



INVITATION TO BID

BID NUMBER: SANAS/ITTOOLS AND HELPDESK/2021-22/03

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SUPPORT & MAINTENANCE AND ADHOC SERVICES OF IT MANAGEMENT APPLICATIONS FOR 36 MONTHS

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SUPPORT & MAINTENANCE AND ADHOC SERVICES OF IT MANAGEMENT APPLICATIONS FOR 36 MONTHS	
ISSUED BY:	South African National Accreditation Systems: Supply Chain
ADVERTISEMENT DATE:	26 January 2022
CLOSING TIME AND TIME:	25 February 2022
TENDER DOCUMENTS:	Not for sale. Copies of the bid documents are obtainable from SANAS website and on the e-Tender portal of the National Treasury website, www.etenders.gov.za
BID VALIDITY PERIOD:	90 business working days from closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded.
SUBMISSION OF BIDS	Sealed bids clearly stating the name of this bid and number must reach the offices of the SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM, located at Libertas Office Park, Cnr Libertas and Highway Streets, Equestria, Pretoria, 0184, before 11:00 on 25 February 2022. Tender document shall be submitted as one (1) hard copy (containing 2 envelopes / folders containing the original technical proposal and financial proposal) and one (1) USB stick containing all original proposals.

	<p>The tender box will only be available for the depositing of proposals between 08:00 and 16:30 Mondays to Fridays excluding public holidays.</p> <p>Please note that this RFP closes punctually at 11:00 on 25 February 2022. No late submissions will be considered under any circumstances.</p> <p>The SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEMS shall not disclose any details pertaining to the responses received, to any other participant(s), as this is regarded as confidential information.</p> <p>Envelopes must not contain documents relating to any RFP other than the one referred to in this RFP.</p> <p>The responses to the RFP will be opened as soon as is practical after the expiry of the time advertised.</p> <ul style="list-style-type: none"> ❖ <i>All Bidders can apply but preference will be given to bidders who have a minimum B-BBEE status level of 4 (that is, bidders who have a verified B-BBEE status level of 1 –4);</i> ❖ <i>On the last page of this terms of reference, the bidder needs to declare and indicate that they have read and understood the document in full; <u>and</u></i> ❖ <i>Faxed, emailed bids will not be accepted, only one (1) hard copy (containing 2 envelopes / folders containing the original Technical proposal and financial proposal) and one (1) USB stick containing all original proposals will be accepted once delivered to the SANAS premises before the closing date / time.</i>
CONTACT PERSON:	Zanele Ngwenya
TELEPHONE:	(012) 740 8535
E-MAIL:	zanelen@sanas.co.za

THE FOLLOWING PARTICULARS MUST BE FURNISHED

BIDDING STRUCTURE

Indicate the type of Bidding/Bidding Structure by marking with an 'X'	
Individual Bidder	
Joint Venture	
Consortium	
With Sub-Contractors	

Other	
-------	--

If Individual:	
Name of Bidder	
CSD MAAA number	
Tax reference number and PIN	
ID number	
Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
Fax Number	
Cell Number(s)	
E-mail Address	
Postal Address	
Physical Address	

If Joint Venture or Consortium, indicate the name/s of the partners:	
Company Name	
CSD MAAA number	
Tax reference number and PIN	
Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
E-mail Address	
Fax Number	
Postal Address	
Physical Address	

HAS A TAX COMPLIANT STATUS REPORT BEEN SUBMITTED FOR CONSORTIUM, JOINT VENTURE AND/OR SUB CONTRACTORS	
YES	NO

PLEASE INDICATE THE TYPE OF YOUR COMPANY E.G. PRIVATE COMPANY OR CLOSED CORPORATION OR OTHER	
Indicate the Type of Company	

SIGNATURE OF BIDDER:

..... DATE:

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

.....
INITIALS AND SURNAME

NOTICE TO TENDERERS

This tender is issued in terms of the Public Finance Management Act 1 of 1999 (PFMA), the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA), the Preferential Procurement Regulations, 2017 (PPR), Supply Chain Management Regulations issued by the National Treasury and BBBEE Act.

Parties that wish to submit proposals are required to indicate that they are willing to accept the General Conditions and Procedures of the SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM.

On the last page of this document the bidder needs to declare and indicate that they have read and understood the document in full.

Faxed, emailed bids will not be accepted, only hand delivered, and couriered proposals will be accepted. **One (1) hard copy (containing 2 envelopes / folders containing the original Technical proposal and Financial proposal) and one (1) USB stick containing all original documents and will be accepted once delivered to the SANAS premises before the closing date / time.**

TERMS OF REFERENCE

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SUPPORT & MAINTENANCE AND ADHOC SERVICES OF IT MANAGEMENT APPLICATIONS FOR 36 MONTHS

BID NUMBER: SANAS/ITTOOLS AND HELPDESK/2021-22/03

1. PURPOSE

The purpose of this document is to invite suitably interested qualified service providers to submit their bid to provide, manage, administer and support for thirty six (36) months the following IT management tools required by SANAS IT:

1. **Desktop & Mobile Device Management system**
2. **Active Directory Audit and management tool**
3. **Service desk**
4. **Incident and event management**
5. **Secure Remote access application to securely support and assist users remotely**
6. **Application to keep our user devices up to date with the latest patches and updates, these applications include but not limited to:**
 - Device Operating system
 - Microsoft office
 - Adobe
 - Java
 - Any other application we will be using as part of our application bouquet

The location where the services are required will be at Libertas office Park, Block D, Equestria, Pretoria and generally, we require services during office hours.

2. BACKGROUND

The Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice, Act No. 19 of 2006, recognizes SANAS as the only National Accreditation Body for the Republic of South Africa for conformity assessment, calibration, monitoring of Good Laboratory Practice, and to provide for matters connected therewith.

SANAS is a Section 3A Public Entity for purposes of the Public Finance Management Act (PFMA), 1999 (Act No. 1 of 1999) (as amended by Act No. 29 of 1999).

The Service Provider selected by SANAS will have significant expertise in the areas necessary to meet the needs and requirements set forth in this Terms of Reference, including, without limitation, the ability to provide innovative solutions and introduce SANAS to new opportunities.

Currently we have around 74 users in SANAS. But we need to be able to cater for 85 users as growth over the contract period.

3. SCOPE OF SERVICES REQUIRED

SANAS requires the below applications / tools to assist SANAS IT with the day to day operations as well enhancing its service delivery to its clients both internally and remotely.

a) Service Desk

- Ticket Management following ITIL-compliant workflows and processes
 - o Call escalations
 - o Call categorization
 - o Knowledge base
 - o Customer satisfaction survey after closing a call
 - o Log calls anytime and on demand both within or outside of the organisation, therefore, the help desk should be public facing
 - o Sending email to log ticket without having to log into the helpdesk itself
 - o Dashboards and Analytics for KPI tracking and measurement in real time visibility
 - o Remote Account management
- Create multiple instances of service desk to manage service delivery across various business functions eg HR, legal, marketing, SCM and finance from a single platform
- Incident, request and problem Management
- Change Management
- Service Catalogue
- SLA Management

b) Desktop & Mobile Device Management system

SANAS requires a Desktop & Mobile Device Management software that will help in managing Servers, Laptops, Desktops and Smart Phones and Tablets from a central location.

Therefore, we require an application that has but not limited to the following functionality:

- IT asset management
 - o Device History / Management
 - o Monitoring and management of Software licences and Usage
 - o USB Device management
 - o Configuration, tracking, and monitoring of devices
 - o Securing corporate devices (Remote lock and wipe, and geolocation)
- Software Management
 - o Software deployment management
 - o Patch management & version control management. Application to keep our user devices and software up to date with the latest patches and updates.
- Secure Remote access application to support and assist users, Application / software to securely assist and support of users remotely
- Single sign on for all apps
- Deploy customised pop-up messages upon user logging onto SANAS network, an application is required for IT Bulk / direct messages to users for communication purposes

c) Active Directory Audit and User Management System

SANAS requires a Web Based Active Directory that can audit and track all active directory changes:

- SANAS requires a Web Based Self Service application to assist users with:
 - o Remote Password Management
 - o Remote Account management
- Monitor and audit group memberships and access rights to file servers and folders
- Tracking of deactivated and logged out users
- Availability and overall health check of the AD servers
- Dashboards and Analytics for KPI tracking and measurement in real time visibility
- Audit GPO changes

d) Event and incident Logger

- Capturing Events and incident logs (Complaint with Best Practice, ISO/IEC 27001 and NIST)
- Reporting and Business intelligence capabilities, ie extract information for analysis and or standard reports / dashboards
- Capable integrating alerts from other systems such service desk, Microsoft Active Directory (AD), etc

4. PROPOSAL REQUIREMENTS

This section outlines basic requirements that must be met in the proposal. Failure to provide evidence of the following in your proposal results in being excluded from the evaluation process.

- a. Bidder acknowledges that the responsibility for a working solution lies solely with them, not with the SANAS, and that any additional costs over and above the RFP amount required to arrive at a working solution (i.e. a non-compliant or incomplete solution was offered) will be for the account of the bidder.
- b. Bidder commits to implement and follow all contract conditions and specifications as agreed to in the contract. This includes all technical and solution requirements listed in the bid document, including up-to-date technical specifications.
- c. All services, features must be listed as standard (included in the price) under section 3 must be the minimum RFQ requirements in the bid document.
- d. Service providers should disclose subcontractors partaking in this contract and submit evidence of the relevant expertise. The subcontractors partaking in the actual implementation must be the same as in the tender proposal.
- e. Bidders to include supplier number (MAAA number) and unique code from National Treasury as proof that the supplier is registered on CSD).
- f. All quotations/price proposals must be valid for the duration of the tender process.
- g. The service provider must demonstrate their reputation, knowledge and expertise in line with the terms of reference.
- h. The name of an individual who would be responsible for assigning and supervising services provided to SANAS pursuant to any agreements entered into following this RFP process.
- i. The Bidder is required to confirm that it will hold its proposal valid for **90 days** from the closing date of the submission of proposals during which time it will maintain without change the personnel proposed for the services together with their proposed rates.
- j. A Joint Venture agreement signed by all parties in case of a Joint Venture / Consortium submission (if applicable),

- k. A valid B-BBEE certificate or sworn affidavit (the sworn affidavit must indicate the full date i.e., day, month and year of the financial year period e.g., 31 March 2021).
- l. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate. Bidders that do not meet the pre-qualification criteria stipulated will be disqualified from further evaluation.
- m. Valid tax compliance status report with PIN
- n. Fully completed and duly signed Standard Bidding Documents (SBD) Forms documents supplied with these Terms of Reference
- o. Tender document shall be submitted as one (1) hard copy (containing 2 envelopes / folders containing the original technical proposal and financial proposal) and one (1) USB stick containing all original proposals.
- p. All Prices must include VAT.

5. NOTES TO BIDDERS

- a. SANAS will not be liable to reimburse any costs incurred by the bidder during the bidding process.
- b. SANAS will establish a Bid Evaluation Committee to review all the responses received.
- c. Bid Evaluation Committee will carry out evaluation of bidders. The SCM will, if necessary, contact bidders to seek clarification of any aspect of the bid.

6. TAX COMPLIANCE REQUIREMENTS

It is an absolute requirement that the taxes of the successful bidder MUST be in order, or that suitable arrangements must have been made with SARS. At the time of award, the bidder must have the PIN and be Tax Compliant.

7. Evaluation Process of Bids Received - The evaluation of proposal will be done in four (04) Stages.

7.1 Stage 1: Prequalification Criteria.

- a) To advance designated groups on the basis of B-BBEE Status Level of contributor, bidders will be prequalified on the basis of their B-BBEE Status of Level 1, Level 2, Level 3 and Level 4 contributor. A valid B-BBEE certificate or affidavit (the affidavit must indicate the full date i.e., day, month, and year of the financial year period e.g., 31 March 2021) must be provided.
- b) A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate.
- c) Bidders that do not meet the pre-qualification criteria stipulated above will be disqualified from further evaluation.

7.2 Stage 2: Submission of all administrative compliance documentation-The evaluation of the administrative compliance requirements is indicated below. Failure to comply, may lead to disqualification.

- a) All proposals received will be examined to determine compliance with RFP requirements and conditions (completion and attachment of compulsory documents). Proposal with obvious deviations from the requirements/conditions will be disqualified from the evaluation process.
- b) Fully completed and duly signed SBD forms must be submitted.
- c) Bidders (including each member of joint venture or consortium or partnership agreement) must submit proof of registration with the National Treasury's Central Supplier Database (CSD). Bidders must ensure that they are registered on the CSD before submitting the bid.
- d) Valid tax compliant status report with a PIN must be submitted.

7.3 Stage 3: Evaluation of Proposal: Functionality Requirements

- a) The evaluation of the functional requirements as per Table 2 below. Bidders must attain a minimum of 80 points or more to proceed to the next stage which is Price and BBEE evaluation. Wherein 80/20 preference Point Systems will be used as follows: 80 points for price and 20 points for B-BBEE status of contribution

7.4 Functionality Criteria (Stage 03)

Suitable service provider must demonstrate capacity and capability to execute this project by complying with the functionality criteria Table below:

Evaluation Criteria for Functionality is as Follows:

CRITERION	MAXIMUM POINTS
<p>Bidder's Experience and Proven track record of similar work completed.</p> <p>Minimum of 3 Letter of reference dated in the last three (3) years for the provision of similar services and work as required by SANAS. The reference letter must be on an appropriate letterhead and signed off by client.</p> <p>The following information must be reflected on each letter.</p> <ul style="list-style-type: none"> - Name of client - Name & Surname representing client - Contact Number - Similar services rendered by bidder. <p>Minimum of three (3) or more letters satisfying the above criteria will be required to be submitted.</p> <p>Less than 3 letters with the required information - 0 points 3 or more letters with the required information - 20 points</p>	<p>20 points</p>
<p>A brief description for each of the functional must be included in the technical proposal for the proposed management tools / applications. See Annexure A for detailed point breakdown</p> <p>The Annexure A needs to be included in the proposal and the description column must be filled in to qualify for the allocated points</p> <ul style="list-style-type: none"> • Service desk - 22 points • Desktop & Mobile Device Management - 15 points • Active Directory Audit and user management system - 15 points • Event & incident Logger - 8 points <p>Please refer to the Annexure A for the detailed point allocation for each of the systems functionality</p>	<p>60 points</p>

<p>If No Evidence is provided in the technical proposal (including Annexure A), to demonstrate the functionality for each of the above management tools / application, the bidder will be awarded 0 points for each of tools / application mentioned above that was not submitted</p>	
<p>Project Management</p> <p>The bidder must provide a clear and detailed project management methodology and plan by providing:</p> <ul style="list-style-type: none"> - Detailed project plan / Schedule showing timelines and Critical Path with respect to implementation, testing and handover of the project - The bidder must indicate all deliverable broken down in <ul style="list-style-type: none"> • Timelines • detailed Work Breakdown Structure with dependencies broken down in timelines. • Resource Allocation both from SANAS and the bidder for each of the deliverables <p>All the above must be submitted for the bidder to get 20 points otherwise the bidder will get 0 points.</p> <p>No Project plan submitted - 0 points Project plan submitted - 20 points</p>	<p>20 points</p>
<p>Total</p>	<p>100 points</p>
<p>Threshold</p>	<p>80 points</p>

Table 2: STAGE 4 - Functionality Criteria

Proposals scoring less than the minimum of 80 points of the total points will be eliminated from further evaluation; and Shortlisted bidders who scored 80 points and more of the total points at the functionality phase will proceed to stage 4, Price and BBBEE

7.5 Stage 4: Evaluation of Price and B-BBEE

Only bidders who score 80 points in Phase 04 above will be considered for the price and points evaluation. Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and its regulations which stipulate 80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included).

To score points for preference (BBBEE) bidders must submit a valid BBBEE certificate or affidavit. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate.

Step 1: Calculation of points for price

- Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference point system, as contemplated in the Preferential Procurement Policy Framework Act 5 of 2000. The formulae to be used in calculating points scored for price is as follows:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid or offer under consideration

P_t = Comparative price of bid or offer under consideration

P_{\min} = Comparative price of lowest acceptable bid or offer.

- Points scored will be rounded off to the nearest 2 decimal places.

Step 2: Calculation of points for B-BBEE status level of contributor

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12

5	8
6	6
7	4
8	2
Non-compliant contributor	0

7.6 THE FINANCIAL PROPOSAL

- (a) Bidders are required to provide price proposals for the requirements as per the terms of reference. Bidders are required to complete Annexure B and C and the overall figure must be VAT inclusive.

7.7 SUBCONTRACTING

- (a) A bidder awarded a contract may only enter into a subcontracting arrangement with the approval of SANAS.
- (b) A bidder awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

7.8 JOINT VENTURES, CONSORTIUMS AND TRUSTS

- (a) A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their valid B-BBEE status level certificate.
- (b) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- (c) Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. SANAS will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- (d) The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The

agreement must also clearly identify the Lead Partner, with the power of attorney/resolution letter to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

7.9 LEGAL IMPLICATIONS

- (a) It is a requirement that the successful bidder will enter into a service level agreement (SLA) with SANAS.

7.10 COMMUNICATION

- a) The communication between SANAS and bidders is permitted prior to the closing date of the tender, such communication including queries and responses will be uploaded daily on the SANAS website in the procurement section, if required.

7.11 LATE BIDS

- (a) Bids received at the address indicated in the bid documents, after the closing date and time will not be accepted and where applicable, be returned unopened to the bidder.

7.12 FRONTING

- (a) SANAS supports the spirit of broad based black economic empowerment (B-BBEE), and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. It is therefore against this background SANAS condemns any form of fronting.
- (b) Should you be suspected to be fronting, you will be disqualified. SANAS will consult specialist (s) for assistance in this regard.

7.13 RESPONSE FORMAT (SUBMISSION OF PROPOSAL)

- a) Service providers shall submit their responses in accordance with the response format specified:

- b) The proposal must be submitted in the prescribed format. Standard bidding documents attached with terms of reference should be filled in (**not re-typed**).
- c) Tender document shall be submitted as one (1) hard copy (containing 2 envelopes / folders containing the original technical proposal and financial proposal) and one (1) USB stick containing all original proposals
- d) Service providers are required to use the two-envelope system, whereby the Technical proposal and the Financial proposal (**in the financial proposal includes the contract price**) be placed in two separate envelopes.
- e) Cover Page: (the cover page must clearly indicate the bid reference number, description and the service provider name)
- f) The bidder must specify the delivery timeframe in the proposal
- g) Appendices:

Company Profile

- h) **BID DOCUMENTS CHECKLIST AND DECLARATION:** The contents of the bid/tender document must be as follows, and numbered as per the numbering below, with each schedule punched, placed in a file and separated from the next schedule with a file divider. The original proposal and a USB containing an electronic copy **MUST** contain the same tender document including pricing.

Bidders hereby indemnify that the submission in the hard copy, USB includes all the documents listed below, please complete the checklist below to verify your submission of the relevant documents:

TECHNICAL PROPOSAL) – ENVELOPE 1			
Original proposal and electronic copy on a USB.			
SCHEDULES	DESCRIPTION		
Schedule 1	Bidding Documents as follows:	COMPULSORY	Submitted – Indicate YES or NO
❖	General Condition of Contracts (all pages initialed).	X	

❖ Original or Certified Copies of Company registration documents.	X	
❖ Certified ID Copies of Company Directors/ Partners / Trustees(whichever is applicable).	X	
❖ Share certificates	X	
❖ Registered on Central Suppliers database (CSD) of National Treasury. (For registration information, go to https://secure.csd.gov.za)	X	
❖ B-BBEE certificate / B-BBEE sworn affidavit	X	
❖ Tax compliant status report (with (PIN)	X	
Schedule 2 Fully completed and duly signed SBD forms	COMPULSORY	Submitted – Indicate YES or NO
❖ SBD 1 Invitation to Bid	X	
❖ SBD 4 Declaration of Interest.	X	
❖ SBD 6.1 Preference Points Claim Form.	X	
❖ SBD 7.2 Contract Form (to be completed in duplicate).	X	
❖ SBD 8 Declaration of Bidder's past supply chain management practices.	X	
❖ SBD 9 Independent Bid Determination Certification.	X	
Schedule 3 Technical Proposal/methodology (including all relevant information per evaluation matrix and scope of services, including but not limited to:	COMPULSORY	Submitted – Indicate YES or NO

❖ Bidders Company Profile.	X	
<p>❖ Bidder's Experience and Proven track record of similar work completed.</p> <p>Minimum of 3 Letter of reference dated in the last three (3) years for the provision of similar services and work as required by SANAS. The reference letter must be on an appropriate letterhead and signed off by client.</p> <p>The following information must be reflected on each letter.</p> <ul style="list-style-type: none"> - Name of client - Name & Surname representing client - Contact Number - Similar services rendered by bidder. 	X	
❖ The bidder must specify the delivery timeframe on the bid document.	X	
❖ Terms of references (all pages initialed)	X	
❖ Bidders to complete Annexure A	X	
(FINANCIAL PROPOSAL) – ENVELOPE 2		
Original proposal and a disk containing an electronic copy on a USB / CD.		
Schedule 7 Financial proposal	COMPULSORY	Submitted – Indicate YES or NO
SBD 3.3 Pricing Schedule including proposed total cost of the project, as per Annexure B and C.	X	

8. DISCLAIMER

SANAS reserves the right not to appoint a service provider. SANAS reserves the right to:

- Award the contract or any part thereof to one or more service providers.
- Reject all bids.
- Decline to consider any bids that do not conform to any aspect of the bidding process.
- Request further information from any service provider after the closing date, for clarity purposes.
- Cancel this bid or any part thereof at any time.

9. ENQUIRIES

All communication and attempts to solicit information of any kind relative to this Request for Proposal (RFP) should be channeled in writing to:

Name: Zanele Ngwenya
Telephone Number: Office: 012 740 8535
Email address: ZaneleN@sanas.co.za

I, the undersigned (full name)

.....
Certify that over and above the table above, the information provided is true and correct, and understood the above document in full.

SIGNATURE

Date

Annexure A - SCOPE OF SERVICES REQUIRED

The below table needs to be included in the proposal and the description column must be filled in to qualify for the allocated points

Please fill the description in digitally for readability

IT management Tool / Application	Points Allocation	Functionality Brief Description
Service Desk		
<p>Ticket Management following ITIL-compliant workflows and processes</p> <ul style="list-style-type: none"> o Call escalations - 1 point o Call categorization - 1 point o Knowledge base - 1 point o Customer satisfaction survey after closing a call - 1 point o Log calls anytime and on demand both within or outside of the organisation, therefore, the help desk should be public facing - 1 point o Sending email to log ticket without having to log into the helpdesk itself - 1 point o Dashboards and Analytics for KPI tracking and measurement in real time visibility - 1 point o Remote Account management - 1 point <p style="text-align: center;">1 point for each of the above</p>	8	
<p>Create multiple instances of service desk to manage service delivery across various business functions eg HR, legal, marketing, SCM and finance from a single platform</p>	3	

	3	
Incident, request and problem Management		
	3	
Change Management		
	3	
Service Catalogue		
	2	
SLA Management		
TOTAL	22	

Desktop & Mobile Device Management system		
IT asset management <ul style="list-style-type: none"> o Device History / Management - 1 Point o Monitoring and management of Software licences and Usage - 1 point o USB Device management - 1 point o Configuration, tracking, and monitoring of devices - 1 point o Securing corporate devices (Remote lock and wipe, and geolocation) - 1 point <p style="text-align: center;">1 point for each of the above</p>	5	
Software Management <ul style="list-style-type: none"> o Software deployment management - 2 points o Patch management & version control management. Application to keep our user devices and software up to date with the latest patches and updates. - 2 points <p style="text-align: center;">2 points for each of the above</p>	4	
Secure Remote access application to support and assist users, Application / software to securely assistance and support of users remotely	4	
Single sign on for all apps	1	
Deploy customised pop-up messages upon user logging onto SANAS network, an application is required for IT Bulk / direct messages to users for communication purposes	1	
TOTAL	15	
Active Directory Audit and user management system		

<p>SANAS requires a Web Based Self Service application to assist users with:</p> <ul style="list-style-type: none"> o Remote Password Management - 2 points o Remote Account management - 2 points <p style="text-align: center;">2 point for each of the above</p>	4	
<p>Monitor and audit group memberships and access rights to file servers and folders</p>	3	
<p>Tracking of deactivated and logged out users</p>	3	
<p>Availability and overall health check of the AD servers</p>	2	

Dashboards and Analytics for KPI tracking and measurement in real time visibility	2	
Audit GPO changes	1	
TOTAL	15	
Event and incident Logger		

	4	
Capturing Events and incident logs (Complaint with Best Practice, ISO/IEC 27001 and NIST)		
	2	
Reporting and Business intelligence capabilities, ie extract information for analysis and or standard reports / dashboards		
	2	
Capable integrating alerts from other systems such service desk, Microsoft Active Directory (AD), etc		
TOTAL	8	
Total	60	

Annexure B - Pricing

a. Once off implementation Costs VAT inclusive (A)

Once off implementation Costs VAT inclusive (A)	
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b. Module Costs VAT inclusive (B)

Service required	Once off Cost VAT Inclusive (i)	Monthly Maintenance and support including Software assurance VAT Inclusive (ii)
Integrated Desktop & Mobile Device Management system		
Help Desk		
Active directory management tool		
Event & incident Logger		
Total Monthly VAT inclusive		
Total year 1 Vat inclusive ((i)+ (ii)) * 12		
Total year 2 Vat inclusive		
Total year 3 Vat inclusive		
Total (year 1 + year 2 + year 3) Vat inclusive		

Total Contract Bid Value

Total Once off implementation Costs VAT inclusive (A) + Total Modules Costs VAT inclusive (B)	
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c. Ad Hoc services (C)

NB: Any further enhancements will be done on a quote-to-quote basis, therefore, please specify the hourly rate so that when we do need a quote will know what the rate per hour will be

	Adhoc Hourly rate Vat inclusive
Year 1 - Hourly rate VAT Inclusive for adhoc of further setup, development / enhancements as well the maintenance thereof	
Year 2 - Hourly rate VAT Inclusive for adhoc of further setup, development / enhancements as well the maintenance thereof	
Year 3 - Hourly rate VAT Inclusive for adhoc of further setup, development / enhancements as well the maintenance thereof	
Year 1 - Travel Costs per Km VAT inclusive	
Year 2 - Travel Costs per Km VAT inclusive	
Year 3 - Travel Costs per Km VAT inclusive	

Please note the above rates will be applicable to the contract as and when required. Therefore, is by no means a commitment by SANAS and the number of hours that will be required will depend on SANAS requirements at any point in time during the contract period

Please include all the above tables in your proposals

Name of Bidder.....

SBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SANAS/ITTOOLS AND HELPDESK/2021-22/03	CLOSING DATE:	25 FEBRUARY 2022	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SUPPORT & MAINTENANCE AND ADHOC SERVICES OF IT MANAGEMENT APPLICATIONS FOR 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
LIBERTAS OFFICE PARK					
305 Highway Street, Cnr Libertas and Highway Streets					
Equestria					
0184					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
[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 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]		
3 SIGNATURE OF BIDDER	.....	4 DATE			
5 CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
6 TOTAL NUMBER OF ITEMS OFFERED		7 TOTAL BID PRICE (ALL INCLUSIVE)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	PROCUREMENT	CONTACT PERSON	RAESIBE MAKGATI		
CONTACT PERSON	RAESIBE MAKGATI	TELEPHONE NUMBER	012 740 8535		
TELEPHONE NUMBER	012 740 8535	FACSIMILE NUMBER			
FACSIMILE NUMBER		E-MAIL ADDRESS	Raesibem@sanas.co.za		

**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 ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	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 LEGISLATION OR 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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Company: SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM
Contact Person: Zanele Ngwenya
Tel: (012) 740 8535
E-mail address: zanelen@sanas.co.za

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	-----	.....	..... R.....
	-----	.....	..... R.....
	-----	.....	..... R.....
	-----	.....	..... R.....
		TOTAL: R.....	

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

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

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

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

Any enquiries regarding bidding procedures may be directed to the –
 SANAS, Libertas Office Park,

305 Highway Street (Cnr Libertas and Highway Streets),
 Equestria, 0184

Tel: 012 740 8535

Email: zanelen@sanas.co.za

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes 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, shareholder²):

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.

¹"State" means –

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

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

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

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 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 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**

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

3.1.1.1

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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price 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 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

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

i) 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 least 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

Name of
 company/firm:.....
 VAT registration
 number:.....
 Company registration
 number:.....

8.1 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.2 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.3 COMPANY CLASSIFICATION

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

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

8.5 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

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2.	.....
DATE:	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

1 **DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 2 This Standard Bidding Document must form part of all bids invited.
- 3 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.
- 4 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- abused the institution's supply chain management system;
 - committed fraud or any other improper conduct in relation to such system; or
 - failed to perform on any previous contract.
- 5 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

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

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
 TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

**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

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature	Date
.....
Position	Name of Bidder

General Conditions of Contract

1. Definitions

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

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping and
countervailing
duties and rights**

24.1 When, after the date of bid, provisional payments are required, or 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,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

34 Prohibition of Restrictive practices

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

34.1 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.

3.4.3 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.