



**JOE GQABI ECONOMIC DEVELOPMENT AGENCY**  
 27 Dan Pienaar Avenue, Springs, Aliwal North, 9750  
 Telephone 051 023 0600  
 Vision led and output driven

**PROVISION OF MANAGED ICT SERVICES FOR A PERIOD OF 3 YEARS**

**BID NUMBER: JoGEDA/SCM/07/2025/26**

<b>Bid Description</b>	Provision of Managed ICT Services for a Period of 3 Years
<b>Bid Number</b>	JoGEDA/SCM/07/2025/26
<b>Name of Bidder</b>	
<b>Trading name</b>	
<b>Tax Number</b>	
<b>SARS Pin</b>	
<b>VAT number</b>	
<b>Briefing session details</b>	No
<b>CSD Registration Number</b>	
<b>Closing Date</b>	15 May 2026
<b>Closing Time</b>	11H00
<b>Bid Validity Period</b>	120 Days
<b>Tender Box Address</b>	JoGEDA; No. 27 Dan Pienaar Avenue; Springs; Aliwal North; 9750

- The MBD 1 and all other application forms attached as Part 5 must be completed and signed in the original that is ink.
- Forms with photocopied signatures or other such reproduction of signatures will be rejected.
- Bids by telegram facsimile or other similar apparatus will not be acceptable for consideration

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**PART 1**

**PART A**

**MBD1**

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)**

BID NUMBER:	JoGEDA/SCM/07/2025/26	CLOSING DATE:	15 May 2026	CLOSING TIME:	11H00
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DESCRIPTION: PROVISION OF MANAGED ICT SERVICES FOR A PERIOD OF 3 YEARS

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

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

**JOE GQABI ECONOMIC DEVELOPMENT AGENCY**

**27 Dan Pienaar Avenue**

**Aliwal North**

**9750**

**SUPPLIER INFORMATION**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER	CODE	NUMBER
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CELLPHONE NUMBER

FACSIMILE NUMBER	CODE	NUMBER
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E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:
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TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE	<b>R</b>
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SIGNATURE OF BIDDER	DATE
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CAPACITY UNDER WHICH THIS BID IS SIGNED

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>	<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>
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DEPARTMENT	SCM UNIT	CONTACT PERSON
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CONTACT PERSON	S. Mgozoza	TELEPHONE NUMBER
----------------	------------	------------------

TELEPHONE NUMBER	051 023 0600	FACSIMILE NUMBER
------------------	--------------	------------------

FACSIMILE NUMBER	N/A	E-MAIL ADDRESS
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E-MAIL ADDRESS	<a href="mailto:scmjogeda@jogeda.co.za">scmjogeda@jogeda.co.za</a>
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**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE 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 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

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

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....  
CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
DATE: .....

## **PART 2**

### **CONDITIONS OF BID**

#### **1. BACKGROUND**

- The Joe Gqabi Economic Development Agency (JoGEDA) is an entity assigned the responsibility of identifying, assessing, consolidating, facilitating and promoting economic development and investment projects for and on behalf of the entire Joe Gqabi District.

#### **2. OFFER AND SPECIAL CONDITIONS**

- Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (MBD1) and requisite bid forms attached as (Part 5) with its bid. Bidders must take careful note of the special conditions.
- All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed and signed where required (failure to submit complete document will lead to disqualification).
- In the event that any form or certificate provided in Part 5 of this document to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided
- Failure to complete any part of this document will render the submission invalid and will be disqualified.

#### **3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BID**

- Bids must be delivered/ couriered to **No. 27 Dan Pienaar, Springs, Aliwal North, 9750** to the bid box on or before **15 May 2026 at 11H00**.
- No faxed/mailed submissions will be accepted, only delivered /couriered submission will be accepted.
- Late submissions will be disqualified.

#### **4. ENQUIRIES**

- Only written queries will be replied to for record purposes, on or before the **11 May 2026** so all queries to be emailed to the Supply Chain Management Unit at: [scmjogeda@jogeda.co.za](mailto:scmjogeda@jogeda.co.za).
- JoGEDA will endeavor to inform bidders of the progress until the conclusion of the tender and all raised queries shall be responded to within three (3) days.

## **5. DECLARATION OF INTEREST**

- The bidder should submit a duly completed and signed declaration of interest (MBD 4) together with the bid.
- The declaration of interest is attached as an Annexure on PART 5 of this document

## **6. DECLARATION OF BIDDER'S PAST SCM PRACTICES**

- The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices (MBD 8) is attached as an Annexure on PART 5 of this document.

## **7. PREFERENTIAL POINTS CLAIM FORM IN TERMS OF THE PPR OF 2022.**

- The bidder must complete the preferential points claim form (MBD 6) and sign accordingly to submit with the bid. The preferential points claim form is attached as an Annexure on PART 5 of this document.

## **8. CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- The bidder must complete the certificate of independent bid determination and sign accordingly to submit with the bid. The certificate of independent bid determination (MBD 9) is attached as an Annexure on PART 5 of this document.

## **9. PARTNERSHIPS AND LEGAL ENTITIES**

- In the case of the bidder being a partnership, all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid.

## **10. OBTAINING BID DOCUMENTS**

- Bid documents will only be available on the JoGEDA website [www.jogeda.co.za](http://www.jogeda.co.za), newspaper and e-Tender portal at [www.etenders.gov.za](http://www.etenders.gov.za)

## **11. ACCEPTANCE OF BIDS**

- The JoGEDA does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the municipal entity.

## **12. VALIDITY**

- Bid documentation submitted by the bidder will be valid and open for acceptance for a period of (90) calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

### **13. CONSORTIUM**

- It is recognized that bidders may wish to form consortia to provide the Services.
- A bid in response to this invitation to bid by a consortium shall comply with the following requirements: -
- It shall be signed so as to be legally binding on all consortium members;
- One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
- The lead member shall be the only authorized party to make legal statements, communicate with the JoGEDA and receive instructions for and on behalf of any and all the members of the consortium;
- A copy of the agreement entered into by the consortium members shall be submitted with the bid.
- The lead member must comply with all the requirements of the bid.
- Preference points will be only awarded when a consolidated BBBEE Certificate is submitted

### **14. JOINT VENTURE**

- It is recognized that bidders may wish to form a Joint Venture to provide the Services.
- A bid in response to this invitation to bid by a Joint Venture shall comply with the following requirements: -
- It shall be signed so as to be legally binding on all Joint Venture members;
- One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the Joint Venture members;
- The lead member shall be the only authorized party to make legal statements, communicate with the JoGEDA and receive instructions for and on behalf of any and all the members of the Joint Venture;
- A copy of the agreement entered into by the Joint Venture members shall be submitted with the bid.
- The lead member must comply with all the requirements of the bid.
- Preference points will be only awarded when a consolidated BBBEE Certificate is submitted.

### **15. NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY**

- The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a “need to know” basis with the approval of the JoGEDA. In the event that the bidder is appointed pursuant to this invitation

to bid such bidder may be subject to security clearance prior to commencement of the Services.

## **16. NO RIGHTS OR CLAIMS**

- Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the JoGEDA. The JoGEDA reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.
- The JoGEDA, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

## **17. ACCURACY OF INFORMATION**

- The information contained in the invitation to bid has been prepared in good faith. The JoGEDA nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

## **18. COMPETITION**

- Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- In general, the attention of bidders is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation, they are encouraged to discuss their position with the competition authorities before submitting a response.
- Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

## **19. RESERVATION OF RIGHTS**

- Without limitation to any other rights of the JoGEDA (whether otherwise reserved in this invitation to bid or under law), the JoGEDA expressly reserves the right to: -
- Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- Reject all responses submitted by bidders and to embark on a new bid process;
- The municipal entity may request the shortlisted bidders to present their proposals to the Bid Committee;
- To verify information provided for references to claim points;
- To disqualify any tender/bidder who misrepresented information to claim point.

**NB ONLY JoGEDA conditions provided in this document will be applicable; no bidders' conditions will be considered/accepted)**

### **PART 3**

#### **SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**

- The Joe Gqabi Economic Development Agency Supply Chain Management Policy as well as the following conditions shall apply:
- Canvassing of JoGEDA staff will automatically disqualify any tender.
- The tender must be bound and include own documents and all SCM documents and the tender advertisement.
- A Tax Compliance Status (TCS) Pin to be provided on cover page or the tender will not be considered.
- Central Supplier Database (CSD) registration number to be provided on cover page. On appointment, the bidders CSD and professional registration must be valid.
- CIDB (CRS) registration number to be provided on cover page.
- The municipal rates and taxes or municipal charges owed by the preferred bidder, to the municipality or to any other municipality, must not be in arrears for more than three months. Proof must be submitted in the form of a recent municipal account or letter of good standing from the local municipality. If a municipal account is not available, a copy of the lease contract with a confirmation letter from the owner of the property that confirms in writing that the rental is paid up to date, or a letter from Revenue Office of your Local Municipality which states that a Bidder does not pay rates and taxes and must indicate Bidders name, CIPC No. and address. Documentation for both companies is required, in case of a JV.
- No faxed documents will be accepted. It is the responsibility of the Bidder to ensure that tenders sent via courier is placed in the Tender Box before the advertised closing date and time.
- An original B-BBEE Verification Certificate or certified copy must be submitted with the bid.
- The successful Bidder will be requested in certain circumstances to enter into a Service Level Agreement.
- Bids which are late, incomplete and unsigned will not be accepted including couriered documents.
- Bids to be completed in ink.
- JoGEDA reserves the right to request minor documents from responsive bidders which will not have an impact on the final award of the tender.
- The JoGEDA reserves the right to withdraw this tender at any time, without prior notice and without liability to compensate and/or reimburse any party.



**JOE GQABI ECONOMIC DEVELOPMENT AGENCY**  
27 Dan Pienaar Avenue, Springs, Aliwal North, 9750  
Telephone 051 023 0600  
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**INVITATION**

**PROVISION OF MANAGED ICT SERVICES FOR A PERIOD OF 3 YEARS BID NUMBER: JoGEDA/SCM/03/2025/26**

The Joe Gqabi Economic Development Agency (JoGEDA) is an entity assigned the responsibility of identifying, assessing, consolidating, facilitating, and promoting economic development and investment projects for and on behalf of the entire Joe Gqabi District.

The JoGEDA seeks to solicit proposals from potential bidder(s) for the provision of managed ICT services for a period of 3 years. Joe Gqabi Economic Development Agency will enter into a direct formal contract with an appropriately qualified, competent and experienced ICT Service Provider that will carry out the services described hereunder.

Tender documents should be downloaded from the JoGEDA's website: [www.jogeda.co.za](http://www.jogeda.co.za) and **National Treasury's e-Tenders**. Fully completed tender documents must be placed in a closed envelope and be deposited in the tender box of JoGEDA at No. 27 Dan Pienaar Avenue, Aliwal North not later than **15 May 2026 at 11h00**. The envelope must be endorsed clearly with the number, title and closing date of the tender as above.

The bids will be evaluated on the basis of the Preferential Procurement Policy Framework Act (Act No.5, 2000) using 80/20 rule, and the regulations pertaining thereto (2022), as well as the JoGEDA Supply Chain Management Policy. For further Supply Chain Management Unit related enquiries contact SCM at [scmjogeda@jogeda.co.za](mailto:scmjogeda@jogeda.co.za) no later than **11 May 2026**.

Bid conditions are detailed in the bid document. Failure to comply with the bid conditions will invalidate your bid. The entity reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept part of it. The entity does not bind itself to accept the lowest bid or to award a contract to the bidder scoring the highest number of points. CONDITIONS OF BID NB ONLY JoGEDA conditions provided in this document will be applicable no bidders' conditions will be considered/accepted)

**Dr V. Marambana**

**CHIEF XECUTIVE OFFICER**

## **PART 4**

### **TERMS OF REFERENCE:**

#### **1. PURPOSE**

- JoGEDA intends to appoint a managed ICT services provider for a period of three (3) years to ensure the availability, reliability, and security of ICT systems that support the Agency's operations.

#### **2. BRIEF BACKGROUND ABOUT THE PROJECT**

- JoGEDA is a state-owned company (SOC) wholly owned by the Joe Gqabi District Municipality. Its mandate is to enable, facilitate, and manage local economic development programmes in the district.
- To strengthen operations, JoGEDA intends to outsource ICT services, including scheduled support and ad-hoc emergency services, under a managed services arrangement.

#### **3. SCOPE OF ICT INFRASTRUCTURE MANAGED SERVICES**

##### **3.1 Server Room & Infrastructure Management**

- Server hardware and software support and maintenance.
- Systems monitoring, housekeeping, and capacity planning.
- Backup and recovery solutions.
- Business continuity and disaster recovery planning, including testing.

##### **3.2 Network Management**

- LAN, WAN, and Wireless/Wi-Fi infrastructure support.
- Firewall, router, and switch configuration and monitoring.
- Network security management, including VPN and remote access.
- Installations, upgrades, and network performance optimisation.
- Redundant connectivity management (primary fiber + secondary failover link).
- Router and firewall configuration, DHCP, DNS integration with JGDM.
- VPN management to support secure communications.

##### **3.3 Desktop & End-User Support**

- On-site and remote desktop support (hardware/software).
- Standardised desktop images and security controls.
- Patch management and endpoint protection.
- User account and access control management.
- Installation, Move, Addition, and Change requests.

##### **3.4 Telephony & Unified Communications**

- Support, integration, and optimisation of JoGEDA's IP Telephony system.
- Migration strategy from legacy PABX to unified communications platform.
- Mobile device synchronisation where required.

### **3.5 Corporate Messaging & Collaboration**

- Email hosting, maintenance, and mobile synchronization.
- Compliance with SPF, DKIM, DMARC, and archiving requirements.
- Support for Microsoft 365 (Exchange Online, Teams, SharePoint, OneDrive).

### **3.6 ICT Governance & Compliance**

- Alignment with ITIL, COBIT, ISO 27001, and DPSA ICT governance requirements.
- IT Strategic Planning and Risk Register management.
- Compliance with POPIA and Cybercrimes Act, 2020.
- Support for internal and external ICT audits.
- Offsite and cloud backup solutions
- Regular DR testing with RTO and RPO targets.
- Documented recovery procedures.

### **3.7 Website Hosting & Management**

- Hosting, backup, and security of JoGEDA's website.
- Content Management System (CMS) support and staff training.
- Performance monitoring and analytics.

### **3.8 Capacity Building**

- ICT user awareness and training programmes.
- Skills transfer to JoGEDA staff.
- ICT asset register management and lifecycle tracking.

## **4. OUT OF SCOPE SERVICES**

- Printing services (separately contracted).
- Procurement of hardware and software (JoGEDA-managed).
- Replacement of end-of-life equipment (service provider to recommend only).

## **5. EXPECTED OUTCOMES**

- A secure, reliable, and optimized ICT environment.
- Business continuity with minimal downtime.
- Up-to-date IT risk profile and compliance with Auditor General standards.
- Improved user experience and ICT support efficiency.
- Strategic ICT advice for continuous improvement.

## **6. SERVICE PROVIDER REQUIREMENTS**

- Proven experience with managed ICT services for public entities/medium to large organizations.
- Certified staff (Microsoft, Cisco, ITIL, cybersecurity).
- 24/7 technical support with dedicated helpdesk.
- Demonstrated ICT governance, DRP, and IT audit expertise.

## **7. SUBMISSION REQUIREMENTS**

- Company Profile and track record.
- Detailed Methodology/Process (approach, methodology, SLAs).
- CVs and certifications of key staff.
- Pricing Schedule (monthly managed service fee + ad-hoc rates).
- SCM and compliance & Statutory documents.

### **BIDDERS TO NOTE:**

**JOGEDA retains the right to cancel the procurement, if deemed appropriate for whatever reason, without interacting in any discussion with Bidders.**

## **8. COMPLIANCE WITH SPECIFICATION AND STATUTORY**

- All work should be of good quality and must comply in all respects with the terms of reference requirements. (POPIA Act, Cyber security)

## **9. PRICING SCHEDULE**

- Bidders must fill-in the comprehensive pricing schedule.
- Pricing must include all applicable taxes, support costs, travel, and escalation (CPI-based).

## **10. OBTAINING BID DOCUMENTS**

- Bid documents will only be advertised on e-tender, newspaper and JoGEDA's website.

## **11. LATE BIDS**

- Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).
- All dates and times in this bid are South African standard time. Any time or date in this bid is subject to change at JoGEDA's discretion. The establishment of a time or date in this bid does not create an obligation on the part of JoGEDA to take any action or create any right in any way for any bidder to demand that any action be taken on the date established.
- The bidder accepts that, if JoGEDA extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline

## **12. AWARDING OF BID**

- The bid will be awarded to the bidder who scored the highest total number of points as prescribed in the PPPFA, SCM Policy, and Preferential Procurement Regulations of 2022.
- In exceptional cases the bid may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. Reasons for such decision must be approved and recorded for audit

purposes and must be justifiable in the court of law (as prescribed on the Preferential Procurement Regulations 2022).

### **13. RESPONSE FORMAT**

- The proposals must be submitted in the prescribed format. Standard bidding documents attached with terms of reference should be filled in (not re- typed).
- Service providers are required to submit all the above in one envelope if submission is via courier services.
- Cover Page: (the cover page must clearly indicate the bid reference number, description and the service provider name)
- The documents below must be completed and submitted with the bid (Failure to comply with this requirement will result in your bid being disqualified).
- The use of Tipex is prohibited.

### **14. PRESENTATION / DEMONSTRATION/ BRIEFING SESSION**

- There will be no briefing session to be held.

### **15. REPORTING**

- Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the agency the contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

### **16. TIMEFRAME**

- The project commences upon date of signing of the Service Level Agreement (SLA) between JoGEDA and the service provider.

### **17. COUNTER CONDITIONS**

- Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

### **18. ENQUIRIES**

- Enquiries may be directed to: SCM officer - Asset and Supply Chain Management. Only written queries will be replied to for record purposes, so all queries to be forwarded to email: [scmjogeda@jogeda.co.za](mailto:scmjogeda@jogeda.co.za)
- Questions relating to bid from bidder(s) Service providers are encouraged to submit written queries, on a company letterhead (via email).
- Queries received after **11 May 2026** shall not be responded to.

The enquiries will be consolidated and JoGEDA will respond within 3 days after the last day of enquiries. JoGEDA will endeavor to inform bidders of the progress until conclusion of the tender.

## **19. DUE DILIGENCE**

- JoGEDA reserves the right to conduct due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

## **20. PRICING SCHEDULE**

- Failure to complete the Pricing Schedule provided under **MBD – 3.3.** in full will result in disqualification.

## **21. EVALUATION CRITERIA**

- The Bids will be evaluated on the basis on the Preferential Procurement Policy Framework Act (Act No.5, 2000), and the regulations pertaining thereto (2022), as well as the Joe Gqabi Economic Development Agency's (JoGEDA) Supply Chain Management Policy and 80/20 preference point system will be used.
- All bids that comply with the pre-qualification requirements will be evaluated further for functionality as per score card of the bid.
- Bids that score less than 60 out of 100 points on functionality will be considered as non-responsive and will be disqualified.
- Only those bidders that pass the minimum threshold of 60 points will be evaluated further on the 80/20 price and preference points system as prescribed in the PPPFA and bid that achieve the highest score will be recommended.

## 21.1 Mandatory Requirement/ Pre-Qualification

No.	Item/description	Yes/No
1	POPIA Compliance	
2	Invitation to Bid (MBD 1)	
3	Tax Clearance Certificate (SARS PIN) (MBD 2)	
4.	Declaration of Interest (MBD 4)	
5	Preference Points Claim Forms (MBD 6.1)	
6.	Past Supply Chain Practices (MBD 8)	
7.	Certificate of Independent Bid Declaration (MBD 9)	
8.	Certified Microsoft Partner (Certified copies of certificates)	
9.	Cisco (Certified copies of certificates)	
9.	*Authority to sign a bid	
10.	*General Condition of Contracts	
11.	*Terms of references	
12.	*Certified copy of BEE Certificate or affidavit	
13.	Company Registration documents & Directors ID documents	
14.	JV or Consortium Agreement where applicable must be attached	
15.	<p>For proof of Address please bring <b>one</b> of the following:</p> <ul style="list-style-type: none"> <li>- Municipal account not later than 90 days;</li> <li>- Municipal Clearance certificate</li> <li>- Lease agreement and sworn affidavit confirming lease agreement</li> <li>- Proof of address from the councilor or municipality and sworn affidavit for village residents only.</li> </ul>	
16.	<p>The Service Provider must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a> to obtain your vendor number. Submit proof of registration.</p>	

**21.2 Functionality requirements for bid scoring**

- The minimum qualifying score for functionality will be 60 out of 100, and bids that fail to achieve the minimum qualifying score will be disqualified.
- A bid will not be disqualified from the bidding process if the bidder does not submit the necessary documents substantiating specific goals.
- Detailed functionality criteria are summarized below:
  - (a) Company experience (50 points)
  - (b) Professional team expertise (40 points)
  - (c) Process / methodology (10 points)

**NB: The bidder must obtain the minimum points required in each criterion tabled below, failure to do so the bid will be declared non-responsive.**

RESPONSIVE CRITERIA DESCRIPTION	EVIDENCE	SCORE (Max)	SCORE (Min)
<p><b>Experience of the business entity:</b>            The company has worked IT support projects for public entities, government departments, etc. in the last 5 years            Points will be allocated based on successfully completed projects upon provision of proof documents relevant to service/discipline applied for by the bidder:</p> <ul style="list-style-type: none"> <li>• 5 completed relevant projects = 50 points</li> <li>• 4 completed relevant projects = 40 points</li> <li>• 3 completed relevant projects = 30 points</li> <li>• 2 completed relevant projects = 20 points</li> <li>• 1 completed relevant project = 10 points</li> <li>• 0 completed relevant project = 0 points</li> </ul> <p><b>(Refer to Annexure F)</b></p>	<p>(a) Signed appointment letters and            (b) Reference form that are company stamped and signed by client or            (c) Reference letters that are company stamped and signed by client</p>	<b>50 Points</b>	<b>30 points</b>
<p><b>Expertise of entity resources:</b>            Points will be allocated based on the submission of senior system engineer cv &amp; qualification as well as the cv of the technician.  <b>(Refer to Annexure H)</b></p>		<b>40 Points</b>	<b>20 Points</b>
<p>(a) Experience of the <b>Senior System Engineer</b> in IT support, network or systems management:</p> <p>&gt;10 years = 15 points            6-10 years = 10 points            1-5 years = 5 points            0= no points</p>	<p>(a) A 3–5-page CV of the indicating the number of years of experience and confirming that they are employed by the bidder.</p>	15 Points	10 Points

RESPONSIVE CRITERIA DESCRIPTION	EVIDENCE	SCORE (Max)	SCORE (Min)
<p>(b) Qualification/certification of the team member (senior system engineer &amp; technician) to be assigned to the agency:</p> <p>Points will be allocated to <b>each</b> team member in accordance with their respective qualifications.</p> <ul style="list-style-type: none"> <li>• Degree = 7.5 points</li> <li>• National diploma = 6 points</li> <li>• Team member has a A+ and / N+ certification =4.5 points</li> <li>• Team member has a CCNA / CCNP =3 points</li> <li>• Team member has IT security = 2.5 points</li> <li>• No qualification=No points</li> </ul> <p><b>NB: The highest qualification will be considered.</b></p>	<p>(a) 3 months certified proof of qualifications for both senior engineer &amp; technician.</p>	<p>15 Points</p>	<p>5 Points</p>
<p>(c) Experience of the <b>Technician</b> in IT support, network or systems management:</p> <p>&gt; 3 years = 10 points  1-3 years= 5 points  0= no points  (Refer o Annexure F)</p>	<p>(a)A 3 – 5 -page CV of the <b>Technician</b> indicating the number of years of experience and confirming that they are employed by the bidder.</p>	<p>10 Points</p>	<p>5 Points</p>
<p><b>Methodology/Process:</b></p> <p>The bidders to prepare a methodology under the following headings. The methodology to clearly indicate how the bidder intends managing the activities and requirements listed below:</p> <ol style="list-style-type: none"> <li>1. Work Plan / Implementation Plan – A comprehensive project schedule and implementation plan indicating project timelines= 2 Points</li> <li>2. Management Plan – A detailed methodological approach describing how the services outlined in the Scope of Works (Item 3) will be managed =2 Points</li> <li>3. Resource Planning and Management – An approach detailing how resources will be allocated, utilized, and managed throughout the contract period =2 Point</li> <li>4. Risk Mitigation Plan – An approach outlining how potential risks will be identified, managed, and mitigated during project execution =2 Points</li> <li>5. Handover Plan – A project plan describing the handover process at the end of the contract, including the proposed interaction and coordination with JoGEDA =2 Points</li> </ol> <p><b>(Refer to Annexure I)</b></p>	<p><b>(a) Methodology</b></p>	<p><b>10 Points</b></p>	<p><b>10 Points</b></p>
<p><b>+9*TOTAL MAXIMUM NUMBER OF POINTS:</b></p>		<p><b>100 Points</b></p>	<p><b>60 Points</b></p>

### 21.3 Price and Specific Goals

- Only bids that achieved the minimum qualifying score on functionality will be evaluated further in accordance with the 80/20 preference points system. A bid will be not disqualified from the bidding process if the bidder does not submit all the necessary supporting documents, such a bidder will score zero (0) out of a maximum point allocated for each specific goal, however bidders are encouraged to submit all the requested documents.

CRITERIA		WEIGHT
PRICE EVALUATION SCORE		
1	Price score	80
SPECIFIC GOALS EVALUATION		
2.	Specific Goals Score	20
TOTAL		<b>100</b>

	<b>Specific goals score</b>	<b>20</b>
<b>The specific goals allocated points in terms of this tender</b>	<b>Required proof for specific goals claimed</b>	<b>Points Allocated</b>
Black owned enterprise (51% and above)	Detailed CSD report demonstrating ethnic group.	5
Enterprise located within the Joe Gqabi District Municipality area (10 points)	-Municipal account not later than 90 days; or	10
Enterprise located within the Eastern Cape (7 Points)	-Municipal Clearance certificate; or	
Enterprise located outside Eastern Cape (5 Points)	-a valid lease agreement and sworn affidavit confirming lease agreement; or	
	-proof of address and sworn affidavit from Councilor for village residents only	
Enterprise owned by majority women	Detailed CSD report / detailed B-BBEE certificate demonstrating black women ownership	2
Enterprise owned by majority youth	Detailed CSD report / detailed B-BBEE certificate demonstrating black youth ownership	2
Enterprise owned by majority disabled person(s)	Proof from Registered Medical Practitioner / SARS exemption (ITR-DD Form)/CSD detailed Report	1
	<b>Total Points for Specific Goals</b>	<b>20</b>

## Reporting & Response Time

Availability to start immediately and carry out the process will be preferable.

The service providers will act in close cooperation with the Agency. The service providers should provide regular progress reports to JoGEDA, at intervals agreed upon and when requested to do so. Service providers are requested to indicate in their submission what the expected response time will be. As a minimum JoGEDA requires that the following be the minimum acceptable norms for:

Telephonic request for travel and related services	: response time of 2 hours
Emailed request for travel and related services	: response time of 2 hours
Request to attend meeting	: response time of 2 days
After hours queries / travel support	: response time of 30 minutes
Remote support	: response time - immediately

## PROJECT DURATION, COSTS AND PAYMENT MILESTONES

The service provider will be appointed for a period of 36 months, with the first twelve (12 months) being a probationary period, after which the contract will be extended for the remaining 24 months.

The probationary period will allow for the service provider to acquaint itself with the agency's network, end users, as well as showcase its capabilities and level of perceived value – added to end users.

The successful bidder will submit their invoices to JoGEDA on a monthly basis, with copies of signed job-cards, and note that payments are done within 30 days from date of submission of the invoice.

The bidder is required to indicate, in the financial proposal (Price) offer, any conditions, qualifications or modifications which apply to the bid price. Prices must be stated both excluding and including VAT on the Pricing Schedule.

## CONFIDENTIALITY, COPYRIGHT & OWNERSHIP

The service provider acknowledges that any reports, proposals, etc submitted to JoGEDA during the contract period in reference remain the property of the JoGEDA.

**MBD 3.3**

**PRICING SCHEDULE**

(Professional services)

Name of Bidder:.....	Bid Number: .....
Closing Time: .....	Closing Date: .....
.....	

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

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.....

**Note:** All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

**Pricing schedule for the Managed ICT Services**

**NB: It is the responsibility of the bidder to consider the inflation rates over the period of (3) three years.**

Item	Description	Unit	Qty	Rate	Amount
<b>Section A: Transition Cost</b>					
Transition & Takeover	Initial takeover of systems, documentation, Offsite/cloud DR environment, POPIA, Cybersecurity, Risk Register setup	Sum	1		R
Sub-total Section A					<b>R</b>
<b>Section B: Monthly Cost</b>					
3.1 Server Room & Infrastructure Management	Maintenance, monitoring, backup, DRP	Month	36		R
3.2 Network Management	LAN/WAN/Wi-Fi, firewall, VPN, connectivity monitoring	Month	36		R
3.3 Desktop & End-User Support	Onsite & remote support, patching, endpoint protection	Month	36		R
3.4 Telephony & Unified Communications	IP telephony management, mobile integration	Month	36		R
3.5 Corporate Messaging & Collaboration	Exchange Online, Teams, OneDrive, archiving	Month	36		R
3.6 ICT Governance & Compliance	Risk management, IT policies, audits, POPIA	Month	36		R
3.7 Website Hosting & Maintenance	Security, CMS support, updates	Month	36		R
3.8 Capacity Building	Skills transfer, user training	Month	36		R
Sub-total Section B					<b>R</b>
<b>Section C: Ad-Hoc / On-Call Support</b>					
Technician (Standard Hours)	Desktop/Network/System support	hr	1		R
Technician (After Hours/Weekends)	Overtime support	hr	1		R
Senior Systems Engineer	Projects, escalations	hr	1		R
Sub-total Section C					<b>R</b>
<b>Contingencies - 15%</b>					
<b>Grand Total</b>					<b>R</b>
<b>VAT @15%</b>					<b>R</b>
<b>Total</b>					<b>R _____</b>

**PART 5**

**ANNEXURE A-R**

**FAILURE TO COMPLETE ALL RELEVANT FORMS WILL LEAD TO YOUR BID BEING REJECTED**

## **ANNEXURE A**

### **POPIA COMPLIANCE**

#### **CONSENT TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF INFORMATION ACT, 4 OF 2013 (POPIA), FOR STAKEHOLDERS EXTERNAL TO THE JOGEDA**

### **2. INTRODUCTION**

- The Protection of Personal Information Act, 4 of 2013, (POPIA) regulates and controls the collection, storage, use, transfer, and processing of a person's (in some instances a juristic person's) Personal Information. In terms of the POPI Act, the Joe Gqabi Economic Development Agency (JoGEDA) has a legal duty to process a person's Personal Information in a lawful, legitimate and responsible manner.
- The JoGEDA does and will from time-to-time process Personal Information. In terms of POPIA all persons, including any JoGEDA employee and/or partner who collects, manages, processes, transfers, stores and/or retains such Personal Information, whether held under a document, recording or in any other format, has a responsibility to process such information in accordance with the provisions under POPIA. In order to discharge this duty, the JoGEDA as the responsible party requires your express and informed permission to process your Personal Information for the purpose of procurement activities.

### **3. DEFINITIONS**

- Take note of the following definitions which will be used throughout this document, and which are used in the POPIA.
- "biometrics" means a technique of personal identification that is based on physical, physiological, or behavioral characterization including blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition;
- "child" means a natural person under the age of 18 years who is not legally competent, without the assistance of a competent person, to take any action or decision in respect of any matter concerning him-or herself;
- "competent person" means any person who is legally competent to consent to any action or decision being taken in respect of any matter concerning a child;
- "consent" means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of Personal Information;
- "data subject" means the person to whom Personal Information relates;
- "operator" means a person who processes Personal Information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party;
- "person" means a natural person or a juristic person

- **“Personal Information”** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to—
  - information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, color, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
    - a) information relating to the education or the medical, financial, criminal or employment history of the person;
    - b) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier, or other particular assignment to the person;
    - c) the biometric information of the person;
    - d) the personal opinions, views, or preferences of the person;
    - e) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
    - f) the views or opinions of another individual about the person; and
    - g) the name of the person if it appears with other Personal Information relating to the person or if the disclosure of the name itself would reveal information about the person.
  
- **“processing”** means any operation or activity or any set of operations, whether or not by automatic means, concerning personal Information, including—
  - a) the collection, receipt, recording, organization, collation, storage, updating or modification, retrieval, alteration, consultation or use;
  - b) dissemination by means of transmission, distribution or making available in any other form; or
  - c) merging, linking, as well as restriction, degradation, erasure or destruction of information;
  
- **“record”** means any recorded information—regardless of form or medium, including any of the following: information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored;
  - a) label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means;
  - b) book, map, plan, graph or drawing;
  - c) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced;
  - d) in the possession or under the control of a responsible party;
  - e) whether or not it was created by a responsible party; and
  - f) regardless of when it came into existence;

### **Examples of Personal Information include**

- A person's name and address (postal and email)
- Date of birth
- Statements of fact (factual statements)
- Any expression or opinion communicated about an individual
- Minutes of meetings, reports
- Emails, file notes, handwritten notes, sticky notes
- Photographs and virtual meeting and CCTV footage if an individual can be identified by the footage
- Employment and student applications
- Spreadsheets and/or databases with any list of people set up by code or student/staff
- Employment number
- Employment or education history
- Special Personal Information Includes:
  - Any information relating to an individual's:
    - Ethnicity
    - Gender
    - Religious or other beliefs
    - Political opinions
    - Membership of a trade union
    - Sexual orientation
    - Medical history
    - Offences committed or alleged to have been committed by that individual
    - Biometric details
    - Children's details

**"responsible party"** means a public or private body or any other person who, alone or in conjunction with others determines the purpose of and means for processing personal information.

## **4. PURPOSE FOR THE COLLECTION**

- 3.1** The purpose for the collection of your Personal Information and the reason why JoGEDA requires your Personal Information is to enable JoGEDA to:
- 3.1.1** comply with lawful obligations, including all applicable labour, tax and financial legislation and/or the B-BBEE laws;
  - 3.1.2** to give effect to a contractual relationship as between you and JoGEDA and in order to ensure the correct administration of the relationship;
  - 3.1.3** for operational reasons including the conducting of research;
  - 3.1.4** to protect the legitimate interests of JoGEDA, yourself or a third party;
- All Personal Information which you provide to JoGEDA will only be used for the purposes for which it is collected

## **5. CONSEQUENCES OF WITHOLDING CONSENT OR PERSONAL INFORMATION**

- 4.1 Should you refuse to provide JoGEDA with your Personal Information which is required by JOGEDA for the purposes indicated above, and the required consent to process the aforementioned Personal Information, then JoGEDA will be unable to engage with you or enter into an agreement or relationship with you.

## **6. STORAGE AND RETENTION AND DESTRUCTION OF INFORMATION**

- 5.1 All Personal Information which you provide to JoGEDA will be held and/or stored securely and held for the purpose for which it was collected, as reflected above.
- 5.2 Your Personal Information will be stored electronically in a centralised data base, which, for operational reasons, will be accessible to authorised persons within JoGEDA.
- 5.3 Where appropriate, some information may be retained in hard copy.
- 5.4 In either event, storage will be secure and audited regularly regarding the safety and the security of the information.
- 5.5 Once your Personal Information is no longer required due to the fact that the purpose for which the information was held has expired, such Personal Information will be safely and securely archived for a period of 5 years or longer, especially should this be required by any other law applicable in South Africa. Thereafter, all your Personal Information will be permanently destroyed.

## **7. ACCESS BY OTHERS**

- The JoGEDA may from time to time have to disclose your Personal Information to other parties, and entities regulators and/or governmental officials but such disclosure will always be subject to an agreement which will be concluded between JoGEDA and the party to whom it is disclosing your Personal Information, which contractually obliges the recipient of the Personal Information to comply with strict confidentiality and data security conditions.

## **8. RIGHT TO OBJECT**

- In terms of section 11(3) of POPIA you have the right to object in the prescribed manner to JoGEDA processing your Personal Information. On receipt of your objection JoGEDA will place a hold on any further processing until the cause of the objection has been resolved.

## **9. ACCURACY OF INFORMATION AND ONUS**

- POPIA requires that all your Personal Information and related details, as supplied are complete, accurate and up to date. Whilst JOGEDA will always use its best endeavors to ensure that your Personal Information is reliable, it will be your responsibility to advise JOGEDA of any changes to your Personal Information, as and when these may occur.

## **10. ACCESS TO THE INFORMATION BY THE DATA SUBJECT**

- You have the right at any time to ask the JoGEDA to provide you with the details of any of your Personal Information which the JoGEDA holds on your behalf; and the details as to what JoGEDA has done with that Personal Information, Provided that such request is made using the standard section 51 PAIA process, which procedure can be accessed by downloading and completing the standard request for information form, housed under section 51 of the PAIA Manuals which can be found on our website. –

## **11. COMPLAINTS**

- You have the right to address any complaints regarding the processing of your Personal Information to the JoGEDASCM Officer at [scmcontracts@jogeda.co.za](mailto:scmcontracts@jogeda.co.za) or you may approach to the Information

## **12. DECLARATION AND INFORMED CONSENT**

- I declare that all Personal Information supplied to JoGEDA is accurate, up to date, is not misleading and that it is complete in all respects. I undertake to immediately advise JoGEDA of any changes to my Personal Information should any of these details change. By providing JoGEDA with my Personal Information, I consent and give the JoGEDA permission to process and further process my Personal Information as and where required and acknowledge that I understand the purposes for which it is required and for which it will be used.

**Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**AUTHORITY TO SIGN THE BID**

**A. COMPANIES**

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

**AUTHORITY BY BOARD OF DIRECTORS**

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

(Name of Company)  
.....

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

SIGNED ON BEHALF COMPANY:.....(PRINTNAME).....

SIGNATURE OF SIGNATORY: ..... DATE: .....

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

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

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

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

SIGNATURE..... DATE.....

**C. PARTNERSHIP**

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

Full name of partner Residential address Signature .....  
.....  
.....  
We, the undersigned partners in the business trading as.....  
.....

hereby authorise .....to sign this BID as well as any contract  
resulting from the BID and any other documents and correspondence in connection with this BID and  
/or contract on behalf of

.....  
SIGNATURE SIGNATURE SIGNATURE  
.....  
DATE DATE DATE

**D. CLOSE CORPORATION**

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

..... 20..... at .....

Mr/Ms....., whose signature appears below, has been authorized  
to sign all documents in connection with this BID on behalf of (Name of Close  
Corporation)

.....  
.....

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

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

**SIGNATURE OF SIGNATORY:** ..... **DATE:**.....

**WITNESSES:** 1..... **DATE:** .....

**WITNESSES :** 2 ..... **DATE:**.....

**E. CO-OPERATIVE**

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

.....20.....

at..... Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this BID on behalf of (Name of cooperative)

.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

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

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

NAME IN BLOCK LETTERS.....

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

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

**F. JOINT VENTURE**

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

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

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

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

Mr/Mrs.....and Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this

BID on behalf of: (Name of Joint

Venture).....

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

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

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

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

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

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

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

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

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

**G. CONSORTIUM**

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

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20.....Mr/Mrs..... (whose signature appear below) have been duly authorised to sign all documents in connection with this BID on behalf of:

(Name of Consortium).....

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

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

**FAILURE TO COMPLY WITH THE FOLLOWING ABOVE MENTIONED INSTRUCTIONS MAY LEAD TO YOURPROPOSAL BEING REJECTED AUTHORITY TO SIGN A BID**

## ANNEXURE C

### GOVERNMENT PROCUREMENT

#### GENERAL CONDITIONS OF CONTRACT

##### NOTES

The purpose of this document

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

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

mean in the feminine and neuter.

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

## **TABLE OF CLAUSES**

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

## **General Conditions of Contract**

The following terms shall be interpreted as indicated:

### **1 Definitions**

- 1.1 "time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subservice providers) 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 about, 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 ancillaries 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 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 Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4 Standards**

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

## **5 Use of Contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 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 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
  - 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 Service Provider 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 is 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 analysed 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
- 9.3 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**

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

- 14.1 such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- 14.2 in the event of termination of production of the spare parts:
  - Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - 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 and 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 Increase/ Decrease of quantity**

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted if there is no escalation in price.

## **19 Contract Amendments**

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

## **20 Assignment**

20.1 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.

## **21 Subcontracts**

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

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

22.1 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.

22.2 If at any time during performance of the contract, the supplier or its subservice provider(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. 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.

22.3 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.

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

## **23 Penalties**

- 23.1 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.

## **24 Termination for default**

- 24.1 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:
- 24.2 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;
- 24.3 if the Supplier fails to perform any other obligation(s) under the contract; or
- 24.4 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.5 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.

## **25 Anti-dumping and countervailing duties and rights**

- 25.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the Service Provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Service Provider 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

## **26 Force Majeure**

- 26.1 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.
- 26.2 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
- 26.3 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.

## **27 Termination for insolvency**

- 27.1 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.

## **28 Settlement of Disputes**

- 28.1 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.
- 28.2 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.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 28.5 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.
- 28.6 Except in cases of criminal negligence or wilful 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.

### **33 Prohibition of Restrictive practices**

33.1 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).

33.2 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.

33.3 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.

**TAX CLEARANCE REQUIREMENTS**

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet this requirement bidders are required to complete in full the valid SARS PIN on the space provided on the cover page as it appears on the company's Tax Clearance Certificate documents **or**
2. The original Tax clearance Certificate with a valid SARS PIN must be submitted together with the bid. In bids where Consortia / Joint Venture / Sub- contractors are involved, each party must submit a separate Tax Clearance Certificate.

## **ANNEXURE E**

### **Company Registration documents & Directors ID documents**

Please attach a copy of the company registration documents & Directors ID documents.

**ANNEXURE F**

**COMPANY EXPERIENCE**

Please attach the following copies:

- The Bidder shall provide details of relevant experience on similar scale projects above implemented in the past 5 years. In support bidders are to complete the table below for project experience and attach thereto proof of completed work and Reference letters (Stamped by clients).

Criteria	Contract description	Value of Contract	Contract Period	Reference	
				Client	Contact person and number
The company has worked IT support projects for public entities / government departments, etc. in the last 5 years	1.				
	2.				
	3.				
	4.				
	5.				

**REFERENCE FORM - PROJECT 1**

<b>Project title:</b>	
<b>Bid/Quote no:</b>	

**NOTE: This returnable document must be completed by the person who was the principal agent on infrastructure projects that was completed successfully by the Bidder.**

I, \_\_\_\_\_ (name and surname) of \_\_\_\_\_ (company name) declare that I was the principal agent on the following building construction project successfully executed by \_\_\_\_\_ (name of Bidder):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor	Poor	Fair	Good	Excellent
	1	2	3	4	5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc					

B. Would you consider / recommend this Bidder again: 

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

C. Any other comments: \_\_\_\_\_

D. My contact details are: Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ -mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature of principal agent



\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Date

**REFERENCE FORM - PROJECT 2**

<b>Project title:</b>	
<b>Bid/Quote no:</b>	

**NOTE: This returnable document must be completed by the person who was the principal agent on infrastructure projects that was completed successfully by the Bidder.**

I, \_\_\_\_\_ (name and surname) of \_\_\_\_\_ (company name) declare that I was the principal agent on the following building construction project successfully executed by \_\_\_\_\_ (name of Bidder):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

B. Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor	Poor	Fair	Good	Excellent
	1	2	3	4	5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc					

B. Would you consider / recommend this Bidder again:

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

C. Any other comments:

\_\_\_\_\_

D. My contact details are: Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ -mail: \_\_\_\_\_

\_\_\_\_\_

Thus, signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

Signature of principal agent

<p><b>COMPANY STAMP</b></p>
-----------------------------

Signature of Bidder

Name of Bidder

Date

**REFERENCE FORM - PROJECT 3**

<b>Project title:</b>	
<b>Bid/Quote no:</b>	

**NOTE: This returnable document must be completed by the person who was the principal agent on infrastructure projects that was completed successfully by the Bidder.**

I, \_\_\_\_\_ (name and surname) of \_\_\_\_\_ (company name) declare that I was the principal agent on the following building construction project successfully executed by \_\_\_\_\_ (name of Bidder):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

C. Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor	Poor	Fair	Good	Excellent
	1	2	3	4	5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc					

B. Would you consider / recommend this Bidder again: 

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

C. Any other comments:

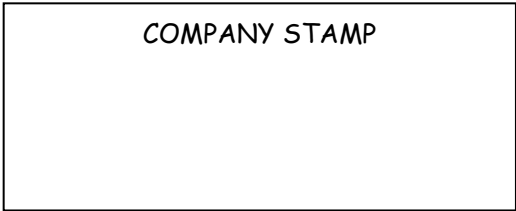
\_\_\_\_\_

D. My contact details are: Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ -mail: \_\_\_\_\_

\_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature of principal agent



\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Date

**REFERENCE FORM - PROJECT 4**

<b>Project title:</b>	
<b>Bid/Quote no:</b>	

**NOTE: This returnable document must be completed by the person who was the principal agent on infrastructure projects that was completed successfully by the Bidder.**

I, \_\_\_\_\_ (name and surname) of \_\_\_\_\_ (company name) declare that I was the principal agent on the following building construction project successfully executed by \_\_\_\_\_ (name of Bidder):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor	Poor	Fair	Good	Excellent
	1	2	3	4	5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc					

B. Would you consider / recommend this Bidder again: 

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

C. Any other comments:

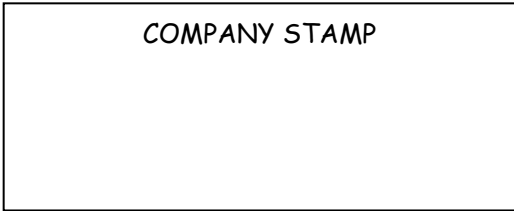
\_\_\_\_\_

D. My contact details are: Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ -mail: \_\_\_\_\_

\_\_\_\_\_

Thus, signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature of principal agent



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Bidder

Name of Bidder

Date

**REFERENCE FORM - PROJECT 5**

<b>Project title:</b>	
<b>Bid/Quote no:</b>	

**NOTE: This returnable document must be completed by the person who was the principal agent on infrastructure projects that was completed successfully by the Bidder.**

I, \_\_\_\_\_ (name and surname) of \_\_\_\_\_ (company name) declare that I was the principal agent on the following building construction project successfully executed by \_\_\_\_\_ (name of Bidder):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor	Poor	Fair	Good	Excellent
	1	2	3	4	5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc					

B. Would you consider / recommend this Bidder again: 

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

C. Any other comments:

\_\_\_\_\_  
D. My contact details are: Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ -mail: \_\_\_\_\_

Thus, signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature of principal agent

COMPANY STAMP

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Date

**ANNEXURE G**

**CERTIFIED MICROSOFT PARTNER/CISCO**

Pease attach certified copies of certificates

**ANNEXURE H**

**CISCO**

Pease attach certified copies of certificates

**ANNEXURE I**

**KEY PERSONNEL ASSIGNED TO THE ICT WORK**

Attach curriculum Vitae (CV) and qualifications of the following key personnel:

- IT support team leader; &
- IT support technician.

The two (2) members of the professional team have worked on similar bodies of work / IT support projects for public entities and/or private sector. The table of resources expertise must also be completed.

Criteria	Full Name	Role/ Designation	Contract Period	Others		
				Qualification	Years of Experience	Is sufficient evidence attached
The 2 members of the professional team have worked on similar bodies of work / IT support projects for public entities and/or private sector.	1.					
	2.					
	3.					
	4.					

Signature of Bidder \_\_\_\_\_

Date \_\_\_\_\_

**METHODOLOGY**

**Attach Methodology below:**

1. Work Plan / Implementation Plan – A comprehensive project schedule and implementation plan indicating project timelines= 2 Points
2. Management Plan – A detailed methodological approach describing how the services outlined in the Scope of Works (Item 3) will be managed =2 Points
3. Resource Planning and Management – An approach detailing how resources will be allocated, utilized, and managed throughout the contract period =2 Point
4. Risk Mitigation Plan – An approach outlining how potential risks will be identified, managed, and mitigated during project execution =2 Points
5. Handover Plan – A project plan describing the handover process at the end of the contract, including the proposed interaction and coordination with JoGEDA =2 Points

**ANNEXURE K**

**LETTER OF GOOD STANDING**

Attached hereto is my / our copy of LETTER of good standing with the Compensation for Occupational Injuries and Diseases, e.g. letter of good standing. (This is not a disqualifying factor)

**DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1. Full Name of bidder or his or her representative:.....
  - 3.2. Identity Number: .....
  - 3.3. Position occupied in the Company (director, trustee, Shareholder<sup>2</sup>):.....
  - 3.4. Company Registration Number: .....
  - 3.5. Tax Reference Number:.....
  - 3.6. VAT Registration Number: .....
  - 3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8. Are you presently in the service of the state? 

YES	NO
-----	----

3.8.1 If yes, furnish particulars. ....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of – (i) any municipal council; (ii) any provincial legislature; or (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of 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);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months?

3.9.1. If yes, furnish particulars..... 

YES	NO
-----	----

3.9 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

..... 

YES	NO
-----	----

3.9.1. If yes, furnish particulars. ....

3.9 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and

or

3.10 adjudication of this bid?

YES	NO
-----	----

3.10.1. If yes, furnish particulars .....

3.11 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

3.11.1. If yes, furnish particulars. ....

3.12 Are any spouse, child or parent of the company's directors trustees, managers, principleshareholders or stakeholders in service of the state?

YES	NO
-----	----

3.12.1. If yes, furnish particulars.....

3.13 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this

contract.

YES	NO
-----	----

3.14.1 If yes, furnish particulars.....

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

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

**DECLARATION**

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

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

STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

-----  
Signature

-----  
Date

-----  
Position

-----  
Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state
- (e)
- (f) in response to an invitation for the origination of income-generating contracts through any method envisaged

- (g) in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

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

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

<b>80/20</b>	or	<b>90/10</b>
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where:

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

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

**3.2.1. POINTS AWARDED FOR PRICE**

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

<b>80/20</b>	or	<b>90/10</b>
$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where:

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.**

The specific goals allocated points in terms of this tender	Allocation of the 20 points in terms of the 80/20 system	Required proof for specific goals claimed	Tender
Black owned enterprise (51%and above)	5	Detailed CSD report demonstrating ethnic group.	
Enterprise located within the Joe Gqabi District Municipality area (10 points) Enterprise located within the Eastern Cape (7 points) Enterprise located outside the Eastern Cape (5 points)	10	-Municipal account not later than 90 days; -Municipal Clearance certificate; or -lease agreement and sworn affidavit confirming lease agreement; or -proof of address and sworn affidavit from Councilor (for village residents only)	
Enterprise owned by majority black women	2	Detailed CSD report / detailed B-BBEE certificate demonstrating black women ownership	
Enterprise owned by majority black youth	2	Detailed CSD report / detailed B-BBEE certificate demonstrating black youth ownership	
Enterprise owned by majority black disabled person(s)	1	Proof from Registered Medical Practitioner / SARS exemption (ITR-DD Form)/CSD detailed Report	
<b>TOTAL POINTS</b>	<b>20</b>		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(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>audialterampartem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	<input type="checkbox"/>	<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?	<input type="checkbox"/>	<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?	<input type="checkbox"/>	<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 (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This MBD 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 (MBD 9) must be completed and submitted with the bid:

**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: \_\_\_\_\_ (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
1. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
2. 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.
3. 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.
4. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
5. 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**

.....

**Position**

.....

**Date**

.....

**Name of Bidder**

## **ANNEXURE P**

### **PROOF OF RESIDENCE**

Please bring one of the following

- Municipal account not later than 90 days;
- Municipal Clearance certificate
- lease agreement and sworn affidavit confirming lease agreement (sign the form below)
- proof of address from Councilor and sworn affidavit village residents only (sign the form below)

**SWORN AFFIDAVIT**

FULL NAME AND SURNAME																
NAME OF THE COMPANY																
RESIDENTIAL ADDRESS																
ID NUMBER OF THE DIRECTOR	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>															
CONTACT NUMBER																
COMPANY ADDRESS																
WORK CONTACT NUMBER																

State under the oath \_\_\_\_\_

I know and understand the contents of this declaration.

I have no objections on taking the prescribed oath.

I consider the prescribed oath to be binding on my conscience.

.....

**DEPONENT SIGNATURE**

I certify that the above statement was taken by me and that the deponent has acknowledge that he /she knows and understand the contexts of this statement. This statement was sworn to before me and the deponent's signature was placed thereon in my presence at \_\_\_\_\_ (Place)

on \_\_\_\_\_ (Day) \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) \_\_\_\_\_ (Time) \_\_\_\_\_

.....

**COMMISSIONER OF OATH**

<p><b>Insert SAPS / Commissioner's stamp here</b></p>
-------------------------------------------------------

## **ANNEXURE Q**

### **ATTACH A COPY OF CSD REGISTRATION REPORT**

The Service Provider must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. To obtain your vendor number visit <https://secure.csd.gov.za>.

**Submit CSD report as proof of registration.**

**CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

Copy of joint venture agreement (if applicable)

Attached hereto is a signed certified copy of our **notarized** Joint Venture Agreement. Our failure to submit the copy with our tender document will lead to the conclusion that there is no joint venture agreement, and as such, our bid will be disqualified

(Attach the notarized joint venture agreement)

**CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed Enterprises whom submit an agreement as joint ventures. We, the undersigned, are submitting this in Joint Venture and hereby authorize Mr/Ms . . . . ., authorised signatory of the company . . . . ., acting in the capacity of lead partner, to sign all documents in connection with submission on our behalf.

Name of Enterprise	Address	Duly authorised signatory
Lead Partner:		Signature..... Name ..... Designation .....
		Signature..... Name ..... Designation .....

**Signed**.....

**Date**.....

**ANNEXURE S**

**RECORD OF ADDENDA TO SUBMISSION DOCUMENTS**

Fill in, complete and sign the following form if any changes have been done by JoGEDA or an addendum has been issued to amend the document. Failure to do so it will result to your bid being non-responsive.

**RECORD OF ADDENDA TO SUBMISSION DOCUMENTS**

We confirm that the following communications received from the Employer, amending the submission documents, have been considered in this submission.

<b>ITEM No.</b>	<b>DATE</b>	<b>TITLE OR DETAIL</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		

Attach additional pages if more space is required.

Signed .....

Date .....

Name.....

Position.....