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CHECKLIST - GENERAL BID

BID OFFERS WITHOUT THE FOLLOWING DOCUMENTS WILL NOT BE CONSIDERED:

BID REQUIREMENT	REFERENCE
BID OFFERS WITHOUT THE FOLLOWING DOCUMENTS WILL NOT BE CONSIDERED:	
Completed in full and signed WCBD 1 The Bid	WCPP 1
Valid and original SARS Tax Clearance Certificate in the name of the bidder. In the case of a Consortium, Joint Venture or Sub-Contracting arrangement all parties must submit a Tax Clearance Certificate.	WCPP 2
In the case of a Consortium or Joint Venture a Memorandum of Understanding, outlining the roles and responsibilities of all parties to the Joint Venture or Consortium, must be <u>signed</u> by all parties.	
Completed in full WCPP 3.3 Pricing Schedule	WCPP 3.3
A fully completed Consolidated Declaration of Interest and Declaration of bidders past Supply Chain Management Practices. In the case of a Consortium or Joint Venture <u>both parties</u> must <u>complete and sign</u> the Declaration of Interest form.	WCPP 4
NON-ADHERENCE TO THE FOLLOWING WILL NOT INVALIDATE A BID:	
Preference points claim form in terms of the Preferential Procurement Regulations 2011	WCPP 6.1 (a)
An original or certified copy of a B-BBEE Status level of Contribution Certificate	
To claim B-BBEE points in accordance with the submitted B-BBEE certificate, bidders must <u>claim</u> the points by <u>completing and signing</u> the claim form (WCPP 6.1 (a)) In the case of a Consortium or Joint Venture a <u>consolidated</u> B-BBEE Status Level of Contribution Certificate, <u>in the name</u> of the Joint Venture or Consortium must be submitted.	
I confirm that all documents requested are attached / not attached	
Comments:	
Signature.....Print..... Date.....	
Each bid must be addressed in accordance with the directives in the bid documents and must be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the reverse side of the envelope.	

WESTERN CAPE PROVINCIAL PARLIAMENT CHECKLIST – GENERAL BIDS

BID REQUIREMENT	REFERENCE	COMPLETED / ATTACHED
Completed and signed WCBD 1 The Bid	WCPP 1	
General Conditions of Contract	Annexure A	
Valid and original SARS Tax Clearance Certificate in the name of the bidders	WCPP 2	
Completed WCBD 3.3 Pricing Schedule	WCPP 3.3	
Consolidated Declaration of Interest and Declaration of bidders past Supply Chain Management Practice	WCPP 4	
Preference points claim form in terms of the Preferential Procurement Regulations 2011	WCPP 6.1 (a)	
Additional documents submitted in terms of paragraph 32.		
BIDDERS MUST SUBMIT A B-BBEE CERTIFICATE, TO QUALIFY FOR PREFERENCE POINTS		
I confirm that all documents requested are attached / not attached		
Comments:		
Signature.....Print..... Date.....		
Each bid must be addressed in accordance with the directives in the bid documents and must be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the reverse side of the envelope.		
FOR DEPARTMENTAL USE: 		
Compiled by Checked by Verified by		
Date: Date: Date:		

INVITATION TO BID

Your are hereby invited to bid for requirements of the Western Cape Provincial Parliament

BID NUMBER: _____ WCPPT 03/2015-16

CLOSING DATE: _____ 4 March 2016

CLOSING TIME: _____ 11:00

VALIDITY PERIOD: _____ 90 DAYS (from closing date)

DESCRIPTION: Hansard Tender

The successful bidder will be required to sign a written service level agreement

Kindly note that bids may either be posted or deposited in the bid box as follows:

Postal Address

Manager: SCM
Western Cape Provincial Parliament
PO Box 648
CAPE TOWN
8000

OR

in the bid box situated outside the Visitors' Centre, Ground Floor, 7 Wale Street, Provincial Legislature Building, CAPE TOWN

Bid documents that are too bulky to be placed in the bid box may be delivered at SCM Section, 5th Floor, Provincial Legislature Building, 7 Wale Street, Cape Town.

Bidders should ensure that bids are delivered timeously to the correct address. If a bid is late, it will not be accepted for consideration.

BIDDERS MUST MAKE USE OF THE OFFICIAL ATTACHED BID DOCUMENTS/ FORMS AND NO DOCUMENT/ FORM SHALL BE RETYPED. Photocopies of the documents/forms may however be used. A bid submitted in any other manner might invalidate the bid.

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

IMPORTANT CONDITIONS

1. Failure on the part of the bidder to sign this bid form (WCPP 1) and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, will invalidate the bid.
2. Bids should be submitted on the official forms and should not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements or to renounce specifically the bidder's own conditions of bid, when called upon to do so, will invalidate the bid.
3. If any of the conditions on this bid form (WCPP1) are in conflict with any special condition stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

BID CONDITIONS AND INFORMATION TO SERVICE PROVIDER

1. DESCRIPTION OF ASSIGNMENT

The Western Cape Provincial Parliament hereby invites bids for the Hansard Tender.

2. COMPULSORY INFORMATION SESSION

A compulsory information session will take place on 16 February 2016 at 10:00, 7 Wale Street, Provincial Legislature Building, Cape Town.

3. DETAILS OF CONTACT PERSON

For further information, please contact Tshepiso Nage at (021) 487 1669.

4. VALIDITY

4.1 Proposals will be valid and open for acceptance for a period of 90 days from the closing date.

4.2 If the bid is withdrawn within this period, the prospective bidder renders himself liable for damage if a less advantageous bid has to be accepted.

5. CLOSING DATE AND TIME

The deadline for the submission of the tender is 04 March 2016 at 11h00. No late submissions will be accepted for consideration.

6. EVALUATION CRITERIA

6.1 Bidder(s) must comply with the following minimum bidding criteria,

- a) Completion of WCPP Pricing schedule.
- b) Completion in full WCPP 4 Declaration of interest form. This form must be certified by a Commissioner of Oaths.
- c) Where applicable (Joint Ventures and Consortia) submission of a duly signed Memorandum of Understanding detailing the roles and responsibilities. In such cases all the parties must be actively registered on the WCSD.
- d) In terms of regulation 8 of the Preferential Procurement Regulation (pending on threshold value) the 80/20 or the 90/10 preference point system will be utilized (See Preference points claim form in terms of the Preferential Procurement Regulations 2011- WCPP 6.1).

7. PRICE

All prices must be quoted in ZAR and be VAT inclusive.

PREVIOUS EXPERIENCE

(Bid Conditions: Paragraph 4)

1. Names and contact details of clients for which similar services were rendered

Name of company	Name of contact person	Contact telephone number

SIGNED: _____
(for the bidder)

DATE: _____

TERMS OF REFERENCE

A. TENDER DEFINITIONS

- a) "Contract" means the agreement that results from acceptance of a proposal.
- b) "Provincial Parliament" shall mean the Western Cape Provincial Parliament (WCPP).
- c) "Procurement Committee" means the committee established under the Procurement policy of the Provincial Parliament.
- d) "Secretary" shall mean the Secretary to the Provincial Parliament.
- e) "Speaker" shall mean the Speaker of the Provincial Parliament.
- f) Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include females and words importing persons shall include partnerships and bodies corporate.
- g) Where in this document, reference is made to "the prior written approval of the Provincial Parliament be obtained" or words having a similar meaning, reference to the Provincial Parliament shall include reference to the Speaker or Secretary as the case may be.

B. TENDER CONDITIONS

1. TENDER ADJUDICATION PRINCIPLES

The tenders will be adjudicated by the Bid Evaluation and Bid Adjudication Committees of the Western Cape Provincial Parliament taking into account terms and conditions of the tender and those set out in the Preference Certificate (In line with the PPPFA Regulations of 2011).

2. COMPULSORY SITE VISIT

2.1 All prospective tenderers **must attend the compulsory information session** as follows:

Date	:16 February 2016
Time	:10h00
Venue	:Provincial Legislature Building No 7 Wale Street
Name of Contact Person	:Messrs. N Diedericks or O Alexander
Telephone No.	:(021) 487-1736 and 487-1619

PLEASE PROVIDE PROOF OF IDENTITY WHEN ATTENDING COMPULSORY SITE VISIT (eg. IDENTITY BOOK, DRIVER'S LICENCE OR PASSPORT).

- 2.2 Failure to attend the compulsory information session will invalidate the tenderer's offer.
- 2.3 The Western Cape Provincial Parliament will make use of this opportunity to discuss the general approach/benefits, which it wants to achieve through the contract for this service. Prospective tenderers are therefore urged to ensure their attendance thereof.

C. THE SERVICE

1. PRODUCTION OF PARLIAMENTARY DEBATES

Recording, transcription, translation and production of parliamentary debates and proceedings (Hansard production) by the Contractor involve the following:

- 1.1 Recording of parliamentary debates and proceedings;
- 1.2 Transcription and editing of parliamentary debates and proceedings;
- 1.3 Formatting of transcriptions as per established Hansard style and convention;
- 1.4 Questions and interpellations;
- 1.5 Supplying of unrevised Hansard to Members;
- 1.6 Production and supplying of revised final Hansard transcripts to the WCPP and Members (See definition in par 21);
- 1.7 Translation (See definition of “translation” in par 21);
- 1.8 Compilation of indices (see par 10);
- 1.9 Preparation of the front and back matter (See definitions in par 21). The inclusion in the Hansard volume of ATCs (Announcements, Tablings and Committee Reports document available from the WCPP) and the replies to questions for written reply as received from departments (including the formatting thereof);
- 1.10 Collation and concatenation;
- 1.11 Typesetting and printing of proofs (by printers);
- 1.12 Proofreading of proofs;
- 1.13 Final printing by printers;
- 1.14 Binding and cover;
- 1.15 Production and supplying of bound volumes to the WCPP; and
- 1.16 Supply of final print ready files in screen optimized PDF electronic format as per par 20.

2. RECORDING OF PARLIAMENTARY DEBATES AND PROCEEDINGS

- 2.1 The recording of all parliamentary debates and proceedings, within the parliamentary precincts situated in the Legislature Building, Wale Street, Cape Town, on equipment provided and maintained by the WCPP, shall be done by the Contractor.
- 2.2 Whilst the WCPP provides digital equipment in the Chamber for recording of debates and proceedings, the contractor must utilise professional quality equipment with sufficient backup to maintain a continuous recording for purposes of transcription.
- 2.3 Recording of proceedings taking place outside the premises of the Legislature Building, where necessary, may be done on an analogue system on equipment provided and maintained by the WCPP.
- 2.4 Recording equipment to be used in the Chamber, committee rooms and other specified venues will be provided and maintained by the WCPP, and the WCPP will ensure that the microphone recording system in the Chamber and in committee rooms is operational. The Contractor will be liable for any misuse or abuse of the recording equipment.
- 2.5 The WCPP uses the Win-scribe system (or similar) for the recording of parliamentary debates and proceedings in the Chamber.

3. TRANSCRIPTION AND EDITING OF PARLIAMENTARY DEBATES AND PROCEEDINGS

- 3.1 The Contractor shall effect editing to facilitate legibility and grammatical correctness.

- 3.2 The Contractor must ensure that editing does not alter the context of the speeches or proceedings.
- 3.3 The Contractor must also ensure that Members likewise do not alter their speeches so as to change the content and meaning of their speeches.
- 3.4 Verification of facts: The Contractor shall verify the correctness of names, quotations, titles of acts and bills, references, etc., as far as possible.
- 3.5 The Contractor must be familiar with the styles and conventions applying to Hansard.

4. FORMATTING

The formatting of the unrevised Hansard version, the revised version and the bound volumes shall be as determined by the WCPP in consultation with the Contractor. The WCPP will provide the contractor with a sample copy of a bound Hansard volume.

5. QUESTIONS AND INTERPELLATIONS

- 5.1 Questions and interpellations comprise the following categories:
 - 5.1.1 Questions for oral reply by Ministers in the Chamber and the replies thereto in the Chamber;
 - 5.1.2 Interpellations for oral reply by Ministers in the Chamber and the replies thereto;
 - 5.1.3 Questions for oral reply in the Chamber which are not physically replied to in the Chamber (for example, when the time for such questions runs out) and the replies thereto as furnished by departments;
 - 5.1.4 Questions to the Premier without notice and the replies thereto;
 - 5.1.5 Questions for written reply by Ministers and the replies thereto as furnished by departments.
- 5.2 Questions and interpellations for oral reply in the Chamber and the replies thereto in the Chamber as well as questions for oral reply not dealt with in the Chamber and the replies thereto as furnished by departments, must be incorporated in the unrevised Hansard and the revised Hansard transcriptions.
- 5.3 Questions and interpellations for oral reply and the replies thereto, questions to the Premier without notice and the replies thereto and questions for written reply and the replies thereto shall for the purposes of the bound volumes be produced in a separate section at the back of each volume, printed on sky blue paper.
- 5.4 The WCPP will supply the Contractor with replies to questions and interpellations for oral reply dealt with during the session. The Contractor shall check the verbal against the written replies and get a ruling on the correct version from the Ministry concerned. Questions not replied to verbally must be published with the replies as supplied to the Contractor by the Ministry.
- 5.5 The WCPP will provide questions and replies to Questions for written reply to the Contractor for publication.

6. SUPPLYING OF UNREVISED HANSARD TRANSCRIPT TO MEMBERS

The Contractor shall, by 10:00 on the third working day following the sitting, supply the unrevised Hansard transcript (see definition of "unrevised Hansard" in par 21) of all speeches (in the original languages used but with in-text translations as per par 9 below) to all Members for them to effect minor corrections.

7. PRODUCTION AND SUPPLYING OF REVISED HANSARD TRANSCRIPTS TO WCPP AND MEMBERS

The Contractor must provide all Members and the Secretary with a complete, revised and edited Hansard transcript of each sitting day's proceedings and debates (A4 page double line spacing) within seven working days after such sitting.

8. OFFICIAL LANGUAGES OF THE WESTERN CAPE PROVINCE

The three official languages of the Western Cape Province are English, Afrikaans and isiXhosa. These languages may be used in any debates of the Western Cape Provincial Parliament. The Hansard shall be produced in English, with in-text translations of speeches rendered in Afrikaans and isiXhosa.

9. TRANSLATIONS OF PARLIAMENTARY DEBATES AND PROCEEDINGS

9.1 All debates and proceedings in the Chamber must be provided with in-text translations, as follows:

- isiXhosa to English
- Afrikaans to English

9.2 For the purposes of the bound volumes all the contents referred to in par 12 must, where applicable, be translated from Afrikaans and/or isiXhosa to English.

10. COMPILATION OF INDICES

The following indices must be produced and form part of the bound Hansard volumes:

- 10.1 Index to Proceedings: This index covers the life of a Parliament and is to be updated in respect of each volume.
- 10.2 Index to Speeches: This index covers the life of a Parliament and is to be updated in respect of each volume;
- 10.3 Interpellations under names of Members;
- 10.4 Oral and written questions as put to the relevant Ministers under the names of Members;
- 10.5 Questions to Premier without notice under the names of Members.

11. PREPARATION OF FRONT AND BACK MATTER

11.1 The front and back matter form part of the bound volume of Hansard.

11.2 Front matter (the pages numbered in roman numerals at the front of the Hansard volume)

- 11.2.1 Names and positions of Cabinet and Office-bearers as applicable to a particular volume (page not numbered);
- 11.2.2 Names of Members under Party affiliations as applicable to a particular volume (page (i));
- 11.2.3 Names of Permanent Delegates to the National Council of Provinces as applicable to a particular volume (page (ii));
- 11.2.4 Index to Proceedings (pp (iii) *et seq*). This index covers the life of a Parliament and is to be updated in respect of each volume.
- 11.2.5 Index to Speeches (pages numbered in roman numerals following on Index to Proceedings). This index covers the life of a Parliament and is to be updated in respect of each volume;
- 11.2.6 Blank page.

11.3 Back matter (the pages numbered in roman numerals at the back of the Hansard volume)

- 11.3.1 Interpellations under names of Members (pp (i) *et seq*);
- 11.3.2 Oral and written questions as put to the relevant Ministers under the names of Members;
- 11.3.3 Questions to Premier without notice under the names of Members.

12. CONTENTS OF BOUND VOLUMES

- 12.1 Front matter (the pages numbered in Roman numerals at the front and back of the Hansard volume).
 - 12.1.1 Names and positions of Cabinet and Office-bearers as applicable to a particular volume (page not numbered);
 - 12.1.2 Names of Members under Party affiliations as applicable to a particular volume (page (i));
 - 12.1.3 Names of Permanent Delegates to the National Council of Provinces as applicable to a particular volume (page (ii));
 - 12.1.4 Index to Proceedings (pp (iii) *et seq*). This index covers the life of a Parliament and is to be updated in respect of each volume.
 - 12.1.5 Index to Speeches (pages numbered in roman numerals following on Index to Proceedings). This index covers the life of a Parliament and is to updated in respect of each volume;
 - 12.1.6 Blank page.
- 12.2 Debates (pp 1 *et seq* in the first volume of a particular Parliament (eg First Session of Fourth Parliament – after a general election) and subsequent page numbering following on the previous session). Page numbering follows the life of a Parliament.
- 12.3 ATCs (Announcements, Tablings and Committee Reports) - This forms part of the numbering applicable to debates. This follows after each day's sitting and includes all ATCs up to the next sitting.
- 12.4 Interpellations, Questions and Replies (this has its own page numbering and follows the principle as with debates).
- 12.5 Back matter
 - 12.5.1 Interpellations under names of Members (pp (i) *et seq*);
 - 12.5.2 Oral and written questions as put to the relevant Ministers under the names of Members;
 - 12.5.3 Questions to Premier without notice under the names of Members.

13. COLLATION, CONCATENATION AND PRODUCTION OF MANUSCRIPT

The Contractor shall be responsible for the collation and concatenation of all materials to be published and the production of the manuscript to be printed.

14. TYPESETTING AND PRINTING OF PROOFS

The Contractor shall cause the manuscript of each bound volume to be typeset and printed in proof format.

15. PROOFREADING OF PROOFS AND ALLOCATION OF PAGE NUMBERS

The Contractor shall be responsible for the proofreading of proofs and the allocation of page numbers as contemplated in par 12. The page numbers relating to the front and back matter start afresh in respect of each volume, but in respect of the rest of the contents follow on the previous volume.

16. PRINTING, BINDING AND COVERS OF BOUND VOLUMES

- 16.1 There shall be a bound volume comprising records of debate of between two and four consecutive sittings, depending on the length of the sittings contained within the volume.
- 16.2 Printing of the debates and proceedings is to be done in one (1) colour (black), on white bond A4 paper of not less than 80gsm printed on both sides. See pars 4 and 12 as to the format of the bound volumes. The Secretary to Parliament will provide the Bidder on request with a sample copy of a bound Hansard volume.
- 16.3 An ISBN number for each volume must be obtained from the Secretary.
- 16.4 Binding and cover:
- 16.4.1 The cover stock to be utilised by the Contractor must be Cascade blue and not less than 170 gsm. The cover print should be done in one (1) colour (black), in English and must contain the following:
- 16.4.2 Volume number, the words "Republic of South Africa", the words "Debates of the Parliament of the Province of the Western Cape", "(HANSARD)", "... SESSION - ... PARLIAMENT OF THE PROVINCE OF THE WESTERN CAPE", and the dates of the sittings included in the volume.
- 16.4.3 The spine shall similarly be printed in English, indicating the volume number, dates of sitting days, page numbers for debates and questions and interpellations and that it is the proceedings of the WCPP.
- 16.4.4 Samples of the Hansard can be viewed by contacting the Secretary to the Provincial Parliament, Legislature Building, 7 Wale Street, Cape Town.

17. TIME FRAME

The Contractor must produce a bound Hansard volume within **six (6) weeks or such period as agreed upon between the WCPP and the Contractor*** after the last sitting to be included in that volume (see definition of "bound volume" in par 21).

An electronic copy containing screen optimised PDFs on the entire bound volume must be supplied to the Secretary at the same time as the bound volume.

18. TRANSCRIPTION OF STANDING COMMITTEE MEETINGS, PUBLIC HEARINGS AND OTHER MEETINGS

The Contractor shall, upon request of the WCPP, transcribe the proceedings, or portions thereof of a standing committee, a public hearing, and/or any other meeting related to parliamentary business within and outside the parliamentary precincts. Transcriptions must be produced and delivered on the times agreed to by the parties at the time of request. ***In cases of urgency overtime rates will apply.****

19. TYPE SET-UP, RECORDINGS AND ELECTRONIC RECORDING MEDIA

Tapes, readable CDs and other media used to effect electronic recordings in terms of this contract shall be the property of the WCPP and accordingly be handed over to the Secretary to Parliament after recordings have been finalised, and shall not be used for any other purpose.

20. NUMBER OF COPIES

The Contractor must provide 10 copies of each bound volume to the Secretary within the time frame as stipulated in par 17. Each set must be accompanied by a read-only electronic copy.

21. DEFINITIONS

“back matter” means the pages numbered in roman numerals at the back of the Hansard volume.

“bound volume” means a printed and bound volume of Hansard containing all the parts referred to in par 12, and contains the debates and proceedings relating to between two and four sittings, this being determined by the length of the sitting contained within the volume to be produced: Provided that if such sequence of sittings is interrupted by a parliamentary recess, the format of such volume shall be determined in consultation with the Secretary;

“front matter” means all the pages at the front of a volume numbered in roman numerals;

“Index to Proceedings” means a subject index;

“Index to Speeches” means a subject index under the names of Members”;

“life of a Parliament” means a period starting with the commencement of the first session of each Parliament after a general election for a provincial legislature to and including the last session of that legislature prior to the next general election. At the moment the Western Cape Provincial Parliament (the Fifth Parliament) is in its Third Session. Numbering of the pages of the Hansard volumes will start with the first session and run on until the end of the last session of Parliament.

“precincts”, for the purposes of this contract, means the precincts of the Provincial Legislature Building in Wale Street, Cape Town, and includes any place or places as referred to in the relevant Standing Rules of the Western Cape Provincial Parliament dealing with sittings beyond seat of Provincial Parliament

“revised Hansard” means a Hansard transcript version (see definition below) which has been revised and completed after Members have returned their corrected speeches.

“translation” means the translation of debates and proceedings in the following way:

- from isiXhosa to English
- from Afrikaans to English

“in-text translation” means the translation into English of a speech or portion thereof from either isiXhosa or Afrikaans, which translation shall be placed below the source language version of the speech.

“unrevised Hansard” means an edited Hansard transcript version which is to be sent to Members within the timeframes as stipulated in paragraph 6 above, for Members to peruse and effect corrections to their speeches.

22. QUALITY ASSESSMENTS

The WCPP reserves the right to, from time to time, conduct a quality assessment of work produced by the Contractor.

23. PRICING STRUCTURE

- 23.1 For the recording of the proceedings and producing the record of debates and proceedings in the House, in terms of this contract, the Contractor shall be paid for the following services, which are

also specified in the Pricing Schedule (WCPP 3.3):

- 23.2 Recording fee (charged per hour);
- 23.3 Transcription and editing of speeches (per A4 page double line spacing) prior to being sent to Members. For the purposes of this subparagraph transcription and editing are not regarded as two separate services;
- 23.4 Final editing and proofreading of speeches after receiving them back from Members;
- 23.5 Translation per word from Afrikaans to English. For the definition of "translation", see par 21;
- 23.6 Translation per word from isiXhosa to English.
- 23.7 Production (coding, collating, formatting, indexing, preparation of manuscript and proofreading of proofs before print) of the Hansard volume, (debates, questions and interpellations for oral reply and the replies thereto during a sitting, ATCs and replies to questions for written replies);
- 23.8 Preparation of the front matter and the back matter;
- 23.9 Printing and supply of Hansard volume content;
- 23.10 Supply of cover and binding of the volume

Find herewith a template of the above said individual compulsory pricing required*

24. For transcribing of committee meetings, including public hearings, disciplinary hearings and/or any other meeting related to the business of the WCPP, in terms of this contract, the Contractor shall be paid for the following services, which are also specified in the Pricing Schedule (WCPP 3.3) (see par B.18).

24.1 Transcription (per A4 page single line spacing).

24.2 Overtime rate will apply in case of requests for urgent transcriptions outside of normal operating hours

25. **No overtime rates shall be payable in respect of the services in the normal course of the contract.***

26. The Contractor may increase the prices annually on the anniversary of the contract, based on the average Consumer Price Index (PO 141.1) over the previous six (6) months as published by the Central Statistical Service.

27. All prices must be quoted inclusive of VAT.

28. EQUIPMENT

28.1 On site –

28.2 the WCPP shall provide the equipment to record debates and proceedings of the House and committees; and

28.3 the WCPP will maintain all recording equipment.

29. Off site –

29.1 the WCPP shall provide the equipment to record debates and proceedings of the House and committees; and

29.2 the Contractor must ***provide and maintain their own office equipment*** (e.g. computers, paper, stationery, recording cassettes, printers, fax machines, diskettes, software photocopiers, etc) to execute the contract.

30. ACCOMMODATION AND TELEPHONY

30.1 The WCPP shall provide adequate office accommodation, the detail of which shall be finalized upon signature of a Service Level Agreement.

- 30.2 The Secretary will make a telephone line available, but all telephony costs, including rentals and calls, are payable by the Contractor.

31. LIAISON BETWEEN CONTRACTOR AND WCPP

The Contractor and the WCPP shall liaise with a view to establish a protocol relating to lines of communication with Members and staff of the WCPP and on matters of mutual concern. For this purpose the WCPP will designate a person to liaise with the Contractor.

The Contractor shall be entitled to the services of messengers during a sitting.

32. FORMAT OF PROPOSAL

Bidders **must** complete and submit the following Bid documents:

- 32.1 Bid – WCPP1;
- 32.2 Tax Clearance Certificate as per WCPP 2;
- 32.3 Pricing schedule (Professional services) – WCPP 3.3;
- 32.4 Declaration of interest – WCPP 4;
- 32.5 Bidders must submit the technical proposal in their preferred format, but the proposal must at least include the following:
- 32.6 Experience in the production of debates in the required Hansard format and transcriptions of meetings and the style and conventions applying to Hansard;
- 32.7 Experience, names and qualifications of staff to execute the contract;
- 32.8 The methodology to be used;
- 32.9 The time it will take to produce unrevised and revised Hansard.
- 32.10 Bidders must also provide their latest certified financial statements.

33. The submission of BBBEE Certification may be included, in line with the amended regulations of PPPFA.

34. EVALUATION CRITERIA

- 34.1 90/10 Preference points system shall be applicable to this request, and all bid offers received shall be evaluated based on the following criteria.
- 34.2 Compliance to the mandatory requirements as listed in par 32 above. All bidders that fail to provide the required information and documentation **will** be disqualified from further consideration.
- 34.3 Evaluation Stage One - Functionality evaluation criteria. In this evaluation stage, bidders are expected to obtain a minimum of 80 out of 100 points available to proceed to the next evaluation stage of the evaluation. Failure to obtain prescribed 80 points will automatically disqualify the bid offer from proceeding to the evaluation stage. (The functionality evaluation criteria are listed as per the table in 34.5 below)
- 34.4 Evaluation Stage Two – 90/10 Preference point system shall be applicable to this phase, where 90 points represent maximum obtainable points for the cheapest price, and 10 points represent the BBBEE level status.

34.5 Pre-qualification functionality evaluation criteria

	FUNCTIONALITY											
1	Capacity to deliver											
	Relevant experience in the provision of Hansard services.	45 points										
	<p>a) Experience in facilitating Hansard services. (Provide 3 contactable relevant references of previous and/or current clients and their confirmation letter), other than the WCPP</p> <table border="1"> <tr> <td>1 – 3 yrs</td> <td>4 – 6 yrs</td> <td>7 – 8 yrs</td> <td>9 yrs and more</td> </tr> <tr> <td>5 points</td> <td>7.5 points</td> <td>10 points</td> <td>15 points</td> </tr> </table>	1 – 3 yrs	4 – 6 yrs	7 – 8 yrs	9 yrs and more	5 points	7.5 points	10 points	15 points	15 points		
1 – 3 yrs	4 – 6 yrs	7 – 8 yrs	9 yrs and more									
5 points	7.5 points	10 points	15 points									
	<p>b) Number of Years the business is in existence (Provide the management structure, directors' CV's and those of individuals to be operationally involved – these staff cannot be the same as in the table above.)</p> <table border="1"> <tr> <td>5 and above years</td> <td>10 and above years</td> </tr> <tr> <td>5 points</td> <td>10 points</td> </tr> </table> <p>Number of staff with more than 5 years of individual experience. (Provide the management structure, directors CV's and those of and those individuals to be operationally involved – these staff cannot be the same as in the table above).</p> <table border="1"> <tr> <td>1 staff member</td> <td>2 or more staff members</td> </tr> <tr> <td>5 points</td> <td>10 points</td> </tr> </table>	5 and above years	10 and above years	5 points	10 points	1 staff member	2 or more staff members	5 points	10 points	20 points		
5 and above years	10 and above years											
5 points	10 points											
1 staff member	2 or more staff members											
5 points	10 points											
	<p>c) Feedback from contactable references (Please attach any testimonial letters and contact detail for the references).</p> <table border="1"> <tr> <td>Poor</td> <td>Fair</td> <td>Average</td> <td>Good</td> <td>Excellent</td> </tr> <tr> <td>0</td> <td>2 points</td> <td>4 points</td> <td>8 points</td> <td>10 points</td> </tr> </table>	Poor	Fair	Average	Good	Excellent	0	2 points	4 points	8 points	10 points	10 points
Poor	Fair	Average	Good	Excellent								
0	2 points	4 points	8 points	10 points								
2	Validity of the proposal											
	Interpretation of the client's requirements & service provider's financial stability	25 points										
	<p>a) Overall impression of the proposal provided by the bidder in respect of their interpretation of the requirements (reference to proposal)</p> <table border="1"> <tr> <td>Non-compliant (Does not understand requirement)</td> <td>Partially compliant (Partially understand requirement)</td> <td>Fully compliant (Understand requirement)</td> </tr> <tr> <td>0 points</td> <td>5 points</td> <td>10 points</td> </tr> </table>	Non-compliant (Does not understand requirement)	Partially compliant (Partially understand requirement)	Fully compliant (Understand requirement)	0 points	5 points	10 points	10 points				
Non-compliant (Does not understand requirement)	Partially compliant (Partially understand requirement)	Fully compliant (Understand requirement)										
0 points	5 points	10 points										

	<p>b) Financial capacity of the service provider. The following financial ratios shall apply and grades as follows: Liquidity, Financial Autonomy, Profitability & Solvency)</p> <table border="1"> <tr> <td>Weak (0-5)</td> <td>Acceptable (6-10)</td> <td>Good (11-15)</td> </tr> <tr> <td>0 points</td> <td>10 points</td> <td>15 points</td> </tr> </table>	Weak (0-5)	Acceptable (6-10)	Good (11-15)	0 points	10 points	15 points	15 points
Weak (0-5)	Acceptable (6-10)	Good (11-15)						
0 points	10 points	15 points						
3	Capability to deliver desired service							
	Resource Criteria	30 points						
	Evaluation Criteria	Possible score						
	a) Understanding of Hansard services	10 points						
	b) Provides for user friendly, professional and efficient system	10 points						
	c) Usefulness and efficiency of the vendor related to turnaround of Hansard	10 points						

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF THAT: -

1. The taxes of the successful bidder **MUST** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)" must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of six (6) months from date of issue. The Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the valid **original** Tax Clearance Certificate at the closing time of the bid **will** invalidate the bid.
3. In bids where Consortia/Joint Ventures/Sub-contractors are involved each party must submit a separate **original** Tax Clearance Certificate.

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Procurement (Business Interest of Employees) Act No 8 of 2010, Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Institution must be registered on the central supplier database.

3. Definitions

“Bid” includes a price quotation, advertised competitive bid, limited bid or proposal

“Bid rigging (or collusive bidding)” occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors

“business interest” means —

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, and includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“Consortium or Joint Venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

“employee” means a person employed by the Institution, whether permanently or temporarily, including —

- (a) an employee as contemplated in section 8 of the Public Service Act;
- (b) a person appointed in terms of section 12A of the Public Service Act;
- (c) a person transferred or seconded to the Institution or a provincial public entity in terms of section 15 of the Public Service Act; and
- (d) an educator as defined in the Employment of Educators Act, 1998 (Act 76 of 1998), and includes a member of the board or other controlling body of a provincial public entity;

“entity” means any —

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province

“Family member” means a person’s —

- (a) spouse; or
- (b) child, parent, brother or sister, whether such a relationship results from birth, marriage or adoption;

“**intermediary**” means a person through whom an interest is acquired, and includes—

- (a) a person to whom is granted or from whom is received a general power of attorney; and
- (b) a representative or agent;

“**Institution**” means —

Provincial Government of the Western Cape

“**Provincial Government Western Cape (PGWC) / Western Cape Provincial Parliament (WCPP)**” mean

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“**RWOPS**” means —

Outside the Public Service

Remunerative Work

“**spouse**” means a person’s —

- (a) partner in marriage;
- (b) partner in a customary union according to indigenous law; or
- (c) partner in a relationship in which the parties live together in a manner resembling a marital partnership or customary union;

4. Any legal person, including persons employed by the Institution, or their family members, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the PG, or to their family member, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution; and/or
5. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution’s supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
6. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
7. Communication between partners in a joint venture or consortium will not be construed as collusive bidding
8. 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.

SECTION A: DETAILS OF THE ENTITY

A1.	<i>Name of the Entity</i>	
A2.	<i>Entity registration Number (where applicable)</i>	
A3.	<i>Entity Type</i>	
A4.	<i>Tax Reference Number</i>	
<p>A5. <i>Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of an entity, of the entity should be disclosed in the Table A below.</i></p>		

C2. Table C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT / ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?

NO	YES
----	-----

C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?

NO	YES
----	-----

(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.)

C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?

NO	YES
----	-----

C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?

NO	YES
----	-----

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT
The form should be signed by a duly authorised representative of the entity before a commissioner of oaths.

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I understand the content of the document;
- iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.
- iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

DULY AUTHORISED REPRESENTATIVE'S
SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

1.1 Do you know and understand the contents of the declaration?

ANSWER:

1.2 Do you have any objection to taking the prescribed oath?

ANSWER:

1.3 Do you consider the prescribed oath to be binding on your conscience?

ANSWER:

1.4 Do you want to make an affirmation?

ANSWER:

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed before me and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
SIGNATURE

.....
FULL NAMES

Commissioner of Oaths

Designation (rank)ex officio: Republic of South Africa

Date:Place

Business Address:

Bid no.
(To be inserted by bidder)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based

Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number

:

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier

- Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:.....
 ADDRESS:.....

.....

WESTERN CAPE PROVINCIAL PARLIAMENT (WCPP)

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Dumping and countervailing duties
25.	Force Majeure
26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the 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 Invitations to bid are published in the media.

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 Western Cape Provincial Parliament or an organization acting on behalf of the Western Cape Provincial Parliament.

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

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

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

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

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

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

9. Packing

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

absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

- (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and 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 Western Cape Provincial Parliament 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.