



Reg Name: Postbank (SOC) Ltd  
Registration number: 2017/177755/30  
NPC Building, Jeff Masemola Street, Pretoria, 0002: PO Box 10 000, Pretoria, 0001

### REQUEST FOR BIDS/PROPOSALS

|  |   |
|--|---|
| <b>RFB/P REF. NO:</b>                                    | <b>RFP 01/07/2021</b>   |
| <b>DESCRIPTION</b>                                       | Appointment of a service provider to Manage services for provision of 1000 temporary resources for replacement of SASSA cards for a period of 6 months.   |
| <b>COMPULSORY BRIEFING SESSION DATE and link details</b> | <b>13 December 2021 at 11am</b><br><a href="https://zoom.us/j/93484399510?pwd=dDZhU0ZnTk44dVdtZElha2RpVlQzUT09">https://zoom.us/j/93484399510?pwd=dDZhU0ZnTk44dVdtZElha2RpVlQzUT09</a><br><br>Meeting ID: 934 8439 9510<br>Passcode: 807363 |
| <b>CLOSING DATE FOR QUESTIONS / ENQUERIES</b>            | 10 January 2022   |
| <b>RFB/P CLOSING DETAILS</b>                             | Date: 17 January 2022<br>Time: 11:00am (South African Time)   |
| <b>RFB/P SUBMISSION ADDRESS</b>                          | Place: South African Post Office SOC Limited<br>Corner James Drive and Moreleta Street<br>SILVERTON<br>PRETORIA   |
| <b>RFB/P VALIDITY PERIOD</b>                             | <b>180 Days</b> from the Closing Date   |
| <b>ENQUIRIES</b>   | Nokulunga Moloi: <a href="mailto:Nokulunga.Moloi@postbank.co.za">Nokulunga.Moloi@postbank.co.za</a><br>Lwandle Mgidlana: <a href="mailto:Kitsiso.Mokgwabone@postbank.co.za">Kitsiso.Mokgwabone@postbank.co.za</a>                           |

The tender/bid box is generally accessible twenty-four hours (24) hours a day, seven (7) days a week (Monday to Sunday). Bidders must ensure that they **deliver the tender/bid document/s into the tender/bid box** at the gate when delivering tenders/bids. Bidders must advise their couriers of the instruction above to avoid misplacement of bid responses.

**PROSPECTIVE BIDDERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE PRIOR TO SUBMITTING BIDS/PROPOSALS.**

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE POSTBANK SOC LIMITED**

|             |   |               |                 |               |         |
|-------------|---|---------------|-----------------|---------------|---------|
| BID NUMBER: | RFP 01/07/2021  | CLOSING DATE: | 17 January 2022 | CLOSING TIME: | 11:00am |
| DESCRIPTION | Appointment of a service provider to Manage services for provision of 1000 temporary resources for replacement of SASSA cards for a period of 6 months. |               |                 |               |         |

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

South African Post Office SOC Limited  
Corner James Drive and Moreleta Street  
SILVERTON  
PRETORIA

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

|                  |                                |
|------------------|--------------------------------|
| CONTACT PERSON   | Nokulunga Moloi                |
| TELEPHONE NUMBER | 012 407 6000                   |
| E-MAIL ADDRESS   | Nokulunga.Moloi@postbank.co.za |

**SUPPLIER INFORMATION**

|  |  |  |                                     |                               |  |
|--|--|--|-------------------------------------|-------------------------------|--|
| NAME OF BIDDER                               |  |  |                                     |                               |  |
| POSTAL ADDRESS                               |  |  |                                     |                               |  |
| PHYSICAL 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]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT |                               | TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

|  |  |   |  |
|--|--|---|--|
| 1..1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | 1..1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
|--|--|---|--|

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

|   |                              |                             |
|---|------------------------------|-----------------------------|
| 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**

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS 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: .....

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## SECTION 1

### BIDDER'S DETAILS

#### 1. Bidding structure

|  |  |
|--|--|
| Indicate the type of bidding structure by marking with an 'X':   |  |
| Individual bidder  |  |
| Joint Venture  |  |
| Consortium   |  |
| Subcontractors   |  |
| Other  |  |
| If the bid is submitted as a Consortium or Joint Venture or Sub Contracting, list the members of such Consortium or Joint Venture and Sub Contractors below: |  |
| 1.   |  |
| 2.   |  |
| 3.   |  |
| 4.   |  |

#### 1.2 Entity Directorship

| No. | Director name | Identity number |
|-----|---------------|-----------------|
| 1.  |               |                 |
| 2.  |               |                 |
| 3.  |               |                 |
| 4.  |               |                 |
| 5.  |               |                 |
| 6.  |               |                 |

#### 1.3 Entity Ownership

| Ownership Category                                  | % of Ownership |
|---|----------------|
| Black or Historically Disadvantage Individual Owned |                |
| Black Women   |                |
| Youth   |                |
| People Living with Disability                       |                |
| Military Veteran                                    |                |
| Other Ownership                                     |                |
| <b>Total (100%)</b>                                 |                |

**I certify that the information furnished on this form is true and correct.**

**I further accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.**

\_\_\_\_\_  
**Name of bidder (duly authorised)**

\_\_\_\_\_  
**Signature of bidder**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Capacity under which this bid is signed**

## **SECTION 2**

### **BID TERMS OF REFERENCE**

## **2. General rules and instructions**

### **2.1 Precedence of documents**

- 2.1.1 This RFB/P consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFB/P and the stipulations in any other document attached hereto, or the RFB/P submitted hereto, the relevant stipulations in this RFB/P shall take precedence.
- 2.1.2 Where this RFB/P is silent on any matter, the relevant stipulations addressing such matter and which appear in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that POSTBANK may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by POSTBANK.
- 2.1.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFB/P. It, however, remains the exclusive domain and election of POSTBANK as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of POSTBANK in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Bidder(s). The Bidder(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

### **2.2 Preferential procurement reform**

- 2.2.1 POSTBANK supports B-BBEE as an essential ingredient of its business. In accordance with government policy, POSTBANK insists that the private sector demonstrates its commitment and track record to B-BBEE in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.
- 2.2.2 POSTBANK shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal read together with the Preferential Regulations, 2017.

### **2.3 National Industrial Participation Programme**

- 2.3.1 The Industrial Participation policy, which was endorsed by Cabinet on 30 April 1997, is applicable to contracts that have an imported content. The NIP is obligatory and therefore must



be complied with. Bidders are required to sign and submit the Standard Bidding Document (SBD).

## **2.4 Local Content and Local Production**

- 2.4.1 POSTBANK promotes the use of local production and content in accordance with the prescribed thresholds in the designated sectors directed by Department of Trade and Industry, and as instructed by the NT, for the acquisition of Goods, Services and Works for all the designated sectors.

## **2.5 Language**

- 2.5.1 Bids shall be submitted in English.

## **2.6 Gender**

- 2.6.1 Any word implying any gender shall be interpreted to imply all other genders.

## **2.7 Headings**

- 2.7.1 Headings are incorporated into this RFB/P document and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

## **2.8 Occupational Injuries and Diseases Act 13 of 1993**

- 2.8.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 and that the cover shall remain in force for the duration of the adjudication of this RFB/P and/ or subsequent agreement. POSTBANK reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to POSTBANK.

## **2.9 Formal contract**

- 2.9.1 This RFB/P, all the appended documentation and the proposal in response thereto read together, form the basis for a formal contract to be negotiated and finalised between POSTBANK and/or its clients and the enterprise(s) to whom POSTBANK awards the RFB/P in whole or in part.
- 2.9.2 Any offer and/or acceptance entered verbally between POSTBANK and any vendor, such offer shall not constitute a contract and thus not binding on the parties.
- 2.9.3 This RFB/P is subject to Government Procurement: General Contract Conditions – July 2011, Special Contract Conditions and any other contract conditions to be finalised during contracting.
- 2.9.4 The laws of the RSA shall govern this RFB/P and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.

## **2.10 Bid preparation**

- 2.10.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the goods offered etc. shall be neatly bound as part of the schedule concerned.

## **2.11 Oral presentations**

- 2.11.1 Bidders who submit Bids in response to this RFB/P may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to POSTBANK. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. POSTBANK shall schedule the time and location of these presentations. Oral presentations are an option of POSTBANK and may or may not be conducted.

## **2.12 Objection to brand specific requirements**

- 2.12.1 Any bidder who has reasons to believe that the RFB/P specification is based on a specific brand must inform POSTBANK within seven (7) days after the publication of the RFB/P.

## **2.13. Instructions for submitting bids**

- 2.13.1 Bid responses must be submitted as follows:
- 2.13.2 One (1) original hard copy file with pricing;
- 2.13.3 One (1) hard copy with pricing;
- 2.13.4 One (1) electronic copies on USB in Portable Document Format (**PDF**) of the RFB/P Document, Technical / Functionality and Pricing Response.
- 2.14 It is the Bidder's responsibility to ensure that the information and contents on the electronic copies is the same as in the hard copies.
- 2.15 To ensure that the electronic copies are not damaged, the bidder must submit the USB in a sealed padded envelop and be clearly marked.
- 2.16 The original copy must be **signed in ink or electronic signature** by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.
- 2.17 The RFB/P Responses (hard and electronic copies) must be clearly marked as follows: Bidder's Name & Contact Details, RFB/P Number, RFB/P Description, and Closing Date.
- 2.18 All Bids in this regard shall only be accepted if they have been placed in the tender/bid box before or on the closing date and stipulated time.
- 2.19 Late bids shall not be considered.

## 2.20 Bidder background information materials

POSTBANK shall at any time during procurement process require additional information that was not part of the bid as part of due diligence.

## 2.2 Conditions of Bid

2.21.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly indicate (with a ✓) either "Comply/Accept or "Do not comply/Do not accept" regarding compliance with the requirements. Where "Do not comply/Do not accept" has been selected/ticked, the bidder shall be disqualified.

NOTE: It is mandatory for bidders to complete or answer this part fully **(2.21.2 to 2.21.22)**;

### 2.21.2

|   |               |                      |
|---|---------------|----------------------|
| This RFB/P is subject to the General Conditions of Contract (GCC) referred to in this document. Changes or non-compliance to the GCC will render the bid invalid. | <b>Accept</b> | <b>Do not accept</b> |
|   |               |                      |

### 2.21.3

|   |               |                      |
|---|---------------|----------------------|
| The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal. | <b>Accept</b> | <b>Do not accept</b> |
|   |               |                      |

### 2.21.4

|  |               |                      |
|--|---------------|----------------------|
| POSTBANK SCM may request written clarification regarding any aspect of this proposal. The bidders must supply the requested information in writing within the specified time frames after the request has been made, otherwise the proposal shall be disqualified. | <b>Accept</b> | <b>Do not accept</b> |
|  |               |                      |

### 2.21.5

|  |               |                      |
|--|---------------|----------------------|
| In the case of Consortium, Joint Venture or Subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and rand value. | <b>Accept</b> | <b>Do not accept</b> |
|  |               |                      |

### 2.21.6

|  |               |                      |
|--|---------------|----------------------|
| POSTBANK reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all. | <b>Accept</b> | <b>Do not accept</b> |
|  |               |                      |

## 2.21.7

|  |               |                      |
|--|---------------|----------------------|
| By submitting a proposal in response to this RFB/P, the bidders accept the evaluation criteria as it stands. | <b>Accept</b> | <b>Do not accept</b> |
|  |               |                      |

## 2.21.8

|  |               |                      |
|--|---------------|----------------------|
| Where applicable, POSTBANK reserves the right to conduct benchmarks on product/services offered during and after the evaluation. | <b>Accept</b> | <b>Do not accept</b> |
|  |               |                      |

## 2.21.9

|   |               |                      |
|---|---------------|----------------------|
| <p>Should the parties at any time before and/or after the award of the proposal and prior to, and/or after conclusion of the contract fail to agree on any significant product price or service price adjustments, amendment/addition in technical specification, change in services, etc. POSTBANK shall be entitled within 14 (fourteen) days of such failure to agree, to rescind the letter of award.</p> <p>Such decision shall mean that POSTBANK reserves the right to award the same bid/proposal to next best bidders as it deems fit.</p> | <b>Accept</b> | <b>Do not accept</b> |
|   |               |                      |

## 2.21.10

|   |               |                      |
|---|---------------|----------------------|
| Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action. | <b>Accept</b> | <b>Do not accept</b> |
|   |               |                      |

## 2.21.11

|  |               |                      |
|--|---------------|----------------------|
| <p><b><u>Bidders who make use of subcontractors.</u></b></p> <p>The proposal shall however be awarded to the bidder as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between POSTBANK and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.</p> | <b>Accept</b> | <b>Do not accept</b> |
|  |               |                      |

## 2.21.12

|  |               |                      |
|--|---------------|----------------------|
| All goods/services/works supplied in accordance with this proposal must be certified to all legal requirements as per the South African law. | <b>Accept</b> | <b>Do not accept</b> |
|  |               |                      |

## 2.21.13

|  |               |                      |
|--|---------------|----------------------|
| No interest shall be payable on accounts due to the successful bidder in an event of a dispute arising on any stipulation in the contract. | <b>Accept</b> | <b>Do not accept</b> |
|  |               |                      |

## 2.21.14

|  |               |                      |
|--|---------------|----------------------|
| The bidders' response to this RFB/P, or parts of the response, shall be included as a whole or by reference in the final contract. | <b>Accept</b> | <b>Do not accept</b> |
|  |               |                      |

## 2.21.15

|   |               |                      |
|---|---------------|----------------------|
| POSTBANK has discretion to extend the validity period should the evaluation and award of this RFB/P not be completed within the stipulated validity period. | <b>Accept</b> | <b>Do not accept</b> |
|   |               |                      |

## 2.21.16

|  |               |                      |
|--|---------------|----------------------|
| Upon receipt of the request to extend the validity period of the RFB/P, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original RFB/P response valid under the same terms and conditions for a further period. | <b>Accept</b> | <b>Do not accept</b> |
|  |               |                      |

## 2.21.17

|   |               |                      |
|---|---------------|----------------------|
| Should the bidder change any wording or phrase in this document, the RFB/P shall be evaluated as though no change has been effected and the original wording or phrasing shall be used. | <b>Accept</b> | <b>Do not accept</b> |
|   |               |                      |

## 2.21.18

|  |               |                      |
|--|---------------|----------------------|
| POSTBANK shall be entitled to cede, assign and/or delegate any of its rights and obligations in terms of the Agreement to any third party. | <b>Accept</b> | <b>Do not accept</b> |
|  |               |                      |

## 2.21.19

|  |               |                      |
|--|---------------|----------------------|
| The Service Provider shall not be entitled to cede any of its rights or delegate any of its obligations in terms of the Agreement without the prior written consent of the POSTBANK. | <b>Accept</b> | <b>Do not accept</b> |
|  |               |                      |

## 2.21.20

|  |               |                      |
|--|---------------|----------------------|
| The Service Provider shall notify the POSTBANK, in writing, of any change in the Service Provider's shareholding or membership or any change in the Service Providers' subsidiary companies or holding company or its affiliates (such change shall be considered a material change in the constitution and identity of the Service Provider). POSTBANK may, in its sole and absolute discretion, terminate the Agreement upon becoming aware of such material change. | <b>Accept</b> | <b>Do not accept</b> |
|  |               |                      |

## 2.21.21

|   |               |                      |
|---|---------------|----------------------|
| The Parties agree that should there be a change as envisaged in clause 2.21.20 above, the Service Provider will no longer exist and a new third party/entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the Service Provider's rights and obligations in terms of the Agreement unless agreed to in writing by the POSTBANK. | <b>Accept</b> | <b>Do not accept</b> |
|   |               |                      |

## 2.21.22

|  |               |                      |
|--|---------------|----------------------|
| All intellectual property developed, as part of any contractual agreements, purchase orders, and or any other agreements entered into shall become the propriety ownership of the POSTBANK | <b>Accept</b> | <b>Do not accept</b> |
|  |               |                      |

## SECTION 3 SPECIFICATION

### 3. Background

The journey of Postbank began when it started as a savings bank in the South African Post Office in 1875. Through the years, Postbank has transitioned into a credible Financial Services Provider whose primary focus has been on the provision of savings and transactional banking services. Postbank offers secure, reliable, accessible and affordable banking predominantly to the under-banked and unbanked segments of the South African population. Postbank has been incorporated on 1st April 2019 as Postbank SOC Limited and has been profitable for more than 10 years.

Postbank pays social grants to more than 8.4 million SASSA grants to beneficiaries every month. It is a member of the Payments Association of South Africa (PASA) with full access to the National Payments System. It has VISA and MasterCard card issuing and acquiring licenses and plays a critical role in meeting the transactional banking needs of millions of customers in rural areas where the other banks are absent.

The card replacement project is effectively a **compliance requirement** for Postbank given the directive issued by the Regulator, SARB. Postbank is currently in the process to give effect to the directive and therefore has launched the Card Replacement Project to be finalised within **6 months as from March 2022** to ensure that all **SASSA Cards are EMV compliant**.

It is important that Postbank, in implementing the SASSA card replacement project, considers the impact the project might have on customers and ensure that the social grant beneficiaries are not impacted negatively and that no major disruptions arise. Social grant beneficiaries will also derive the benefit of being issued with a more secure card that comprises the latest chip technology that will ensure security. This will add to the enhancement of their overall experience from the use of the SASSA card at various ATM and POS infrastructures.

For the Card replacement Project to be successful, an approximately 12 million SASSA cards need to be replaced with SASSA EMV compliant cards within 6 months. For the Cards to be replaced, a 1000 Temporary resources will be required additional to staff utilized within South African Post Office Branches.

### 3.1 Objective of the Bid

The bid focuses on the appointment of a reputable, well established and experienced Managed Services Provider to provide a **1000 temporally skilled resources** in **9 different Provinces** (regions) of South Africa within **111 Post Office Branches** per region or close proximity thereof. The Service Provider should deliver these resources within set timeframes and requirement specifications. In line with the Bid specification, the SA Postbank SOC Ltd would like to conclude formal framework agreement with the successful Provider for a period of 6 months.

### 3.2 Benefits

The benefits envisaged are as follows, but not limited to:

- 3.2.1 **Experienced and capable** service provider to meet Postbank's needs within quick turnaround times and management capabilities.
- 3.2.2 To support and provide the **acquisition of skilled and resources** efficiently and at an affordable price
- 3.3.3 To enhance **employer branding** strategies
- 3.3.4 To complement **internal capacity**/ resource constraints
- 3.3.5 To enhance **optimal placement** decisions aligned to legislation and best practice
- 3.3.6 To be flexible in the movement of resources within identified areas on request
- 3.3.7 Provide a daily reporting capability.
- 3.3.8 Provide digital capability to train appointed resources on Standard Operating Procedures

### 3.3. Scope of Work

The approved Managed Service Provider will be engaged by Postbank to provide 1000 Temporary Resources who will be appointed and managed by the Service Provider at the located card replacement points (Post Office Branches or location within close proximity) across the 9 different provinces of South Africa for a period of six (6) months.

The approved service provider will form **part of the Card Replacement Roll-out Project** and will be required to render **Managed Services** of optimum quality including daily reporting in line with the Postbank's strategic goals and objectives as well as applicable Labour Laws and Regulations.

### 3.4 Managed Services

#### 3.4.1 Key Deliverables and Expectations



The Managed Service provider must be a **national well-establish, experienced** managed service providers, who have access to a readily available pool of **skilled resources**, across South Africa in identified Post Office Branches or in close proximity.

3.4.1.1 Furthermore, Managed Services companies must have **membership to a professional body**, such as APSO, responsible for ensuring only the highest quality of recruitment and selection processes, procedures followed regarding managed services and therefore be able to source candidates meeting the organisation's requirements.

3.4.1.2 Attract good quality **candidates meeting the position and personal credential verification** requirements and improve the turnaround time of the whole recruitment process.

3.4.1.2.1 **High level Position/ Person requirements:**

- Minimum of a Matric Qualification
- A Degree or a diploma will be an added advantage. Qualification in IT, Marketing, Electronics, Legal, Economics, Science, Mathematics, Social Sciences, Politics, Arts, Education, Commerce
- Graduates with no work experience to receive preference.
- Candidate to be contactable on a SMART Cell phone or device enabling training videos to be accessed
- Candidates to be flexible to move in close proximity of the card replacement point relying on own ways of reliable transport
- Customer and Service Orientated
- Previous disadvantaged individuals are encouraged to apply and preference will be given to females

3.4.1.3 Research the market in search of the **best available skills** to fulfil the card replacement role during the specified time period, from including but not limited to their networks and available databases.

3.4.1.4 Ability to provide a **continuous supply of resources with the right skills**, to capacitate the project where gaps might be encountered due to termination. (Replacement of candidates)

3.4.1.5 Conduct **pre-employment verification checks** (ID, Qualification, criminal, credit checks). Only candidates with clear checks to be employed.

3.4.1.6 **Provide Team Leaders to manage resources as part of their service management fee**, responsible for co-ordination and daily reporting of cards replaced and any ad hoc matter relating to the process

3.4.1.7 The Manage service provider should provide **assistance with relevant detailed reports and documentation and co-ordination** of the Program in all regions.

- 3.4.1.8 Facilitate on-boarding of resources, ensuring full understanding and expectations of role, co-ordination, communication and management plan, reporting on daily activities and **training of resources** in Standard Operating Procedures (SOP's).
- 3.4.1.9 Must have contracts in place with Vetting providers with a national reach for the execution of pre-employment verification checks.
- 3.4.1.10 Manage service providers will be responsible for the payment of the 1000 resources through their own payroll system in adherence to applicable Labour legislation, tax laws and regulations.
- 3.4.1.11 The payment of resources will be equal to the minimum prescribed salary of R31, 25 per hour, 8 hours per day, 5 days a week and 22 working days on average per month over a period of 6 months.
- 3.4.1.12 The Service Fee to render the manage services should not exceed 30% of salary cost. This fee should include, payment of team leaders, training, employee relations matters, payroll cost, vetting and other cost related to managing the projects and resources.

### **3.4.2 Service Standards and Quality**

The Postbank reserves the right to review as it deems appropriate the level of service received from the service provider:

- The Managed Services Provider will be required to sign confidentiality and indemnity agreements with Postbank.
- The Managed Services Provider will be required to sign a service level agreement Postbank.
- The Managed Services Provider will be obligated to update the Postbank on progress regarding any matter that the service provider may be dealing with.
- The Managed Services Provider may provide the services as Holding Company, Division, Subsidiary or Joint Venture. Formal Agreements between Holding Company, its subsidiaries and Joint Ventures must be declared.
- The Managed Services Provider must declare any interest in this project and declare any possible conflict of interest with the Postbank in the pursuance of the proposed assignment.
- The Managed Services Provider must provide Postbank with a selection report indicating a name list of all appointed resources per province and points of placement (branches) and indicate in writing that all resources are meeting the minimum requirements and that no candidate appointed has an adverse credit record and not been convicted for any criminal offence. Proof of these records should be made available at any point in time on request of Postbank.
- Resources appointed must be sufficiently trained in the Standard Operating Procedures and be able to deliver on the targeted number of cards to be replaced per resource.

- Ensure that all appointed resources safeguard their equipment by following relevant procedures within the branch. Take disciplinary action against resources found to be negligent.
- The Manage Services Providers will be expected to provide Postbank with a monthly invoice indicating the cost relating to the payment of 1000 temporary resources including the agreed upon service fee. Payment terms and conditions will apply and will be within 30 days of receiving the invoice.
- The Manage Service provider will act with due diligence and care and always operate within the service level agreement and contract.
- Ensure high quality statistical reporting on a daily, weekly and monthly basis including matters arising from the project. Follow established communication channels for escalation purposes.
- The Managed Services Firm must comply and follow all stipulations as per the Protection of Personal Information Act (POPIA)

### **3.4.3 Professional Skill and Expertise Required from Managed Services firm**

- Expert knowledge of sourcing strategies and processes, and **managed services in projects of similar nature.**
- **Ability to deliver the required resources** within all Provinces as per allocated locations
- Knowledge and understanding of Labour Legislation and payroll related laws and regulations
- Industry knowledge and ability to tap into markets where potential candidates could be sourced from

## **3.5 Evaluation Criteria**

The bid will be evaluated as follows:

**3.5.1 Phase 1: Mandatory Requirements Criteria**– Only bidders that have complied with the Mandatory Criteria will be eligible for further evaluation in Phase 2.

**3.5.2 Phase 2: Functionality Requirements Criteria** – Only bidders scoring 70 points and above out of 100 points on functionality are eligible for further evaluation on Phase 3.

**3.5.3 Phase 3: Commercial** – Price (90) and B-BBEE (10) or Price (80) and B-BBEE (20). The lowest acceptable bid will be used to determine the price and preference point system to be used.

### 3.5.1 Mandatory Requirements Criteria

Bidders must complete and submit the following mandatory documents and failure to comply will result in the disqualification of the bid. Bidders are not allowed to resubmit documents after the closing of the bid or during the evaluation process.

Bidders must indicate by ticking (✓) in the correct box indicating that they Comply or Do Not Comply. Failure to comply with the following will result in disqualification of the bid.

| 3.5.1.1 Affiliation with a Professional Body  | Comply | Do Not Comply |
|---|--------|---------------|
| The Bidder must be a member to a professional body as it relates to managed services, <b>e.g. APSO (Association of Personnel Services Organisation)</b><br><br>Provide proof of a valid certificate/ Letter   |        |               |
| 3.5.1.2. Agreement with a Verification Agency   | Comply | Do Not Comply |
| The Bidder must have an account/agreement with a verification agency <b>e.g. MIE, Lexis Nexis etc.</b> who operates on a national basis<br><br>Provide a name and account number/ agreement of the verification agency that you are currently using having a National Reach |        |               |
| 3.5.1.3. Experience in Managing Services across the country on a large scale and quantity   | Comply | Do Not Comply |
| The Bidder must have managed projects of this nature through the deployment of expertise through a National Project Management Office or related structure.<br><br>Provide proof of PMO/Organisational structures to illustrate capability to manage, source and report.    |        |               |
| 3.5.1.4 Providing Payroll Facilities to ensure resources are fully paid on a monthly basis.   | Comply | Do Not Comply |
| The Bidder must provide proof of either an agreed outsourced payroll facility or an own facility to pay resources monthly<br><br>Provide an agreement if payroll facility is outsourced or a signed letter from the bidder if an in-house payroll facility will be used     |        |               |

### 3.5.2 Functionality Requirements Criteria

Only bidders scoring 70 points and above out of 100 points on functionality are eligible for further evaluation. Bidders are not allowed to resubmit documents after the closing of the bid or during the evaluation process.

| Functional Criteria   | Weights                   | Reference Page & Section where response is found in the Bid |   |   |   |    |   |    |    |  |
|---|---------------------------|---|---|---|---|----|---|----|----|--|
| <p><b>3.5.2.1 Experience of the Company</b></p> <p>The bidder must have a minimum of 5 years of experience in providing Managed Services.</p> <p><b>The bidder must provide proof of a company profile with the experience in Managed Services which covers the minimum of the following:</b></p> <ul style="list-style-type: none"><li>• Number of years the firm is in existence</li><li>• Detailed list of services offered by the firm</li><li>• List of Support staff and their roles relevant to the service we require</li></ul> <table><tr><th>Experience of the Company</th><th>Score</th></tr><tr><td>Company Profile with &lt;5 years' experience in Managed Services</td><td>0</td></tr><tr><td>Company Profile with 5 ≤8 years' experience in Managed Services</td><td>15</td></tr><tr><td>Company Profile with &gt;8 years' experience in Managed Services</td><td>30</td></tr></table> | Experience of the Company | Score   | Company Profile with <5 years' experience in Managed Services | 0 | Company Profile with 5 ≤8 years' experience in Managed Services | 15 | Company Profile with >8 years' experience in Managed Services | 30 | 30 |  |
| Experience of the Company   | Score                     |   |   |   |   |    |   |    |    |  |
| Company Profile with <5 years' experience in Managed Services   | 0                         |   |   |   |   |    |   |    |    |  |
| Company Profile with 5 ≤8 years' experience in Managed Services   | 15                        |   |   |   |   |    |   |    |    |  |
| Company Profile with >8 years' experience in Managed Services   | 30                        |   |   |   |   |    |   |    |    |  |
| <p><b>3.5.2.2 Track Record</b></p> <p>The bidder must have provided Managed Services of a similar nature in the past five years</p> <p>The bidder must provide a <b>minimum of 2 signed reference</b> letters where the service/s were completed successfully. Providing more, will be to the bidders advantage (Signed Reference letters on the clients letterhead must be attached)</p> <p><b>The reference letters must include the following:</b></p> <ul style="list-style-type: none"><li>• Company Name</li><li>• Company Contact details and Address</li><li>• Contact Person</li></ul> <table><tr><th>Reference Letters</th><th>Score</th></tr><tr><td>&lt;2 Reference letters provided</td><td>0</td></tr></table>  | Reference Letters         | Score   | <2 Reference letters provided                                 | 0 | 30  |    |   |    |    |  |
| Reference Letters   | Score                     |   |   |   |   |    |   |    |    |  |
| <2 Reference letters provided   | 0                         |   |   |   |   |    |   |    |    |  |

| 2 ≤6 Reference letters with required information where similar services were rendered in the past three years  | 15    |  |       |   |   |  |    |    |  |
|--|-------|--|-------|---|---|--|----|----|--|
| >6 Reference letters with required information where similar services were rendered in the past five years   | 30    |  |       |   |   |  |    |    |  |
| <b>3.5.2.3 The experience of Manage Service provider’s Project managers</b><br><br>Bidder must indicate the Project Manager’s experience, expertise and competence by providing a their detailed Profiles (CV’s) of not less than three (3) years of experience in Managed Services<br><br><table><tr><th>Project Managers Profile</th><th>Score</th></tr><tr><td>Profiles (CV’s) with &lt;3 years of experience in Managed Services</td><td>0</td></tr><tr><td>Profiles (CV’s) with 3 or more years of experience in Managed Services</td><td>20</td></tr></table>  |       | Project Managers Profile                                       | Score | Profiles (CV’s) with <3 years of experience in Managed Services | 0 | Profiles (CV’s) with 3 or more years of experience in Managed Services | 20 | 20 |  |
| Project Managers Profile   | Score |  |       |   |   |  |    |    |  |
| Profiles (CV’s) with <3 years of experience in Managed Services  | 0     |  |       |   |   |  |    |    |  |
| Profiles (CV’s) with 3 or more years of experience in Managed Services   | 20    |  |       |   |   |  |    |    |  |
| <b>3.5.2.4 Statement of Managed Service Provider of work/ project of a similar nature completed on a national level in all Provinces of South Africa</b><br><br>The Bidder must have completed and done similar work successfully in the last 5 - 8 years<br><br>Bidder must provide a minimum of two (2) projects successfully completed of similar nature in all provinces to demonstrate their capability to source and manage resources. Annexure A must be completed in full.<br><br><table><tr><th>Projects Successfully Completed (Annexure A completed in full)</th><th>Score</th></tr><tr><td>&lt;2 project successfully completed in the last 5-8 years</td><td>0</td></tr><tr><td>2 or more project successfully completed in the last 5-8 years</td><td>20</td></tr></table> |       | Projects Successfully Completed (Annexure A completed in full) | Score | <2 project successfully completed in the last 5-8 years         | 0 | 2 or more project successfully completed in the last 5-8 years         | 20 | 20 |  |
| Projects Successfully Completed (Annexure A completed in full)   | Score |  |       |   |   |  |    |    |  |
| <2 project successfully completed in the last 5-8 years  | 0     |  |       |   |   |  |    |    |  |
| 2 or more project successfully completed in the last 5-8 years   | 20    |  |       |   |   |  |    |    |  |
| <b>Total</b>   |       | <b>100</b>   |       |   |   |  |    |    |  |

**Only bidders scoring 70 points and above out of 100 points on functionality are eligible for further evaluation**

## ANNEXURE A

### STATEMENT OF MANAGED SERVICES WORK COMPLETED WITHIN THE LAST 5 YEARS.

Bidder must provide a minimum of two to five (5) projects successfully completed of similar nature to demonstrate their capability to source and manage resources. Annexure A must be completed in full.

| Item No. | Name of Company | Indicate the nature of project managed | Did the project require similar outputs as Postbank | List number of temporary resources placed in different provinces | Project managed through MSP's PMO | Training provided to train resources on SOPs. How was it conducted ? | Team Leaders Deployed What was their roles? | Indicate the time it took to do the placement from briefing to the appointment of resources |
|----------|-----------------|--|---|--|-----------------------------------|--|---|---|
| 1        |                 |  |   |  |                                   |  |   |   |
| 2        |                 |  |   |  |                                   |  |   |   |
| 3        |                 |  |   |  |                                   |  |   |   |
| 4        |                 |  |   |  |                                   |  |   |   |
| 5        |                 |  |   |  |                                   |  |   |   |

If the space provide is insufficient please add additional rows.

### DECLARATION

I, \_\_\_\_\_, hereby declare that the information provided above is correct and that there is no misrepresentation of facts.

.....

**SIGNATURE OF BIDDER**

.....

**NAME IN CAPITALS**

### 3.5.3 Commercial Evaluation

#### Price (80) and B-BBEE (20) or Price (90) and B-BBEE (10)

| Criteria               | Weight           | Sub-criteria  |
|------------------------|------------------|---|
| Total Price            | 80/100<br>90/100 | Benchmark against lowest quote  |
| Contribution to B-BBEE | 20/100<br>10/100 | Points will be awarded to bidders according to their B-BBEE status level of contributor |



## SECTION 4

### PRICING SCHEDULE/COSTING MODEL

The pricing schedule must be based on the following:

- 1000 resources
- Hourly rate of R31,25
- 8 hours per day
- Average of 22 working days per month
- Period of 6 months
- **Therefore total of R33 000 000.00 for six months as salary cost (Fixed)**

The bidder must complete the pricing schedule in full in the format provided.

| No. | Description   | % Manage Service Fee |
|-----|---|----------------------|
| 1.  | <p><b>Manage Service Fee</b> as total fee should include at a minimum the following:</p> <ul style="list-style-type: none"><li>• Sourcing of resources</li><li>• Vetting of resources</li><li>• Training of resources</li><li>• Placement of resources</li><li>• Managing of resources through team leaders</li><li>• Payroll – payment of resources</li><li>• Reporting</li><li>• All in all management of project</li></ul> |                      |

The bidder warrants that the pricing quoted above is free of any errors and omissions and that the service will be executed at the price quoted.

**SIGNATURE:.....**

**NAME OF DELEGATED SIGNATORY:.....**

**(PRINT)** in his capacity of

**DESIGNATION OF SIGNATORY :.....**

**(PRINT)** who warrants his authority to sign on behalf of

**NAME OF BIDDER (COMPANY) :.....**

**DATE :.....**

#### **DECLARATION**

I, \_\_\_\_\_, hereby declare that the information provided above is correct and that there is no misrepresentation of facts.

.....  
**SIGNATURE OF BIDDER**

.....  
**NAME IN CAPITALS**

**SECTION 5**  
**STANDARD BID DOCUMENTS (SBDs)**

**SBD 4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2.2 Identity ..... Number:  
.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
.....

2.4 Company ..... Registration ..... Number:  
.....

2.5 Tax ..... Reference ..... Number:  
.....

2.6 VAT ..... Registration ..... Number:  
.....

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

<sup>1</sup>"State" means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES/NO**

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate the appropriate authority to undertake remunerative work outside employment in the public sector? **YES/NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES/NO**

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

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

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees/ shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES/NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and and who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....

.....  
.....

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

2.11.1 If so, furnish particulars:  
.....  
.....  
.....

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

| Full Name | Identity Number | Personal Reference Number | Tax Number | State Number | Employee / Persal Number |
|-----------|-----------------|---------------------------|------------|--------------|--------------------------|
|           |                 |                           |            |              |                          |
|           |                 |                           |            |              |                          |
|           |                 |                           |            |              |                          |
|           |                 |                           |            |              |                          |
|           |                 |                           |            |              |                          |
|           |                 |                           |            |              |                          |
|           |                 |                           |            |              |                          |

**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date  
.....  
Position Name of bidder  
.....

May 2011

**(Applicable to bids with imported / foreign content of more than 10M US Dollars)**

## **1 Introduction**

- 1.1 The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all State and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

## **2 Pillars of the programme**

- 2.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million shall have an NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- 2.1.1 Any single contract with imported content exceeding US\$10 million; or
- 2.1.2 Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million; or
- 2.1.3 A contract with a renewable option clause, where should the option be exercised the total value of the imported content shall exceed US\$10 million; or
- 2.1.4 Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 2.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 2.1.1 to 2.1.4 above shall amount to 30 % of the imported content whilst suppliers in respect of paragraph 2.1.4 shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 2.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 3.5 A period of seven years has been identified as the time frame within which to discharge the obligation.

### **3 Requirements of The Department of Trade And Industry**

- 3.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million rand), submit details of such a contract to the DTI for reporting purposes.
- 3.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million rand) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 2.1.1 to 2.1.4 above.

### **4 BID submission and contract reporting requirements of bidders and successful bidders (contractors)**

- 4.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the Bid on the closing date and time.
- 4.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 2.1.2 to 2.1.4.
- 4.2.1 above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million rand), to contact and furnish the DTI with the following information:
- 4.2.1.1 bid or contract number.
  - 4.2.1.2 description of the goods, works or services.
  - 4.2.1.3 date on which the contract was accepted.
  - 4.2.1.4 name, address and contact details of the government institution.
  - 4.2.1.5 value of the contract.
  - 4.2.1.6 imported content of the contract, if possible.
- 4.3 The information required in paragraph 4.2.1 above must be sent to the DTI, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted at telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

### **5 Process to satisfy the NIP obligation**

- 5.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps shall be followed:
- 5.1.1 the contractor and the DTI shall determine the NIP obligation;
  - 5.1.2 the contractor and the DTI shall sign the NIP obligation agreement;

- 5.1.3 the contractor shall submit a performance guarantee to the DTI;
- 5.1.4 the contractor shall submit a business concept for consideration and approval by the DTI;
- 5.1.5 upon approval of the business concept by the DTI, the contractor shall submit detailed business plans outlining the business concepts;
- 5.1.6 the contractor shall implement the business plans; and
- 5.1.7 the contractor shall submit bi-annual progress reports on approved plans to the DTI.

5.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

|                     |  |                      |  |
|---------------------|--|----------------------|--|
| Bid number_____     |  | Closing date_____    |  |
| Name of bidder_____ |  |                      |  |
| Postal address_____ |  |                      |  |
| _____               |  |                      |  |
| Signature_____      |  | Name (in print)_____ |  |
| Date_____           |  |                      |  |



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

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1 GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to 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

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### 2 DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

### 3 POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 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**

$$P_s = 80 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1                                  | 10                              | 20                              |
| 2                                  | 9                               | 18                              |
| 3                                  | 6                               | 14                              |
| 4                                  | 5                               | 12                              |
| 5                                  | 4                               | 8                               |

|                           |   |   |
|---------------------------|---|---|
| 6                         | 3 | 6 |
| 7                         | 2 | 4 |
| 8                         | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

## 5 BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7 SUB-CONTRACTING

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

(**Tick applicable box**)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

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

|         |  |  |
|---------|--|--|
| Any EME |  |  |
| Any QSE |  |  |

## 8 DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

### 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

### 8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1. ....
- 2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE:.....

ADDRESS.....

.....  
.....

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods      Stipulated minimum threshold

\_\_\_\_\_ %

\_\_\_\_\_ %

\_\_\_\_\_ %

**3. Does any portion of the goods or services offered have any imported content?**

**(Tick applicable box)**

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency       | Rates of exchange |
|----------------|-------------------|
| US Dollar      |                   |
| Pound Sterling |                   |
| Euro           |                   |
| Yen            |                   |
| Other          |                   |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):

NB

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

1. The facts contained herein are within my own personal knowledge.
2. I have satisfied myself that:
  1. the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  2. The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

|  |   |
|--|---|
| Bid price, excluding VAT (y)                                       | R |
| Imported content (x), as calculated in terms of SATS 1286:2011     | R |
| Stipulated minimum threshold for local content (paragraph 3 above) |   |
| Local content %, as calculated in terms of SATS 1286:2011          |   |

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

3. I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
4. I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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



## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item  | Question   | Yes                             | No                             |
|-------|--|---------------------------------|--------------------------------|
| 4.1   | <p><b>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</b><br/>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:  |                                 |                                |
| 4.2   | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:  |                                 |                                |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:  |                                 |                                |

|       |   |                                 |                                |
|-------|---|---------------------------------|--------------------------------|
| 4.4   | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:   |                                 |                                |

**SBD 8**

# **CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## **SBD 9**

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

## SBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

**<sup>3</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**

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

.....  
SignatureDate

.....  
Position Name of Bidder

## SECTION 6

### 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 GCC 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 GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

### TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance

- 22. Penalties
- 23. Termination for default
- 24. Dumping and countervailing duties
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of disputes
- 28. Limitation of liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

## **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 anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order,

the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organisation purchasing the goods.
- 1.22 "Republic" means the RSA.
- 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, SCC are also laid down to cover specific supplies, services or works.
- 2.3 Where such SCC 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:
- 7.3.1 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
- 7.3.2 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 organisation 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:
- 13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4 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
  - 13.1.5 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:
- 14.1.1 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
  - 14.1.2 in the event of termination of production of the spare parts:
    - 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - 14.1.2.2 following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

### **15 Warranty**

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

any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16 Payment**

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

## **17 Prices**

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

## **18 Contract amendments**

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

## **19 Assignment**

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

## **20 Subcontracts**

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

## **21 Delays in the supplier's performance**

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

## **22 Penalties**

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

## **23 Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1 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;
  - 23.1.2 if the Supplier fails to perform any other obligation(s) under the contract; or
  - 23.1.3 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:
- 23.6.1 the name and address of the supplier and / or person restricted by the purchaser;
  - 23.6.2 the date of commencement of the restriction
  - 23.6.3 the period of restriction; and
  - 23.6.4 the reasons for the restriction.
- 23.7 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.



- 23.8 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**

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

## **26 Termination for insolvency**

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



## **27 Settlement of disputes**

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

## **28 Limitation of liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1 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
- 28.1.2 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 SARSs.

## **33 National Industrial Participation (NIP) Programme**

- 33.1 The NIP Programme administered by the DTI 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.

**The above General Conditions of Contract (GCC) are accepted by:**



|                     |  |
|---------------------|--|
| <b>Name:</b>        |  |
| <b>Designation:</b> |  |
| <b>Bidder:</b>      |  |
| <b>Signature:</b>   |  |
| <b>Date:</b>        |  |