



PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL
KZN DEPARTMENT OF PUBLIC WORKS

REFERENCE NO : ZNT 10/19/20

**SERVICE : DEVELOPMENT OF AN INTEGRATED INFORMATION
MANAGEMENT SYSTEM FOR KZN DEPARTMENT OF
PUBLIC WORKS**

NAME OF TENDERER:
.....

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SECTION A
REQUEST FOR PROPOSAL

DESCRIPTION: Request for Proposals for the development of an integrated information management system for KZN Department Of Public Works

CLOSING DATE: 8 October 2019

CLOSING TIME: 11H00AM

Compulsory Briefing session:

Date : 17 September 2019

Time : 09h30

Venue : Department of Public Works, 191 Prince Alfred Street, Pietermaritzburg, Auditorium B

PROPOSAL DOCUMENTS MAY BE POSTED TO
KZN DEPARTMENT OF PUBLIC WORKS, HEAD OFFICE
PRIVATE BAG X 9041
PIERTERMARITZBURG
3200

OR

DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
KZN DEPARTMENT OF PUBLIC WORKS, HEAD OFFICE
191 PRINCE ALFRED STREET
PIERTERMARITZBURG
3200

Service providers should ensure that proposals are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL PROPOSALS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS PROPOSAL IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

<p style="text-align: center;">A. THE FOLLOWING PARTICULARS MUST BE FURNISHED B. (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)</p>

NAME OF BIDDER

POSTAL

ADDRESS

STREET

ADDRESS

TELEPHONE NUMBER ;
CODE.....NUMBER.....

CELLPHONE
NUMBER.....

FACSIMILE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION
NUMBER.....

SIGNATURE OF BIDDER
.....

DATE.....

CAPACITY UNDER WHICH THIS BID IS
SIGNED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person: SCM Enquiries

Tel: 033-355 5455

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr BLA Pillay

Tel: 033-260 4026

E-mail address: Byron.pillay@kznworks.gov.za

SECTION B

NOTES AND SPECIAL INSTRUCTIONS TO SERVICE PROVIDERS

1. PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the proposal be retyped or redrafted. Photocopies of the documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Proposals submitted must be complete in all respects.
5. Proposals shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each proposal shall be addressed in accordance with the directives in the proposal document and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such proposals may be rejected as being invalid.
7. All proposals received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the proposals. Where, however, a proposal is received open, it shall be sealed. If it is received without a proposal number on the envelope, it shall be opened, the proposal number ascertained, the envelope sealed and the proposal number written on the envelope.
8. A specific box is provided for the receipt of proposals, and no proposals found in any other box or elsewhere subsequent to the closing date and time of proposal will be considered.
9. No proposals sent through the post will be considered if it is received after the closing date and time stipulated in the proposals documentation, and proof of posting will not be accepted as proof of delivery.
10. No proposals submitted by telefax, telegraphic or other electronic means will be considered.
11. Proposal documents must not be included in packages containing samples. Such proposals may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Proposals will be opened in public as soon as practicable after the closing time of proposal.
15. Where practical, prices are made public at the period of opening proposal.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

SECTION C

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

- 1 In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the verification functionality of key supplier information.
- 2 Prospective suppliers will be able to self-register on the CSD website: www.csd.gov.za
- 3 Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.
- 4 Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.

CSD Number

SECTION D
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS
CORRECT AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative).....

....., WHO REPRESENTS (state name of bidder).....

.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER'S DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS QUOTATION/BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS QUOTATION/BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....

NAME OF BIDDER

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

SECTION E DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, 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 state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full Name of bidder or his or her representative:

.....

- 2.2 Identity

Number:.....
.....

- 2.3 Position occupied in the Company (director, trustee, shareholder², member):

.....

- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

- 2.5 Tax Reference Number:

.....
.

- 2.6 VAT Registration Number:

.....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

- 2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

- 2.7.1 If so, furnish the following particulars:

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Number	Income Reference	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED
(NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3
ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME

SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SECTION F - BID OFFER

(To be completed by Bidder)

1. BID PRICE INCLUDING VAT: R.....
2. AMOUNT IN WORDS:
.....
3. TIME FOR COMPLETION/ DELIVERY:calendar months

NAME OF BIDDER:

SIGNATURE

DATE:

.....

.....

.....

FOR OFFICE PURPOSES ONLY

IMPORTANT

Mark appropriate block with "X"

- | | | |
|---|-----|----|
| 1. HAVE ANY ALTERATIONS BEEN MADE? | YES | NO |
| 2. HAS AN ALTERNATIVE BID BEEN SUBMITTED? | YES | NO |
| 3. IF APPLICABLE: DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION? | YES | NO |

SECTION G

KwaZulu-Natal Department of Public Works

Integrated Information Management System

1. INTRODUCTION

- 1.1. In terms of the Constitution of the Republic of South Africa, No 108 of 1996, all state owned national and provincial immovable assets must be vested in the name of the national government, or one of the nine provinces.
- 1.2. The national government as a whole is therefore the custodian of all national government immovable assets.
- 1.3. Custodial departments are assigned by the President of the Republic of South Africa or by various legislation to exercise the responsibilities associated with ownership on behalf of national government.
- 1.4. These responsibilities include acquisition, management and operation, maintenance and disposals.
- 1.5. In terms of the State Land Disposal Act of 1961, the **Kwazulu-Natal Department of Public Works (KZN DPW)** is the custodian of all immovable assets vested in the national government, which are not otherwise vested in the custodianship of other departments through legislations.
- 1.6. In terms of the Public Finance Management Act, 1999, (PFMA), all national and provincial custodians of immovable assets are required to manage and maintain immovable asset registers.

2. BACKGROUND

- 2.1. KZN DPW are the custodian of all provincial immovable assets, land parcels, facilities, buildings and structures located in KZN.
- 2.2. KZN DPW manages the Infrastructure Budgeting and Project Management for all construction projects or programmes, including development programmes initiated.

- 2.3. Supply Chain Management includes the construction procurement process for all suppliers involved and provides the KZN DPW with information and process management as it pertains to Construction Suppliers, Construction e- Procurement, Construction Contracts and reporting requirements.
- 2.4. The KZN DPW initiated a project for the business process automation of its core business functions for **Immovable Asset Management (IAM), Infrastructure Maintenance and Technical Support (IMTS) and Supply Chain Management (SCM)**.
- 2.5. Archibus¹ modules, (Web Central Core System Concurrent User Licenses, Real Estate and Portfolio Management, Capital Budgeting and Project Management, Condition Assessment; and On Demand Work / PM / Service Desk) were procured to achieve the department's automation requirements but full implementation was not realised.

3. PURPOSE

- 3.1. The KZN DPW invites proposals for appropriate Software Solutions from suitably qualified and experienced service providers with the relevant knowledge and experience to enter into a contract with the KZN DPW to complete the customisation and implementation.
- 3.2. A one year support and maintenance agreement will be required per business unit implemented (IAM, IMTS and SCM) after go-live.
- 3.3. Service providers must have experience in ICT Systems, Business Process Mapping and Re-engineering, Solutions Development, System Customisation, Systems Integration, Systems Implementation, in addition to knowledge and experience in the proposed Software Solution.
- 3.4. The service provider will be required to manage the implementation and go-live of the system, including the uploading of the available data so that the KZN DPW is able to use the system efficiently.

¹ ARCHIBUS is an Integrated Workplace Management System platform developed by ARCHIBUS, Inc. The platform is integrated bi-directionally with building information modelling and CAD design software. ARCHIBUS software solutions are used to manage property information.

- 3.5. The service provider will also be required to supply the relevant software licenses for the solution.
- 3.6. The system must be aligned to all legislation applicable to the KZN DPW.

4. SCOPE OF WORK

- 4.1. The KZN DPW requires the services of a qualified, experienced and competent service provider for completion of implementation with full functionality for IAM, IMTS and SCM to a “go live” status in the department’s production environment.
- 4.2. The service provider will be responsible for migrating the existing data from the current systems (PREMIS for IAM and WIMS for IMTS) using validations. The asset register data, in its completed state, must be able to link directly to the departments ArcGIS environment.
- 4.3. The service provider will be required to manage customisation, implementation and all integration requirements into BAS, GIS and other approved government systems in terms of the System Development Life Cycle (SDLC) and COBIT 5.
- 4.4. The service provider must perform project management from inception to completion of system go-live, training, as well as all system support and maintenance thereafter.
- 4.5. The contract must provide for a one year (12 month) support and maintenance agreement per business unit implemented (IAM, IMTS and SCM) after go-live.

4.6. PHASES OF CONTRACT

- 4.6.1 The service provider will be required to undertake the contract in the following Phases.

4.6.2 PHASE 1 – CONFIRMATION OF DEPARTMENTAL REQUIREMENTS FOR IAM, IMTS AND SCM

Reviewing, Updating and Development of the *User, Functional* and *Technical Requirements Specifications*. Outputs from **Phase 1** should include:

- a) Requirements Traceability Matrix
- b) Approved User Requirements Specifications
- c) Approved Functional Requirements Specifications

- d) Approved Technical Specifications including Design (All Diagrammatic Representations)

All URS's/FRS's that have cross business unit (IAM/IMTS/SCM) functionality must be approved by the business unit managers of all business units concerned.

4.6.3 PHASE 2 – GAP ANALYSIS OF THE APPROVED BUSINESS REQUIREMENTS WITH THE CURRENT SYSTEMS FUNCTIONALITY IMPLEMENTED

- a) Perform an assessment to compare the approved business requirements against the current system functionality.
- b) Produce Gap Analysis Report for IAM, IMTS and SCM.
- c) Develop a System Completion Plan for approval by the department in accordance with best practice, the SDLC and COBIT 5

4.6.4 PHASE 3 – COMPLETION OF SYSTEM IMPLEMENTATION, TRAINING AND GO-LIVE FOR IAM, IMTS AND SCM

- a) Completion of system implementation as per approved System Completion Plan in accordance with best practice, the SDLC and COBIT 5
- b) Onsite training for all users (District, Regional and Head Office)

4.7. The effective date of the one-year support and maintenance agreement will be after go-live of each business units (IAM, IMTS and SCM) functionality.

5. METHOD OF EVALUATION

5.1. The service provider must demonstrate a plan with timelines that is clearly able to address all the tasks necessary to ensure a successful achievement of requirements. The evaluation of the bids will be conducted in the following three stages:

- a) Stage 1 : Responsive Criteria
- b) Stage 2 : Functionality
- c) Stage 3 : Price and Preference

5.2. Stage 1: Responsive Criteria

- 5.2.1.** For a bid to be considered as a responsive bid, the bidder must satisfy the following mandatory requirements as per the tender documents.
- 5.2.2.** Failure to meet these mandatory requirements will result in the bid being considered non-responsive, and the bid will be disqualified.
- 5.2.3.** Bidders must use the table below in their response document.

Responsiveness Criteria Table				
Item	Description	Comply?		Remarks
		Yes	No	
a)	The bidder must be a valid, approved and accredited Solutions Software Reseller and Implementing Agent			
b)	The bidder must have a proven track record of knowledge of the proposed software solution as well as proof of successful implementations			
c)	The bidder must have experience in service provision within property management, infrastructure management and supply chain management			
d)	The bidder must have proven track record of successful ICT development, system customisation and implementation			
e)	The bidder must have full time availability of experienced developers with knowledge and experience of the proposed software solution			
f)	The bidder must have full time local/on site availability of business analysts with proven experience in ICT systems, business processes mapping and business process re- engineering within government departments			
g)	The bidder must have availability of experienced trainers to provide onsite training as required.			
h)	The bidder must have availability of a project manager with proven experience in managing ICT system related projects as per the COBIT 5 and SDLC			
i)	The bidder must have an established back up and support service available to the KZN DPW.			

Responsiveness Criteria Table				
Item	Description	Comply?		Remarks
		Yes	No	
j)	The bidder must have the ability to customise and implement the system to the needs of the KZN DPW including the integration requirements into BAS and ArcGIS and other approved government systems.			
k)	The bidder must provide all compulsory compliance documentation as per Paragraph 16.			
l)	The Bidder must attend the compulsory briefing session, and submit the signed proof of attendance with their bid proposal.			
m)	The bidder must supply a <u>detailed/itemization pricing schedule</u> of all information specified <u>per business unit (IAM, IMTS and SCM) per Phase for scope of work.</u>			
n)	If applicable, <i>the Bidder must confirm in the bid response all details</i> of any Sub-Contracting, Joint Venture or Consortium Agreements			

5.3. Stage 2: Functionality

5.3.1. Firstly, the assessment of functionality will be conducted in terms of the evaluation criteria and the minimum threshold will be 70%. A bid will be disqualified, if it fails to meet the minimum threshold for functionality as per the bid invitation.

5.3.2. The bidder will be required to supply a detailed methodology statement aligned to COBIT 5 and SDLC, detailing the steps that will be followed to complete the requirements during the contract period. **This must include separate detailed costing per Stage per business unit to fulfil the contract requirements.** The methodology statement should reflect the following aspects which would be used as criteria for functionality during assessment of the submission:

- a) Proof of expertise, formal qualifications, certifications and experience in completed and successful system implementation with the Software Solution Implementation within local, provincial or national government
- b) Proof of ICT technical and business analysis specialists. Supply CV's.

c) A well-documented, detailed proposed plan of action to achieve the objectives of the contract, highlighting:

- i. Critical skills and competences required;
- ii. The deployment of resources including equipment;
- iii. Stakeholder engagement;
- iv. Transfer of required skills to KZN DPW's relevant officials;
- v. Development of business processes for the management and maintenance of data;
- vi. Quality assurance; and critical time frames;
- vii. Access to skilled staff that will assist with user support where relevant and appropriate; and
- viii. Training

d) Knowledge and understanding of the:

- i. Property sector regulatory environment;
- ii. Infrastructure development;
- iii. Immovable asset registers;
- iv. Mandate and functions of National and Provincial Custodians of State immovable assets;
- v. Government's empowerment initiatives; and
- vi. Supply Chain Management Policy and Procedures.

5.3.3. Functionality shall be scored independently by not less than three evaluators in accordance with the following schedules:

a) Schedule 1

A detailed Approach and Methodology paper incorporating aspects as defined in the tender document.

b) Schedule 2

Organizational capacity of the bidder, experience in Information Technology Solutions Projects, and knowledge and experience of the Software Solution

c) Schedule 3

Knowledge and Experience of key personnel in the implementation, support and maintenance of the Software Solution, property management, infrastructure management and supply chain management employed by the bidder

5.3.4. Firstly, the assessment of functionality will be conducted in terms of the evaluation scores to a maximum of 100, will be allocated to each of the criteria based on the indicators contained in these schedules. The scores of each of the evaluators will then be averaged, weighted and then totalled to obtain the final score for functionality.

5.3.5. Only those bidders who score a minimum score of 70 points in respect of the following functionality criteria are to be assessed on their financial offer and preference score.

Description of Functionality	Maximum number of tender evaluation points
1. A detailed Approach and Methodology paper incorporating aspects as defined in the tender document.	55
2. Organizational capacity of the bidder, experience in Information Technology Solutions Projects, and knowledge and experience of the Software Solution	25
3. Knowledge and Experience of key personnel in the implementation, support and maintenance of the Software Solution, property management, infrastructure management and supply chain management employed by the bidder	20
Total evaluation points for functionality	100

5.3.6. Schedule 1: Approach and Methodology Plan

The plan must respond to the proposed scope of work where relevant and appropriate. The methodology plan should articulate what the bidder is offering to provide for the price tendered in the pricing data. The following should be provided as a minimum in the plan with headings for each to facilitate easy reviewing of the submission.

- a) Project Governance and Project Management aligned to COBIT 5 and SDLC
- b) Proposed System Architecture and Design

- c) A Risk Management Plan
- d) A Data Migration Plan
- e) Details of software and licensing required to successfully implement the solution
- f) Details of ICT Service Continuity requirements to be included in the KZN DPW Business Continuity Management documentation
- g) Strategy to transfer skills to KZN DPW staff and how this will reduce dependency on the bidder's organisation during maintenance and support cycle.

The scoring of the proposed methodology paper will be as follows:

	Technical approach and methodology (work plan)
Poor (score Less than 40)	The technical approach, methodology and/or work plan is poor / is unlikely to satisfy objectives or requirements. The bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the contract. The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is lack of clarity and logic in the sequencing
Satisfactory (score max.60)	The approach is generic and not tailored to address the specific objectives and requirements. The approach does not adequately deal with the critical characteristics of the requirement. All key activities are included in the activity schedule, but are not detailed. There are minor inconsistencies between timing, service deliverables and the proposed approach.
Good (score max.90)	The approach is specifically tailored to address the specific service objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The work plan fits the approach paper well; all important activities are indicated in the activity schedule and their timing and sequencing is appropriate and consistent with service objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan
Very good (score max 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the bidder has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the service outcomes and the quality of the outputs. The sequencing and timing of activities are very well defined, indicating that the bidder has optimized the use of resources and the work plan permits flexibility to accommodate contingencies.

5.3.7. Schedule 2: Organizational capacity of the bidder, experience in Information Technology Solutions Projects, and knowledge and experience of the Software Solution

The following must be provided in this section and will be evaluated.

- a) Bidders should describe in detail their experience and knowledge in this regard and attach this to this schedule in the form of an organizational profile and experience.
- b) The experience of the **organisation** (as opposed to the key staff members / experts) with project knowledge in, System Development Life Cycle, Business Process Mapping and Re-engineering, Solutions Development, System Customisation, Systems Integration, System Implementation, and knowledge and experience of the Software Solution
- c) The description of key experience should be put in a tabular form with the headings below which will be further utilised as the contactable references. The information provided must contain the following:
 - i. Successfully implemented similar requirements and conditions in relation to the scope of work; and
 - ii. References should be for work completed within the proposed Architecture and Design for The Software Solution

Employer, contact person and telephone number	Description of work (service) and Nature of service e.g. The Software Solution Customisation	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

*attach separate page with the detail.

The scoring of the bidder's experience will be as follows:

	Bidder's experience	Client Reference
Poor (score less than 40)	Bidder has limited experience	Poor or no references, there is no clarity in the company and individual experience.
Satisfactory (score max.60)	Bidder has relevant experience but has not dealt with the critical issues specific to the assignment.	Reference schedule complete and adequate for evaluation purposes, Reference response average and consistent with both timing and deliverables.
Good (score max.90)	Bidder has extensive experience in relation to the service requirement and has worked previously under similar conditions and circumstances.	Besides meeting the "satisfactory" rating, references are well balanced i.e. they show good response, No outstanding response
Very good (score max 100)	Bidder has outstanding experience in projects of a similar nature.	Besides meeting the "good" rating, the proposed team is well recommended

5.3.8. Schedule 3: Knowledge and Experience of key personnel in the implementation, support and maintenance of The Software Solution, property management, infrastructure management and supply chain management employed by the bidder

Bidders should describe the experience of key personnel in this regard and attach this to this schedule. Experience of the key personnel will be evaluated from three different points of view:

- a) General experience (total duration of professional activity), level of education and training and positions held of each key staff member.
- b) The education, training and experience of the key staff members, in the specific sector, field, subject, etc. which is directly linked to the scope of work.
- c) The knowledge of issues which the bidder considers pertinent to the service requirement e.g. local conditions, affected communities, legislation, techniques etc.

d) A CV of the key personnel (not more than 3 pages) should be attached to this schedule. The CV should be structured under the following headings:

- i. Personal particulars
- ii. Name
- iii. Date and place of birth
- iv. Place (s) of tertiary education and dates associated therewith
- v. Qualifications (degrees, diplomas, professional qualifications, grades of membership of professional societies and professional registrations)
- vi. Name of current employer and position in enterprise
- vii. Overview of under graduate and post graduate experience (year, organization and position)
- viii. Outline of recent assignments and experience that has a bearing on the scope of work

The scoring of the experience of key personnel will be evaluated as follows:

	General qualifications	Adequacy for the assignment	Knowledge of issues pertinent to the service requirement
Poor (score Less than 40)	Key personnel have limited levels of general experience	Key personnel have limited levels of project specific education, training and experience	Key personnel have limited experience of issues pertinent to the service requirement
Satisfactory (score max. 60)	Key personnel have reasonable levels of general experience	Key personnel have reasonable levels of project specific education, training and experience	Key personnel have reasonable experience of issues pertinent to the service requirement
Good (score max.90)	Key personnel have extensive levels of general experience	Key personnel have extensive levels of project specific education, training and experience	Key personnel have extensive experience of issues pertinent to the service requirement
Very good (score 100)	Key personnel have outstanding levels of general experience	Key personnel have outstanding levels of project specific education, training and experience	Key personnel have outstanding experience of issues pertinent to the service requirement

5.4. Stage 3: Price and Preference

- 5.4.1.** Only the qualifying bids are evaluated in terms of the 90/10 preference points systems, where the 90 points will be used for price only and the 10 points used for BBEE.
- 5.4.2.** Up to 10 tender evaluation points will be awarded to bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed.

6. TIME FRAME

- 6.1.** Phase 1, 2 and 3 must be completed within twelve (12) months from the date of commencement on the contract.
- 6.2.** The effective date of the one year support and maintenance agreement will be after go-live of each business units (IAM, IMTS and SCM) functionality.
- 6.3.** The bidders are required to include all project documentation aligned to SDLC and COBIT 5 into a **detailed project schedule with timelines, milestones clearly indicating the critical path for the scope of work**, in their bid within two weeks (2) of the commencement of the contract. The project schedule should include all details of phases, sign-off phases and must be aligned to the pricing schedule.

7. PERFORMANCE MEASURES

- 7.1.** The service provider (at its own cost) must prepare and submit a proposal statement outlining, amongst others, the details of the deliverables and the costing thereof in order to manage the programme.

8. REPORTING

- 8.1.** There will be monthly project steering committee meetings in the KZN DPW's Head Office to check the progress made and identify any problems encountered on the project and implement interventions.
- 8.2.** A comprehensive progress report accompanied by the minutes of these meetings will be compiled and submitted to the Project Leader who will be appointed from the respective Business Unit Manager. (IAM, IMTS and SCM).

9. PRICING INSTRUCTIONS

- 9.1.** The service provider must provide a comprehensive costing outlining the following:
- a) A detailed cost breakdown showing items and categories of costs in respect of Phase 1, 2 and 3 per business unit, including rates per resource and projected hours per resource. Software Subscriptions costs, and specific details of monthly costs for the service level agreement.
 - b) The calculation of rates charged against all the envisaged consulting time.
- 9.2.** The bidder may, at their discretion, provide alternative pricing proposals. In doing so, the bidder must elaborate in detail and should limit alternative proposals to no more than 2. The cost of customisation, development, training, travel and accommodation etc. must be included in this proposal.
- 9.3.** Rates are to include all costs with no unspecified cost to arise.
- 9.4.** Yearly increases in the support and maintenance cost must be clearly indicated.
- 9.5.** The rate remains fixed but subject to price escalation on the anniversary of the contract of no more than CPI as released by Statistics SA from time to time. This must be agreed and is not automatic.
- 9.6.** The bidder must indicate clearly which portion of costs is linked to the exchange rate.
- 9.7.** **Payments will be made after completion and sign-off of each Phase per business unit (IAM, IMTS and SCM) as indicated in the Scope of Works under Paragraph 4.6.**
- 9.8.** **A one year (12 months) support and maintenance service level agreement, with monthly payment terms will be concluded for each business unit area (IAM, IMTS and SCM) with KZN DPW at completion each business unit's functionality.**

9.9. Payment will only be made on the basis of valid tax invoices provided with KZN DPW approved signoff certificates by the relevant Business Unit Manager for each Phase per business unit completed.

9.10. The KZN DPW will not reimburse the service provider for travel and accommodation expenses.

9.11. All amounts stated (for goods, products and services to be rendered or to be developed) must be clearly stated showing the net amount excluding VAT, the VAT charged, and the Full Contract amount inclusive of VAT.

10. MONITORING PROGRESS

10.1 KZN DPW's Project Leader from the business unit will be responsible for overall contract monitoring.

10.2. The service provider is to ensure that they liaise with the appointed Business Unit Project Leader (i.e. IAM, IMTS and SCM) for regular and ongoing monitoring, escalation and acceptance of requirements and completion of service deliverables according to agreed timelines applicable to each business unit.

10.3. The Deputy Director Generals, CFO, Chief Directors, Directors, Regional Directors and Programme Managers may conduct random sampling of progress status to verify the completeness and accuracy of information updated.

11. CONTINUITY AND PROFILE OF SENIOR STAFF REQUIRED

11.1. The service requirements shall at all times be managed and supervised by a senior, qualified and competent Programme and Project Manager appointed and provided by the service provider.

12. CONFIDENTIALITY

12.1. All information generated, communication produced, and data acquired, and any other material produced under the auspices of this requirement, remains the intellectual property of KZN DPW.

- 12.2.** The service provider will be bound by the same clause of confidentiality and code of ethics as applicable to officials of the public service.

13. INDEMNITY

- 13.1.** KZN DPW will not be held responsible for any costs incurred by the bidder/s in the preparation and submission of the bids.
- 13.2.** KZN DPW is not bound to select any of the service providers submitting proposals, and reserves the right not to award the contract to the bidder with the lowest bidding price, as well as to renegotiate the bid of the preferred applicant.
- 13.3.** Travelling costs, accommodation and time spent or incurred between home and office of consultants and KZN DPW's head office, district and regional offices will not be for the account of KZN DPW.
- 13.4.** KZN DPW reserves the right to amend the User Requirements Specifications (at any time) as may be expedient to meet the business needs of the Department. Any scope change and costs associated therewith necessitated by such change or changes, will be negotiated with the incumbent service provider, **which is required to be formally approved by the department prior to implementation.**

14. PAYMENT TERMS

- 14.1.** KZN DPW undertakes to pay all verified valid claims for work completed to its satisfaction upon presentation of a substantiated claim and approval from relevant Business Unit Manager in alignment with the Phase completed.
- 14.2.** No payment will be made where there is outstanding or incorrect information provided by the service provider or where the business unit manager has not provided a sign-off for the relevant milestone or deliverable.

15. ADDITIONAL INFORMATION ON PROPOSAL

- 15.1.** The service provider must provide details of staffing, highlighting training and development policies, with specific reference to affirmative action policies and initiatives.
- 15.2.** The service provider must provide detailed information on all sub-contracting and outsource agreements.

16. COMPULSORY COMPLIANCE DOCUMENTATION

- a) Software Solution Provider and Reseller Certification/Authorisation
- b) Software Solutions Implementer and Support Provider Certification/Authorisation
- c) Certified copies of Business Registration Documents, Shareholding Certificates, and Identity Documents of the Shareholders.
- d) Certified copy of the BEE Rating Level Certificate
- e) Original valid Tax Clearance Certificate
- f) Certified copy(s) of Sub-Contracting, Joint Venture and Consortium Agreements if applicable
- g) Certified copy of latest Audited Financial Statements.
- h) Certified copy of COID Letter of Good Standing.
- i) Proof of Professional Registrations.

17. KZN DPW's RIGHTS RESERVED AND CONTRACT

- 17.1.** The KZN DPW reserves the right to cancel this bid at any time prior to the award of the bid, which right shall be exercised at its sole discretion.
- 17.2.** In such event of cancellation, the KZN DPW will not be accountable for any costs which bidders may have expended on the bid process.
- 17.3.** The KZN DPW will enter into a Contract with the successful bidder. This will be done in accordance with the Standard General Conditions of Contract in use by the National Treasury for such government contracts, which it shall at its sole discretion, amend in accordance with the Technical Requirements of the Bid and the successful bidder's response thereto, in order to effectively govern the successful delivery of the products and services purchased under this bid process.

18. BIDDER'S PRESENTATION & CLARIFICATION

- 18.1.** The KZN DPW reserves the right to solicit clarification to any material presented in its bid, but is not obliged to do so. Shortlisted Bidders will be required to present their proposed system for functional evaluation within 24 hours' notice to do so.

Points for price and preference

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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, 2017.

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 R50 000 000 (all applicable taxes included)
- 1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference point system shall be applicable.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a Bidder to submit proof of B-BBEE Status level of contributor together with the bid,

will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.6 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

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price BIDs, advertised competitive quoting processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
 - (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (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 (80/20 system)
1	20
2	18
3	14
4	12
5	8

6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 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 or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....
.....
8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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 quoting process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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 BIDDERS(S)

DATE:

ADDRESS

WITNESSES

1.

2.

SECTION H
OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

Bid no : ZNT 10/19/20

Description : Request for proposals for the development of an integrated information management system for KZN Department Of Public Works

Date : 17 September 2019

Time : 09h30

Venue : Department of public works, 191 Prince Alfred street, Pietermaritzburg, auditorium b

THIS IS TO CERTIFY THAT (NAME)

ON BEHALF OF

VISITED AND INSPECTED THE SITE ON(DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP :
(OPTIONAL)

DATE:

SECTION I

TAX COMPLIANCE STATUS (TCS)

- 1 The State / Province may not award a contract resulting from the invitation of quotations to a bidder who is not properly registered and up to date with tax payments or, has not made satisfactory arrangements with S A Revenue Services concerning due tax payments.
- 2 The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates. From 18 April 2016 SARS introduced an enhanced Tax Compliance system. The new system allows taxpayers to obtain a Tax Compliance Status (TCS) PIN, which can be utilized by authorized third parties to verify taxpayers' compliance status on line via SARS e-filing.
- 3 Bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also available to foreign bidders / individuals who wish to submit bids.
- 4 SARS will then furnish the bidder with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.
- 5 In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) **PIN**.
- 6 Application for Tax Compliance Status (TCS) **PIN** can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
- 7 Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 8 Tax Compliance Status is not required for services below R30 000 ITO Practice Note Number: SCM 13 of 2007.
- 9 Kindly either provide an original tax clearance certificate, your tax number or pin number.

TAX NUMBER

--

PIN NUMBER

--

SECTION J

A.

A.COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20.....,.....
Mr/Mrs/Miss..... (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

.....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as

.....

.....
SIGNATURE
(PRINT NAME)

.....
DATE

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....
.....

We, the undersigned partners in the business trading as.....
hereby authorizedto sign this bid as well as any
contract resulting from the bid and any other documents and correspondence in connection
with this bid and /or contract on behalf of

.....
SIGNATURE	SIGNATURE	SIGNATURE
(PRINT NAME)	(PRINT NAME)	(PRINT NAME)

.....
DATE	DATE	DATE

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

.....Mr/Mrs/Miss.....,
whose
signature appears below, has been authorised to sign all documents in connection with this
bid on behalf of (Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION:
..... (PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: 1

2

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at
Mr/Mrs/Miss....., whose signature appears
below, has been authorised to sign all documents in connection with this bid on behalf of
(Name of co-operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:
(PRINT NAME)

.....

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:.....

**NAME IN BLOCK
LETTERS:**.....

WITNESSES: 1

2

F JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs/Miss.....,Mr/Mrs/Miss.....,

Mr/Mrs/Miss.....and Mr/Mrs/Miss.....
(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....
(PRINT NAME)

SIGNATURE :..... **DATE:**.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....
(PRINT NAME)

SIGNATURE:..... **DATE:**.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....
(PRINT NAME)

SIGNATURE:..... **DATE:**.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....
(PRINT NAME)

SIGNATURE:..... **DATE:**.....

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20...

Mr/Mrs/Miss.....
(whose signature appears below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

IN HIS/HER CAPACITY

AS:.....

SIGNATURE:..... **DATE:**.....
(PRINT NAME)

SECTION K

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

(To be completed by Bidder.)

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION L
CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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 not to compete.

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been 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 which this bid invitation relates.
9. 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.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

³ 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.

Annexure B

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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5. except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them

immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely

duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract

and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum

calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

Clause 21.2;

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to

respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

following information:

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

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

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

has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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 Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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