



## human settlements

Department:  
Human Settlements  
REPUBLIC OF SOUTH AFRICA

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REFERENCE : VA49/21-2023/24  
ENQUIRIES : [tendersenquiries@dhs.gov.za](mailto:tendersenquiries@dhs.gov.za)  
TELEPHONE : 012 444 9238

### BID VA49/21-2023/24: THE APPOINTMENT OF A SERVICE PROVIDER TO DECONGEST, BACKFILE AND DISPOSE OF STRUCTURED, SEMI-STRUCTURED AND UNSTRUCTURED RECORDS IN THE DEPARTMENT FOR A PERIOD OF 36 MONTHS


- 1 The closing date for the submission of applications/bid documents is **9 FEBRUARY 2024 @ 11:00**. No late applications/bid documents will be considered. All bids must please be placed in the Tender Box situated at the main entrance of (DR. RUTH MOMPATI BUILDING, 260 JUSTICE MAHOMED STREET, SUNNYSIDE, PRETORIA)
- 2 **It is compulsory** that an original proposal/bid documents together with a soft copy of the original proposal /bid document in a USB, to be handed in before the closing date of the bid.
- 3 You are invited to bid for the services as specified in the attached forms.
- 3.1 The conditions contained in General Conditions of Contracts (GCC) and the attached SBD1, SBD 3.3, SBD4, SBD 6.1, as well as any other conditions accompanying this request are applicable.

#### 4. NATIONAL TREASURY CIRCULAR NO 3 OF 2015/2016

- 4.1 From 1 April 2016, institutions/departments may not award any bid to a supplier who is not registered on the Central Supplier Database (**CSD**).
- 5 **Compulsory**: Please attach a most recent copy of the **CSD** registration report.
- 6 **THERE WILL BE BRIEFING AND ONSITE INSPECTION SESSION FOR THIS BID.**

DATE: 29 JANUARY 2024 @ 10:00  
GOVAN MBEKI HOUSE  
240 JUSTICE MOHAMED STREET, SUNNYSIDE, PRETORIA,0002

Regards

  
.....  
**Ms M Lebele (Acting Director)**  
SUPPLY CHAIN MANAGEMENT  
For: DIRECTOR-GENERAL  
DATE: 18/01/2024.

Kgoro ya tsa Madulo \* Lefapha la Bodulo \* Lefapha la tsa Manno \* Umnyango Wezindawo Zokuhlala \* Isebe leeNdawo zokuHlala  
\* Likho Letekwakhele Luntfu\* Mensilike Nedersettings \* UmNyango weeNdawo zokuHlala \* Muhasho wa zwa Vhudzulo \* Ndzawulo ya swa Vutshamo

## THE DEPARTMENT OF HUMAN SETTLEMENTS

**BID NUMBER: BID VA49/21-2023/24**

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO DECONGEST, BACKFILE AND DISPOSE OF STRUCTURED, SEMI-STRUCTURED AND UNSTRUCTURED RECORDS IN THE DEPARTMENT FOR A PERIOD OF 36 MONTHS**

**CLOSING DATE and TIME: 09 FEBRUARY 2024 @ 11:00**

### CHECKLIST TO BE COMPLETED BY BIDDERS

<b>TABLE OF CONTENTS:</b>	Yes	No
➤ Invitation Letter/ Cover Letter		
➤ (TOR) Terms of Reference		
➤ SBD1 Invitation To Bid		
➤ SBD3.3 Pricing Schedule		
➤ SBD4 Declaration of Interest		
➤ SBD6.1 Preference Point: Purchases		
➤ General Conditions of Contract		
<b>SUPPORTING DOCUMENTS:</b>		
➤ Company Profile		
➤ ID Copies of Directors		
➤ Certificate issued by Registrar of Companies & Close Corporation, issued by CIPRO.		
➤ CSD Status Report		
<b>COMPULSORY TO SUBMIT</b> <b>*** 1 ORIGINAL and 1 SOFT COPY OF THE WHOLE BID DOCUMENT IN A USB***</b>		

**COMPANY NAME:** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**DESIGNATION:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



## human settlements

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Department:  
Human Settlements  
**REPUBLIC OF SOUTH AFRICA**

### **TERMS OF REFERENCE**

**THE APPOINTMENT OF A SERVICE PROVIDER TO  
DECONGEST, BACKFILE AND DISPOSE OF STRUCTURED,  
SEMI-STRUCTURED AND UNSTRUCTURED RECORDS IN  
THE DEPARTMENT FOR A PERIOD OF 36 MONTHS**

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## **1. PURPOSE**

- 1.1 The National Department of Human Settlements seeks to request proposals from credible, adequately qualified, competent, professional and specialised Records Management service providers/ to decongest, back-file and dispose of its structured, semi-structured and unstructured records in line with provisions of the National Archives and Record Services of South Africa (NARSSA) Act and other prescripts that govern the management of records in national government departments.

## **2. OBJECTIVES AND SCOPE OF WORK**

- 2.1 These Terms of Reference (TORs) seek to outline the project scope of work for credible, adequately qualified, competent, professional, and specialised Records Management service providers, for a period of 36 months, to:
  - 2.1.1 Verify and decongest, against existing classification systems and inventory lists in all offices, open plan offices, repositories, and storerooms, in the Department, all:
    - 2.1.1.1 Terminated and current structured records and files (records and files that were classified and filed as per approved classification systems); and
    - 2.1.1.2 Terminated and current semi-structured records and files (records and files that were classified according to non-compliant, and none approved classification systems/ fling lists);
  - 2.1.2 Decongest all the Department's unstructured terminated and current records (not classified or filed according to any approved/ unapproved classification system), as per main functions, sub-functions, sub-divisions, and periods covered in all offices, open plan offices, repositories, and storerooms.
  - 2.1.3 Update existing inventory lists and compile and provide new inventory lists for all grouped, sorted, back-filed and verified records in line with NARSSA prescripts.
  - 2.1.4 Process applications to NARSSA for issuing of Limited and Standing Disposal Authorities for all decongested, back-filed and verified files and records until such Disposal Authorities have been issued.
  - 2.1.5 Process disposal of all confirmed A20 records through clearance from the Department and transfer to NARSSA.
  - 2.1.6 In collaboration/ liaison with the Departmental designated Records Manager, Legal Services and respective Business Units Managers, conduct micro-appraisals on ephemeral records, determine and recommend their retention periods in line with legislative requirements, records administrative value, physical need, legal responsibility and financial accountability, for approval by the Director-General.
  - 2.1.7 Compile and submit a Records Retention Schedule for all types of records/records kept in the Department.
  - 2.1.8 Update Departmental Destruction Registers with NARSSA approved and issued disposal authority numbers, retention periods and intended disposal dates for all records/ files.

2.1.9 Facilitate disposal (destruction/ recycling) of qualifying ephemeral records as per approved retention periods and NARSSA Directives on disposal of records and compile destruction certificates for issuing to NARSSA. Through the current appointed Service Provider, the Department will issue that instruction for disposal to take place.

2.1.10 Update destruction Registers after disposal of records.

2.1.11 Box, label and re-shelve remaining records not yet qualifying for disposal for easy retrievals;

2.2 The verification, decongestion, back-filing and disposal of departmental records is sought to:

2.2.1 Have a comprehensive and accurate record of all existing official departmental records, to ensure systematic and easy classification and access to them;

2.2.2 Regain centralised control over all Departmental records in compliance with requirements of the NARSSA Act and other legislation governing the management of records in government departments;

2.2.3 Obtain Limited and Standing Disposal Authorities from NARSSA to enable systematic and timeous disposal of qualifying ephemeral records that have reached their retention maturity date in line with NARSSA legislative and Policy requirements and to regularly clear out storage space for new records intakes;

2.2.4 Have appropriate/ adequate formally allocated retention periods for records that are in line with their legal responsibility, financial accountability, physical need and administrative value;

2.2.5 Support/sustain Business Continuity for recovery use and access to critical official records, in the event of operational disruptions or disasters that could affect functioning of the Department.

### **3. ADHERENCE TO REGULATORY FRAMEWORK/ STANDARDS**

3.1 The project must be undertaken in cognisance of applicable/ relevant South African legislative prescripts, regulatory framework, and directives on sound Records Management, as tabulated in:

3.1.1 **Annexure D** from various governance oversight structures. (National Archives and Records Services Act 43 of 1996, Regulations R158 of 20 November 2002 and NARSSA Policy Directives; Constitution; Public Service Act (PSA) 103 of 1993; Public Service Regulations (PSR) 2016; DPSA Directives; Minimum Information Security Standards (MISS); Cabinet Directives; Public Access to Information Act (PAIA); Personal Protection to Information Act (POPIA); Public Finance Management Act (PFMA) 1 of 1999, National Treasury Regulations, DPSA Best practice model to keep and manage paper-based employee records, DPSA National Minimum Information Requirements (NMIR) Circular 4 of 2001; Revised White Paper on Arts, Culture and Heritage: Version 2 Dated 4 June 2013

3.1.2 **Annexure E:** NARSSA endorsed SANS approved standards.

3.1.3 In addition to the requirements listed above, the service provider will be processing personal information on behalf of the DHS, as a result the service provider needs to

demonstrate that it complies with Protection of Personal Information Act, 4 of 2013 (**"POPIA"**).

- 3.1.4 The service provider must complete the Operator Checklist and provide all necessary information, which will then be assessed by DHS. The appointment of the service provider is conditional upon demonstrating compliance with POPIA.



#### 4. PROJECT DELIVERABLES

Item	Project Phase	Activities	Outputs
1.	Develop & Submit Project Plan	Develop and provide a Step-By-Step Project Plan with reasonable achievable deliverable time frames. (note that some project phases may be required to run concurrently)	Project Plan
2.	Verification of current and terminated structured correspondence files	<ul style="list-style-type: none"> <li>Engage business units (BU) on required BU cooperation for this phase.</li> <li>Retrieve files from offices, open plan offices, centralized and decentralized registries, repositories and storerooms.</li> <li>Verify accuracy and completeness of files (reference numbers, subject descriptions, volume numbers and sequence, file contents, dates opened/earliest and dates closed /latest, against available inventory lists.</li> <li>Correct, consolidate, open, close and terminate files where required.</li> <li>Correct/ update file plans and inventory lists electronically and provide electronic copies of complete and accurate updated file plans and inventory lists in MS Word.</li> <li>Re-shelve records in chronological order in appropriate packaging and allocated records storage space.</li> </ul>	<p>A records verification report, with:</p> <ul style="list-style-type: none"> <li>Accurately described files, including inscription on files of omitted/ erroneous reference numbers, subject descriptions, volume numbers, file period dates and file content files packed and re-shelved</li> <li>Updated, complete and accurate file plans and inventory lists</li> </ul>
3.	Verification of semi structured correspondence files and other correspondence records	<ul style="list-style-type: none"> <li>Engage business units (BU) on required BU cooperation for this phase.</li> <li>Retrieve files and records from offices, open plan offices, centralized and decentralized registries, repositories and storerooms.</li> <li>Ensure that the essence/ function, sub-function and activity of the contents of each file/record and dates reflects the file/record description and correct where required.</li> <li>Verify accuracy and completeness of files/records (eg reference numbers, subject descriptions, volume numbers and sequence, file content, dates opened/ earliest and dates closed /latest etc.) against available inventory lists</li> <li>Correct, consolidate, open, close and terminate files where required.</li> <li>Correct/ update inventory lists electronically. Compile inventory lists, where none are available.</li> <li>Re-shelve files and records in chronological order in appropriate packaging and allocated records storage space.</li> </ul>	<p>A records verification report, with:</p> <ul style="list-style-type: none"> <li>Accurately described files and records that reflects the functions, sub-functions and activities of its content, reference number, volume numbers, periods covered, and file content, packed and re-shelved</li> <li>Complete and accurate inventory lists for correspondence files and other than correspondence records</li> </ul>



Item	Project Phase	Activities	Outputs
4.	Decongest unstructured and terminated records/Micro sorting, arrangement and description of records	<ul style="list-style-type: none"> <li>• Provide electronic copies of complete and accurate updated inventory lists in MS Word.</li> <li>• Engage business units (BU) on required BU cooperation for this phase.</li> <li>• Retrieve files and records from offices, open plan offices, centralized and decentralized registries, repositories and storerooms.</li> <li>• Undertake 1st level to sort, arrange and group unstructured records as per type.</li> <li>• Undertake 2nd level to sort grouped documents as per main support/ line functions.</li> <li>• Undertake 3rd level to sort grouped documents under each support/ line function into Sub Series/ functions.</li> <li>• Undertake 4th level to sort grouped documents under each support/ line function into Sub-divisions/ sub-functions.</li> <li>• Undertake 5th level to sort documents into their chronological periods of creation/ processing. Separate terminated records prior to 01 April 2012 from current records created from 01 April 2012 to current.</li> <li>• Apply document economy (remove duplicate copies and transitory records for destruction).</li> <li>• Open files, file documents, close and/ terminate files as per NARSSA prescripts.</li> <li>• Capture each file subject descriptions, date opened/ earliest date, date closed/ latest date and file volume number on inventory lists.</li> <li>• Place records in chronological order as per inventory lists in provided storage space.</li> <li>• Provide an electronic copy of complete and accurate updated inventory lists in MSWord.</li> </ul>	<ul style="list-style-type: none"> <li>• Structurally filed records in line with Departmental functions</li> <li>• Accurately described files that reflects the functions of its content and periods covered</li> <li>• Complete and accurate electronic inventory lists</li> </ul>
5.	Verify accuracy and correctness of inventory lists	<ul style="list-style-type: none"> <li>• Conduct quality assurance checks on all verified, decongested and back-filed records</li> <li>• Compile tabulated narrative verification and quality assurance report per Main Series for structured records and Main Functions for semi and unstructured records on findings, and effected corrections</li> </ul>	<ul style="list-style-type: none"> <li>• Quality assurance report</li> </ul>

Item	Project Phase	Activities	Outputs
6.	Application for Limited and Standing Disposal Authorities	<ul style="list-style-type: none"> <li>• Submit applications to NARSSA together with file plans and/ inventory lists for conducting macro-appraisals, allocation of disposal symbols and issuing of Limited and Standing Disposal Authorities for all terminated and current records and files;</li> <li>• Administer NARSSA processes until NARSSA has issued sought Disposal Authorities and returned file plans and/ inventory lists with allocated disposal symbols.</li> <li>• Process clearance, removal and transfer of qualifying A20 records to NARSSA in line with NARSSA prescripts.</li> </ul>	<ul style="list-style-type: none"> <li>• NARSSA Issued Limited and Standing Disposal Authorities for all terminated and current records and files</li> <li>• Appraised file plans and/Inventory lists with allocated disposal symbols</li> </ul>
7.	Process clearance and transfer of A20 records to National Archives	<ul style="list-style-type: none"> <li>• Process clearance, removal and transfer of qualifying A20 records to NARSSA in line with NARSSA prescripts.</li> </ul>	<ul style="list-style-type: none"> <li>• Report and Transfer Certificate on Qualifying A20 files and records and linear metres transferred to NARSSA for permanent preservation</li> </ul>
8.	Conduct records micro-appraisals on ephemeral records and update Destruction Register	<ul style="list-style-type: none"> <li>• Appraise all ephemeral records and recommend their appropriate retention periods, taking into account the records' legislative and legal requirements, administrative value, fiscal need and financial accountability in liaison with the Department's Records Manager, Legal Services and respective Business Unit Managers/ Functional Business owners.</li> <li>• Compile and submit appraisal reports with proposed retention periods.</li> <li>• Facilitate approval for proposed retention periods and compile retention schedule.</li> <li>• Update Destruction Registers with approved retention symbols and intended approved disposal dates.</li> </ul>	<ul style="list-style-type: none"> <li>• Appraisal reports and retention schedule with approved retention periods</li> <li>• Updated Destruction Registers</li> </ul>
9.	Disposal of qualifying records	<ul style="list-style-type: none"> <li>• Retrieve and dispose of verified qualifying ephemeral records in line with NARSSA prescripts and Minimum Information Security Standards and</li> <li>• Compile and submit reports after each successful destruction with the following minimum information: types of records disposed of, total weight and linear meters of records disposed of, Disposal Authorities used for each record type disposed of and the periods covered for each record type disposed of (in line with updated Destruction Registers).</li> <li>• Update Destruction Registers on all processed records disposals.</li> </ul>	<ul style="list-style-type: none"> <li>• Reports and number of Destruction Certificates issued to NARSSA</li> </ul>
10.	Updating of Destruction Registers	<ul style="list-style-type: none"> <li>• Update Destruction Registers on all processed records disposals.</li> </ul>	<ul style="list-style-type: none"> <li>• Updated Destruction Registers</li> </ul>



Item	Project Phase	Activities	Outputs
11	Shelve records in chronological order	<ul style="list-style-type: none"> <li>• Box, describe and re-shelve records in appropriate packaging in chronological order.</li> <li>• Mark/ label shelves accordingly for easy location of files.</li> </ul>	<ul style="list-style-type: none"> <li>• Records boxed, described and sequentially filed, for easy identification and location</li> </ul>
12	Maintenance Plan and Close Out Reports	<ul style="list-style-type: none"> <li>• Compile and present comprehensive monthly progress reports and any other report related to the project-to-Project Steering Committee and other departmental Governance Structures.</li> <li>• Compile Maintenance Plan.</li> <li>• Compile Close Out Project Report.</li> </ul>	<ul style="list-style-type: none"> <li>• Maintenance Plan, Monthly Progress and Close Out Reports</li> </ul>

## **5. PARTICIPATORY STAKEHOLDERS**

- 5.1 Records and Knowledge Management and Business Units across all levels in the Department as per attached macro structure.

## **6. TIME FRAME**

- 6.1 The whole project is anticipated to run over an inclusive period of 36 months, effective from the date of the generation of an order and signing of SLA by both parties.

## **7. PRODUCT OWNERSHIP**

- 7.1 All products and documentation emanating and/ produced as a result of the project (proposals, reports, etc.) will be the property of the Department. There will be no copy right by the service provider on these products.

## **8. SERVICE PROVIDER OBLIGATIONS ON SUBMISSION OF CVs AND PROJECT PROPOSALS (SKILLS, COMPETENCIES AND EXPERIENCE)**

- 8.1 The prospective service provider should have, and submit copies of their detailed Company Portfolio, including:
  - 8.1.1 Detailed Curriculum Vitae (CV) of project team members with contactable references.
  - 8.1.2 Company demonstration of a minimum of two similar projects successfully handled and completed, their duration, preferably in the Public Sector environment, with signed Reference Letters.
- 8.2 The minimum requirements for the:
  - Project Leader is a three (3) years' Degree (NQF7) or Diploma (NQF6) in either Information Science, Information and Knowledge Systems, Library and Information Science, Business and Information Management, Introducing Information Management or Administrative Information Management with an accredited tertiary institution plus five (5) years' relevant experience in managing projects in Records Management and or Information Management.
  - 8.2.1 Project Supervisor is a 3-year Degree (NQF7) or Diploma (NQF6) in either Information Science, Information and Knowledge Systems, Library and Information Science, Business and Information Management, Introducing Information Management or Administrative Information Management with an accredited tertiary institution, plus 3 years' relevant experience in managing projects in Records Management and or Information Management;
  - 8.2.2 Support staff members are required to have a Matric/ Grade 12 certificate; 12 months' higher certificate in Archives and Records Management (NQF 5) will be an added advantage.
- 8.3 The Project Supervisor plus a minimum of 4 staff members to be on-site from Monday to Friday; excluding public holidays for the entire duration of the project. The staff members will be employed by the Service Provider and any costs related to salaries, HR and Labour Relations compliance matters and any other matter will be at the expense of the Service Provider. The registration with the department of employment and labour in terms of compensation for injuries and diseases Act to be up to date and a letter of good standing to be submitted before commencement of the project and thereafter on annual intervals for the duration of the project.



8.4

- 8.5 The service provider will be required to sign and submit security disclosure forms. Security Checks will be conducted for staff involved in the project and they should have a clear police record.

**9. EVALUATION CRITERIA PINCIPLE**

- 9.1 **80/20** principle will be applicable for this Bid.
- 9.2 Evaluation criteria will be used to evaluate functionality.

**10. PRICING**

- 10.1 This is a fixed price tender, and no price variations are allowed during the three (3) year appointment period. It is the responsibility of the Bidder to clearly identify all costs with any deliverable associated with the Bid.
- 10.2 Travel, accommodation, cell phones, staff, stationary, packaging material, IT equipment and ALL other expenses required for the successful implementation of the project must be included in the Total Fixed Price. The Department will not be liable for any costs that were not included in the initial pricing submitted with the proposal.

11. EVALUATION CRITERIA	SUB-EVALUATION CRITERIA	POINTS ALLOCATION FOR SUB-EVALUATION CRITERIA
Project Methodology (15)	<ul style="list-style-type: none"> <li>Project Plan with milestones and realistic time frames aligned to project scope/ deliverables. The Project Plan should be specific to records decongestion and not generic.</li> <li>Risk mitigation plan relevant to project deliverables and not generic.</li> </ul>	10 points  5 points
Company Years of Experience in handling comparative/ similar projects (Please complete Annexure B) (15)	<p>Prospective service provider must have the following number of years' experience in projects of a similar nature. <b>Attach signed Reference Letters from Clients on completed projects, with duration of the project and Contact Details.</b></p> <ul style="list-style-type: none"> <li>10 years plus</li> <li>6- 9 years</li> <li>2 - 5 years</li> <li>Less than 2 years</li> </ul>	15 points 10 points 5 points 0 points
Company Demonstration of handling comparative/ similar projects. Please complete Annexure B (15)	<p>Prospective service provider must demonstrate a minimum number of similar/ equivalent projects successfully managed and completed, their duration, preferably in the Public Sector, <b>with attached signed Reference Letters from Clients on completed projects and Contact Details.</b></p> <ul style="list-style-type: none"> <li>6 plus Projects with attached Reference Letters</li> <li>4-5 Projects with attached Reference Letters</li> <li>2-3 Projects with attached Reference Letters</li> <li>0-1 Projects</li> </ul>	15 points 10 points 5 points 0 points
Project Leader Qualifications, Expertise and Experience (Verifiable and certified copies of certificates must be attached) Please complete Annexure C (30)	<p>The prospective Project Leader must have the following qualification: 3 years Degree (NQF7) or a National Diploma (NQF6) in either Information Science, Information and Knowledge Systems, Library and Information Science, Business and Information Management, Introducing Information Management, Archival Studies or Administrative Information Management with an accredited tertiary institution (demonstrated on a detailed CV with accurate and contactable references and attached certified copies of SAQA accredited qualifications) plus:</p> <ul style="list-style-type: none"> <li>10 years or more relevant experience in managing projects in Archives, Records Management and or Information Management</li> <li>6-9 years relevant experience in managing projects in Archives, Records Management and or Information Management</li> <li>5 years' relevant experience in managing projects in Archives, Records Management and or Information Management</li> <li>2 to 4 years' relevant experience in managing projects in Archives, Records Management and or Information Management</li> <li>0 to 1 year relevant experience in managing projects in Archives, Records Management and or Information Management</li> </ul>	30 points  25 points  15 points 10 points 0 points
Qualifications and experience of support staff to be allocated to	The Supervisor must have 3 years Degree (NQF7) or a National Diploma (NQF6) in either Information Science, Archival Studies, Information and Knowledge Systems, Library and Information Science, Business and	

11. EVALUATION CRITERIA	SUB-EVALUATION CRITERIA	POINTS ALLOCATION FOR SUB-EVALUATION CRITERIA
<p>the project. (CV, Verifiable and certified copies of certificates must be attached) Please complete Annexure C (25)</p> <p><i>(The support staff will only be evaluated once all the supervisor's requirements are met, if the supervisor does not meet the requirements no score will be allocated to support staff)</i></p>	<p>Information Management, Introducing Information Management or Administrative Information Management with an accredited tertiary institution plus 3 years relevant experience in managing projects in Records Management and or Information Management (demonstrated on a detailed CV with accurate and contactable references and attached certified copies of SAQA accredited qualifications: plus:</p> <ul style="list-style-type: none"> <li>• Minimum of four support staff members have Matric/Grade 12 plus 12 months' higher certificate in Archives and Records Management (NQF 5),</li> <li>• Minimum of two support staff members have Matric/Grade 12 plus 12 months' higher certificate in Archives and Records Management (NQF 5), and the additional two support staff members have Matric/ Grade 12</li> <li>• Minimum of four support staff members have Matric/ Grade 12</li> </ul>	<p><b>25 points</b></p> <p><b>20 points</b></p> <p><b>15 points</b></p>
	Total	<b>100</b>
<ul style="list-style-type: none"> <li>• Proposals will be evaluated on functionality.</li> <li>• A proposal that scores less than 70 points out of 100 i.r.o. functionality, will be regarded as non-responsive and will be disqualified.</li> <li>• Proposals that score 70 points and above, will be evaluated further.</li> </ul>		



## **12. COMPULSORY ONSITE INSPECTION AND ENQUIRIES:**

- 12.1 Prospective bidders must come for a compulsory onsite information session and inspection to familiarise themselves with the exact status and quantity of structured, semi-structured and unstructured records to be verified and decongested, and price accordingly as the linear meters provided in this document are just an estimate. At the compulsory onsite inspection, Bidders will be required to complete an attendance register and Service Providers who submit proposals and do not appear on the attendance register will be disqualified.

### **DATE AND VENUE OF BRIEFING SESSION AND SITE INSPECTION:**

**DATE: 29 JANUARY 2024 @ 10:00**  
**GOVAN MBEKI HOUSE**  
**240 JUSTICE MOHAMED STREET, SUNNYSIDE, PRETORIA, 0002**

- 12.2 ENQUIRIES relating to Terms of Reference must be done in writing via email to [tendersenquiries@dhs.gov.za](mailto:tendersenquiries@dhs.gov.za)

**NB: DHS RESERVES THE RIGHT TO APPOINT OR NOT TO APPOINT.**



## ANNEXURE A: COSTING & TIMEFRAMES:

Payments will be strictly according to completed outputs. (Please complete Total Cost Column).

Item	Project Phase	Outputs	% COST	TOTAL COST(incl of 15% VAT)
1.	Develop & Submit Project Plan	Project Plan	0%	
<b>PHASE 1: VERIFICATION OF STRUCTURED, SEMI STRUCTURED CORRESPONDENCE AND OTHER THAN CORRESPONDENCE FILES</b>				
2.	Verification of current and terminated structured correspondence files	<p>A records verification report, with:</p> <ul style="list-style-type: none"> <li>• Accurately described files, including inscription on files of omitted/ erroneous reference numbers, subject descriptions, volume numbers, file period dates and file content files packed and re-shelved</li> <li>• Updated, complete and accurate file plans and inventory lists</li> </ul>	6%	
3.	Verification of Semi structured correspondence files and other than correspondence records	<p>A records verification report, with:</p> <ul style="list-style-type: none"> <li>• Accurately described files and records that reflects the functions, sub-functions and activities of its content, reference number, volume numbers, periods covered, and file content, packed and re-shelved</li> <li>• Complete and accurate inventory lists for correspondence files and other than correspondence records</li> </ul>	10%	
<b>PHASE 2: DECONGESTION OF UNSTRUCTURED RECORDS AND VERIFICATION OF INVENTORY</b>				
<b>LIST</b>				
4.	Decongest unstructured current and terminated records/micro sorting, arrangement and description of records	<ul style="list-style-type: none"> <li>• Structurally filed records in line with Departmental functions</li> <li>• Accurately described files that reflects the function of its content and periods covered,</li> <li>• Complete and accurate electronic inventory lists.</li> </ul>	20%	
5.	Verify accuracy and correctness of inventory lists	<ul style="list-style-type: none"> <li>• Quality assurance report on correctness of inventory lists.</li> </ul>	2%	

Item	Project Phase	Outputs	% COST	TOTAL COST(incl of 15% VAT)
<b>PHASE 3: APPLICATION TO NARSSA AND DISPOSAL OF RECORDS</b>			<b>37%</b>	
6.	Application for Limited and Standing Disposal Authorities	<ul style="list-style-type: none"> <li>• NARSSA Issued Limited and Standing Disposal Authorities for all terminated and current records and files</li> <li>• Appraised file plans and/Inventory lists with allocated disposal symbols</li> </ul>	5%	
7.	Process clearance and transfer of A20 records to National Archives	<ul style="list-style-type: none"> <li>• Report and Transfer Certificate on Qualifying A20 files and records and linear metres transferred to NARSSA for permanent preservation.</li> </ul>	5%	
8.	Conduct records micro-appraisals on ephemeral records and update destruction register	<ul style="list-style-type: none"> <li>• Appraisal reports and retention schedule with approved retention periods,</li> <li>• Updated destruction registers.</li> </ul>	25%	
9.	Disposal of qualifying records	<ul style="list-style-type: none"> <li>• Reports and number of Destruction Certificates issued to NARSSA.</li> </ul>	2%	
<b>PHASE 4: UPDATING OF DESTRUCTION REGISTERS AND SHELVING OF RECORDS</b>			<b>25%</b>	
10.	Updating of Destruction Registers	<ul style="list-style-type: none"> <li>• Updated Destruction Registers.</li> </ul>	10%	
11	Shelve records in chronological order	<ul style="list-style-type: none"> <li>• Report on records boxed, described, and sequentially filed, for easy identification and location.</li> </ul>	10%	
12	Maintenance Plan and Close Out Report	<ul style="list-style-type: none"> <li>• Maintenance Plan &amp;</li> <li>• Close Out Report.</li> </ul>	5%	
<b>TOTAL</b>			<b>100%</b>	

## ANNEXURE B: SUMMARY OF COMPANY WORK EXPERIENCE AND PROJECTS COMPLETED

Please attach signed reference letters from clients, scores on work experience will not be allocated if there is no proof

No	Client Name	Contact person	Contact No.	Nature/Scope of the Project	Project start Date and end date [Period or Year]	The project was successfully implemented and completed, and reference letter is attached Yes/No
1	e.g. Dept of ....	e.g. Mr. M Louw	e.g. 012 421 1000	e.g. Automation of Records Management processes	e.g. 01/04/2019 – 31/03/2022	e.g. Yes
2						
3						
4						
5						
6						
7						
8						
9						
10						



## ANNEXURE C: PROPOSED TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE

Please attach CV and certified copies of qualifications, scores on qualifications will not be allocated if there is no proof

No	Name of Individual	Qualifications	Current Designation	Area of Expertise	Years of relevant Experience & Company Name	Verifiable References (Number of references should match the number of companies listed on the previous column)
<b>PROJECT LEADER</b>						
1	e.g. Mr. M Louw	e.g. 3 years degree in Information Management plus Honours	e.g. Records Manager at ABC company	e.g. Records Management, Information Management, Archiving,	e.g. 2 years at XYZ company 1 year ABC company	e.g. XYZ Company: Mr. Madala 012 444 0000 Email:
<b>SUPERVISOR</b>						
<b>SUPPORT STAFF</b>						



## ANNEXURE D: REGULATORY FRAMEWORK ON MANAGEMENT OF RECORDS

Prescript	Description/ Purpose
Section 195 of South African Constitution, 1996	<i>Requires an accountable Public Administration with effective, economical and efficient use of resources for provision of timely, accessible and accurate information.</i>
PFMA Act 1 of 1999	<i>Regulates financial management in the Public Service in order to prevent corruption, by ensuring that all Governmental Bodies manage their financial and other resources properly, including records.</i>
National Archives and Records Services of South Africa (NARS) Act 43 of 1996	<ul style="list-style-type: none"> <li>Section 13 contains specific provisions for efficient records management in governmental bodies. It provides for the National Archivist to: <ul style="list-style-type: none"> <li>Determine which record keeping systems should be used by governmental bodies</li> <li>Authorise the disposal of public records or their transfer into archival custody and</li> <li>Determine the conditions according to which records: <ul style="list-style-type: none"> <li>May be microfilmed, or electronically reproduced and</li> <li>According to which electronic records systems should be managed</li> </ul> </li> </ul> </li> </ul>
NARS Regulations (R158 of 20 November 2002)	<ul style="list-style-type: none"> <li>Part V: Management of Records contains the specific parameters within which governmental bodies should operate regarding the management of their record</li> </ul>
NARSSA Records Management Policy Manuals and other directives	<ul style="list-style-type: none"> <li>Provides directives for the sound management of records in all formats in an integrated manner</li> <li>Contains specific principals, requirements and conditions for the management of public records and highlights the specific obligations of governmental bodies and records managers in terms of the Act.</li> </ul>
PFMA act 1 of 1999	<ul style="list-style-type: none"> <li>Regulates that all governmental bodies manage their financial and other resources properly, including records in the public service in order to prevent corruption in the public service.</li> </ul>
Public Service Act, 103 of 1994	Section 39(1)(f) charges the MPSA with responsibility to establish Norms & Standards relating to (f) information management in the Public Service; and (g) electronic government;
Public Service Regulations, 2016	<ul style="list-style-type: none"> <li>Regulation 93(d): Charges HODs to ensure that the Acquisition, management and use of information and communication technology resources (d) ensures cost efficiency for their departments.</li> <li>Regulation 97 charges the MPSA with responsibility to:</li> </ul>

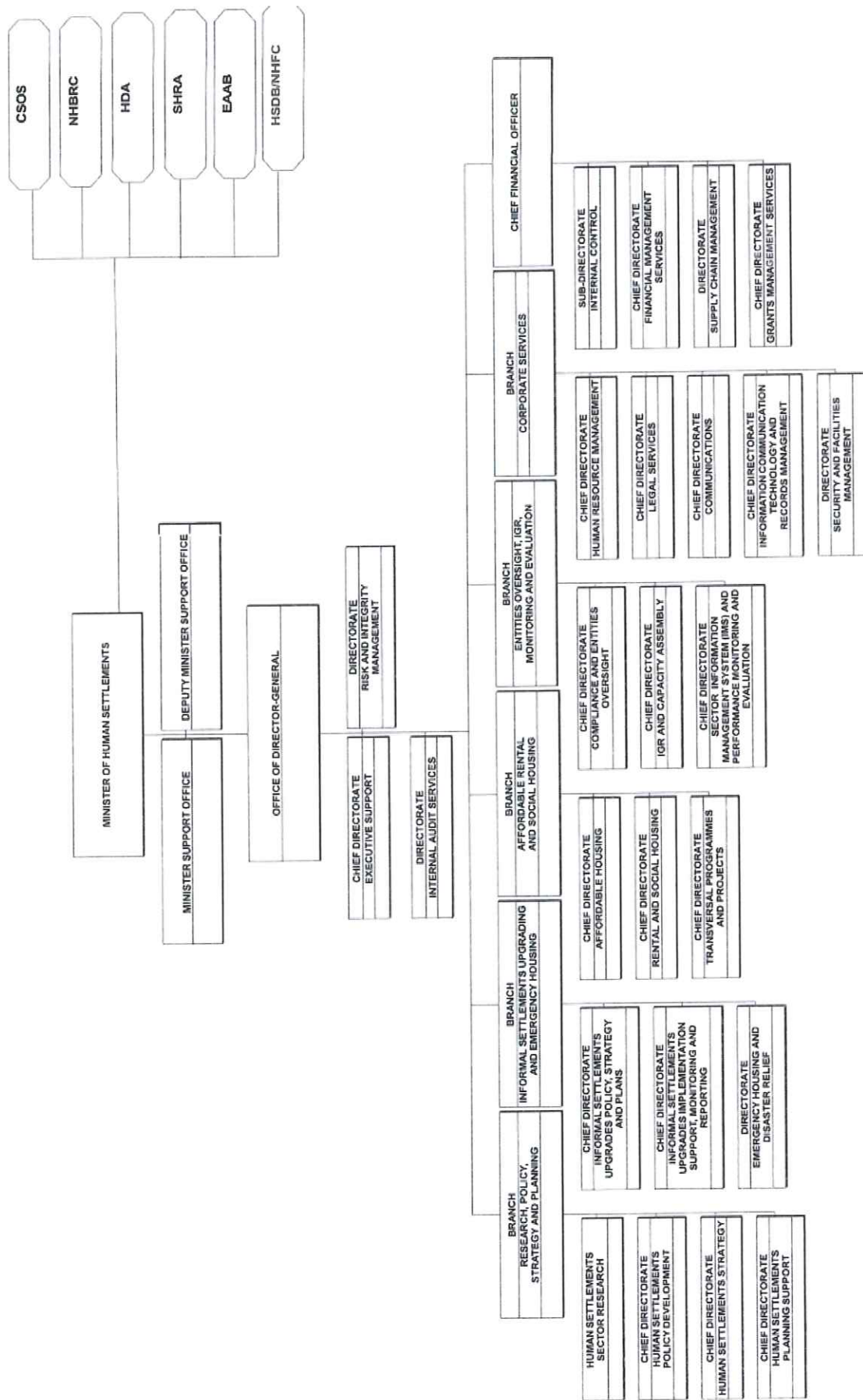
	<ul style="list-style-type: none"> <li>• Issue Minimum Interoperability Standards (MIOS) for the Public Service, with standards and specifications for: a) interconnectivity; (b) data integration; &amp; (c) information access.</li> <li>• (3) Ensure that, any new information and communication technology system developed or acquired or any upgrade of any existing information and communication technology system in the Public Service shall comply with MIOS.</li> </ul>
DPSA Minimum Inter-Operability Standards (MIOS) Framework, 2017	<ul style="list-style-type: none"> <li>• Sets Standards and Specifications for a) interconnectivity; (b) data integration; and (c) information access.</li> <li>• (3) Any development, acquisition or upgrade of any new or existing information and communication technology system in the Public Service must comply with the MIOS.</li> </ul> <p>Also Sets Parameters for e-Government, including:</p> <ul style="list-style-type: none"> <li>• The role of IT as a key enabler to modernise Government</li> <li>• The importance of e-Governance at all spheres of Government for intra-governmental operations, including systems for paperless messaging and reporting, electronic document management, archiving, integrated systems for Finance, Assets, HRM, systems for real-time collaboration, project management, conferencing, decisions support and executive information.</li> </ul>
PAIA, Act 2 of 2000	Regulates for proper management of records in order to promote transparency, accountability and effective governance by empowering the public on their right of access to information.
Electronic Communications & Transactions Act 25 of 2002	Legalises electronic communications and transactions and to build trust in the efficiency, effectiveness, authenticity, reliability, and legal admissibility of electronic records.
Protection of Personal Information Act 4 of 2013	<p>Aims to:</p> <ul style="list-style-type: none"> <li>• Promote protection of personal information processed by public and private bodies.</li> <li>• Introduce certain conditions to establish minimum requirements for processing of personal information.</li> <li>• Provide for rights of persons on unsolicited electronic communications and automated decision making;</li> <li>• Regulate the flow of personal information across borders of the Republic</li> </ul>
Minimum Information Security Standards of 2001	Provides minimum information security measures that any institution must put in place for sensitive or classified information to protect national security.

## ANNEXURE E: NARSSA ENDORSED SANS APPROVED STANDARDS

SANS	ISO PROVISIONS
South African National Standards (SANS) endorsed by NARSSA	<b>SANS 15489</b> Information and Documentation – Records Management;
	<b>(ISO) 15489-1:2004:</b> Provides guidance on managing records of originating organizations, public or private, for internal and external clients to ensure that adequate records in hybrid, paper-based, electronic/digital format are created, captured and managed. in an integrated manner
	<b>(ISO) 15489-2:2004:</b> Provides an implementation guide to SANS 15489-1
	<ul style="list-style-type: none"> <li>• Supplies one methodology to facilitate implementation of SANS 15489-1 in all organizations.</li> <li>• Gives an overview of processes and factors to consider in organizations for compliance with SANS 15489-1</li> </ul>
	<b>(ISO) 16175-3:2014:</b> Provides a set standard to ensure that the evidence (records) of business activities transacted through business systems are appropriately identified and managed
	<b>(SANS) 30301:2013:</b> <ul style="list-style-type: none"> <li>• Specifies requirements to be met by an MSR in order to support an organization in achievement of its mandate, mission, strategy and goals.</li> <li>• Addresses development and implementation of a records policy and objectives</li> <li>• Gives information on measuring and monitoring performance</li> </ul>



# ANNEXURE F: DEPARTMENTAL STRUCTURE



**ANNEXURE G: INSPECTIONS LIST: OFFICES, STOREROOMS AND RECORDS REPOSITORIES**

<b>Area/Office Nr.</b>	<b>EST. LINEAR METERS</b>
<b>260 JMS</b>	
All offices and open plan areas	
<b>Storage Facilities</b>	
Upper basement (5 records storages)	
Ground floor (3 records storages)	
2nd Floor (3 records storages)	
3rd Floor (3 records storages)	
4th Floor (4 records storages)	
5th Floor (3 records storages)	
<b>240 Justice Mahommed Street</b>	
All offices and open plan areas	
<b>Storage Facilities</b>	
Upper basement (2 records storages)	
Green storerooms	
Records Repository	
<b>2nd Floor (5 records storages)</b>	
<b>3rd Floor (4 records storages)</b>	
<b>4th floor (6 records storages)</b>	
<b>5th Floor (2 records storages)</b>	
<b>6th Floor (2 records storage)</b>	
<b>Total Estimates</b>	<b>4500 linear meters</b>

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF HUMAN SETTLEMENTS)</b>							
BID NUMBER:	BID VA49/21-2023/24	CLOSING DATE: 09 FEBRUARY 2024	11:00				
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO DECONGEST, BACKFILE AND DISPOSE OF STRUCTURED, SEMI-STRUCTURED AND UNSTRUCTURED RECORDS IN THE DEPARTMENT FOR A PERIOD OF 36 MONTHS.						
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>							
THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS,							
DR RUTH MOMPATI BUILDING							
260 JUSTICE MAHOMED STREET,							
SUNNYSIDE, PRETORIA							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON				CONTACT PERSON			
TELEPHONE NUMBER				TELEPHONE NUMBER			
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	<a href="mailto:tendersenquiries@dhs.gov.za">tendersenquiries@dhs.gov.za</a>			E-MAIL ADDRESS	<a href="mailto:tendersenquiries@dhs.gov.za">tendersenquiries@dhs.gov.za</a>		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							



## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

...

.....

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: ..... BID NO: VA49/21-2023/24

CLOSING TIME 11:00

CLOSING DATE: 09 FEBRUARY 2024

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
------------	-------------	---

**THE APPOINTMENT OF A SERVICE PROVIDER TO DECONGEST, BACKFILE AND DISPOSE OF STRUCTURED, SEMI-STRUCTURED AND UNSTRUCTURED RECORDS IN THE DEPARTMENT FOR A PERIOD OF 36 MONTHS.**

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a **ceiling price** based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE

SPENT

.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....

**Bid No: VA49/21-2023/24**

Name of Bidder: .....

.....	.....	R.....
.....	.....	R.....
TOTAL: R.....		

all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after Acceptance of bid .....  
 7. Estimated man-days for completion of project .....  
 8. Are the rates quoted firm for the full period of contract? \*YES/NO  
 9. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index. ....  
 ....

\*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS, DR RUTH S MUMPATI, 260 JUSTICE MAHOMED STREET, SUNNYSIDE, PRETORIA

E-mail address: [tendersenquiries@dhs.gov.za](mailto:tendersenquiries@dhs.gov.za),

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

E-mail address: [tendersenquiries@dhs.gov.za](mailto:tendersenquiries@dhs.gov.za)



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship

---

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

**SBD4**

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

---

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**SBD4**

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



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

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

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

- a) The applicable preference point system for this tender is the **80/20** preference point system.

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

***Note to tenderers: The tenderer must indicate how they claim points for each***



preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women		10		
Youth		08		
People with Disabilities		02		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**



**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## 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](http://www.treasury.gov.za)

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

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

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

**6. Patent rights**

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

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or



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

- 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.

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|---|---|
| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>   |
| <b>17. Prices</b>                               | <p>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.</p>  |
| <b>18. Contract amendments</b>                  | <p>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.</p>   |
| <b>19. Assignment</b>                           | <p>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.</p>   |
| <b>20. Subcontracts</b>                         | <p>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.</p>   |
| <b>21. Delays in the supplier's performance</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |



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

may be due to him

- |                                |   |
|--------------------------------|---|
| 25. Force Majeure              | <p>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.</p> <p>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.</p>   |
| 26. Termination for insolvency | <p>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.</p>   |
| 27. Settlement of Disputes     | <p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ul style="list-style-type: none"><li>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</li><li>(b) the purchaser shall pay the supplier any monies due the supplier.</li></ul> |
| 28. Limitation of liability    | <p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <ul style="list-style-type: none"><li>(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</li></ul>   |



- (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 Programme (NIP) 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.