medium Platforms (local/community radio, social media, local/community newspaper) = 15</li> </ul> </li> </ul>  | <b>20</b>  |
| <p><b><u>Development and Sustainability of Event</u></b></p> <ul style="list-style-type: none"> <li>○ 1 Year Management Experience = 5 points</li> </ul>   | <b>5</b>   |
| <b>TOTAL</b>   | <b>100</b> |

***NB: Only proposals assessed at 80% and above points for functionality will be taken into consideration for evaluation for Stage 3 (Presentation).***

In the event where there are Service Providers scoring the same number of points for Functionality, the following tie breaking mechanism will be followed and applied:

- The Highest Scoring Service Providers will be shortlisted for Presentations up to a maximum of 5 Service Providers
- In the event that more than one service provider scoring equal total points, the shortlisting will be decided by the drawing of lots with the service providers tied on points.



### **STAGE 3: PRESENTATION**

ECPTA is seeking to appoint Three Events Partnership for each financial year (the event must take place between April and March of each year and can be hosted at any time period in the financial year within the Eastern Cape).

Only Top 5 bidders who obtain a minimum score of 80% on functionality will be required to give an oral presentation. Three successful proposals out of the Top 5 will be contacted directly to conclude contractual agreements with ECPTA for a period of two years with an option to extend for a further period of one (1) year.

In the event where there are Service Providers scoring the same number of points for Presentations, the following tie breaking mechanism will be followed and applied:

- The Highest Scoring Service Providers will be awarded up to a maximum of 3 Service Providers
- In the event that more than one service provider scoring equal total points, the award will be decided by the drawing of lots with the service providers tied on points.

Where applicable, funding preference will be given to Service Providers with a higher economic impact.

### **BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

- In line with ECPTA mandate only Events that are based in the Eastern Cape will be considered. Event organisers outside the province will only be considered if the event will be hosted within the boundary of the Eastern Cape.
- The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply.
- The ECPTA does not bind itself to accept the highest proposal or any other request of proposal and reserves the right to accept the whole or part of the expression of interest.
- Request of Proposals that are late, incomplete, unsigned, or submitted by facsimile or electronically will not be accepted
- Bidders must be registered with the National Treasury Central Supplier Database (CSD) and provide a copy of CSD full report for the month of April 2023.
- Bids submitted are to hold good for a period of 90 days
- A service level agreement shall be signed with all approved partnerships.
- ECPTA reserves the right to terminate the contract if not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process.
- Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement, it will be automatically disqualified.





- The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents.

**The following documents must be submitted with the tender document:**

- Proof of registration with Treasury Central Supplier Database (CSD) (a valid compliant tax status)
- Proof of address
- Companies who bid as a joint venture must supporting documents for both companies and a JV agreement.
- Business Plan of event
- Sponsor List (Where applicable)



## GENERAL CONDITIONS OF THE BID

### 1. Interpretation

The word "Bidder" in these conditions shall mean and include any firm or any company or body incorporated or unincorporated.

The word "ECPTA" in these conditions shall mean the Eastern Cape Parks & Tourism Agency.

### 2. Extent of the bid

This contract is for the provision of the services as detailed in the attached Specification (page 4-8).

### 3. Contract to be Binding

The formal acceptance of the Purchase Order by the ECPTA will constitute a contract binding on both parties. A service level Agreement will be signed by both parties

### 4. Mode of the Bid

All Bids shall be completed and signed: All forms, annexure, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.*** The ECPTA wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

### 5. Quality

Should the specifications and / or descriptions not address any aspects of quality as specified, clarity should be provided to the ECPTA prior to the submission of a quotation.

### 6. Insurance Claims, etc.

The ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The company shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify the ECPTA against all risks or claims which may arise. It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to ECPTA for scrutiny.



## **7. Signing of Documents**

Bidders are required to return the complete set of documents duly signed.

## **8. Period of Validity for Bids and withdrawal of Bid after Closing Date**

All bids must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the Bid document.

### **8.1 Penalty Provision**

Should the success Bidder:

- a. Withdraw the Bid during the afore-mentioned period of validity; or
- b. Advise the ECPTA of his / her / their inability to fulfill the contract; or
- c. Fail or refuse to fulfill the contract; or
- d. Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the ECPTA:

All expenses incurred by the ECPTA to advertise for or invite and deliberate upon new Bids, should this be necessary.

The difference between the original accepted Bid price and:

- (i) A less favorable (for the ECPTA) Bid price accepted as an alternative by the ECPTA from the Bids originally submitted; or (ii) A new Bid price.

## **9. Value Added Tax**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price but must be shown separately.

## **10. Price Escalation:** N/A

## **11. Authority to Sign Bid Documents**

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the ECPTA at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.



**12. Samples:** N/A

**13. Duration of the Bid:** The Event Partnership is for a period of 2 years with an option to renew for a further period of one year.

**14. Delivery Periods:**

The successful proposals will liaise with Zukiswa Ntwasa – 041 492 0752

**15. Closing Date / Submitting of Quotations**

Bids must be submitted in sealed envelopes clearly marked “**CALL FOR PROPOSALS FOR EVENTS PARTNERSHIPS: LOCAL/ SMALL SCALE EVENT PARTNERSHIPS FOR A PERIOD OF TWO (2) YEARS WITH AN OPTION TO RENEW FOR A FURTHER ONE (1) YEAR.**” - RFP NO. 05/22/23”

Quotations must be deposited in the Bid Box, 17-25 Oxford Street (Cnr of Fleet & Oxford Street), East London, by no later than **11:00 am** on the **25 April 2023**

***Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered***

**16. Bid Enquiries**

Enquiries should be directed to the Supply Chain Management Unit. The following official can be contacted: Ms Zukiswa Ntwasa at 043 492 0752 during normal office hours viz. 08:00 – 16:00 Mondays to Fridays-mail: Hlokoma.Nzanzeka@ecpta.co.za

**17. Insurance and Indemnity**

ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

**18. Validity Period**

Proposals are to be held valid and binding for 90 days from the closing date of submissions (calculated from, but not including, the due date).

**19. Payment**

To be discussed with approved Event Partnerships.



## **20. Control of The Contract**

For the purposes of this contract ECPTA has appointed the Bid Committee for the adjudication, award and management of the bid.

## **21. Agreement**

The successful bidder undertakes to be bound by all terms and conditions contained in this bid document. The contract will be rate-based.





## GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

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## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

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 **“Chief Executive Officer”** means the CEO of ECPTA or her/his duly authorized representative;
- 1.3 **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 **“Contract price”** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.
- 1.5 **“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.
- 1.6 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 **“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.
- 1.8 **“Day”** means calendar day.
- 1.9 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.10 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.11 **“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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 **“Dumping”** occurs when a private enterprise abroad markets 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.
- 1.13 **“ECPTA”** means Eastern Cape Parks & Tourism Agency.



- 1.14 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’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.
- 1.15 **“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.
- 1.16 **“GCC”** means the General Conditions of Contract.
- 1.17 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.18 **“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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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.
- 1.19 **“Letter of acceptance”** means the written communication by ECPTA to the contractor recording the acceptance by ECPTA of the contractor’s tender subject to the further terms and conditions to be itemized in the contract;
- 1.20 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.21 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.22 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.23 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.24 **“Purchaser”** means the organization purchasing the goods.
- 1.25 **“Republic”** means the Republic of South Africa.
- 1.26 **“SCC”** means the Special Conditions of Contract.
- 1.27 **“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 provider covered under the contract.



- 1.28 **“Signature date “** means the date of the letter of acceptance;
- 1.29 **“Tender”** means an offer to supply goods/services to ECPTA at a price;
- 1.30 **“Tenderer”** means any person or body corporate offering to supply goods/services to ECPTA;
- 1.31 **“Written”** or **“in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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, ECPTA shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the Eastern Cape Treasury government tender bulletin.

## **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 provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.

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

## **6. Patent rights**

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

6.2 When a provider develops documentation/projects for ECPTA, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ECPTA.

## **7. Performance security**

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

7.2 The proceeds of the performance security shall be payable to ECPTA as compensation for any loss resulting from the service provider'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 ECPTA 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 South Africa or abroad, acceptable to ECPTA, in the form provided in the bidding documents or another form acceptable to ECPTA; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by ECPTA and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **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 purchaser or an organization acting on behalf of the purchaser.

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 clause 8.2 & 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 provider.

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

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. Packaging**

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

9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.



## 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.

## 12. Transportation

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

## 13. Incidental services

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- (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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

## 14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.



## **15. Warranty**

15.1 The provider 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 provider 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 provider, 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.

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

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

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

## **16. Payment**

16.1 The method and conditions of payment to be made to the provider under this contract shall be specified

16.2 The provider 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 provider.

16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

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



## **18. Increase/decrease of quantities**

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **19. Contract amendments**

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

## **20. Assignment**

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

## **21. Subcontracts**

21.1 The provider 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 provider from any liability or obligation under the contract.

## **22. Delays in the provider's performance**

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

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

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

22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.

22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar





quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider'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 provider.

## **23. Penalties**

23.1 Subject to GCC Clause 25, if the provider 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 good 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.

## **24. Termination For Default**

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

- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

## **25. Anti-Dumping and Countervailing Duties and Rights**

25.1 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 antidumping 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

## **26. Force Majeure**

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if





and to the extent that the delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

## **27. Termination For Insolvency**

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

## **28. Settlement of Disputes**

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

28.2 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 provider 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.

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

28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

## **29. Limitation of Liability**

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

- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider 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.



### **30. Governing Language**

30.1 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.

### **31. Applicable Law**

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

### **32. Notices**

32.1 Every written acceptance of a bid shall be posted to the provider 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.

32.2 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.

### **33. Taxes and Duties**

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

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

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

### **34. Transfer of Contracts**

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

### **35. Amendment of Contracts**

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

### **36. National Industrial Participation Programme (NIP)**

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

### **37. Amendment of Contracts**

37.1 In terms of Section 4 (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).



37.2 If a bidder (s) or contractors, based on reasonable grounds or evidence obtained by purchaser, has / have engaged in the restrictive practice referred 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.

37.3 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 bidder (s) for such item (s) offered and / terminate the contract in whole or part, and / or restrict the bidder (s) or contract (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.

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**DATE**

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**SIGNATURE OF BIDDER**





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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>1</sup> 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.
- 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

<sup>1</sup> 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.





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

