



human settlements

Department:
Human Settlements
North West Provincial Government
REPUBLIC OF SOUTH AFRICA



SUPPLY CHAIN MANAGEMENT

3366 Besemmer Str Telkom Building
Industrial Site Mahikeng, 2745
Private Bag X 2145, Mmabatho, 2735
Tel: +27 (18) 388 4824/5

2nd Floor West Wing, University Drive
Garona Building
Private Bag X 2145, Mmabatho, 2735
Tel: +27 (18) 388 4824/5

INVITATION TO BID

BID NUMBER : DHS 17/2024

VALIDITY PERIOD: 90 DAYS

CLOSING TIME: 11H00

CLOSING DATE: 26 MAY 2025

APPOINTMENT OF A SERVICE PROVIDER FOR OFF-SITE STORAGE AND SCANNING FACILITIES OF HOUSING SUBSIDY BENEFICIARY APPLICATION FORMS, PROJECT CLAIM FORMS AND PROJECT ADMINISTRATION DOCUMENTS FOR A PERIOD OF THREE (3) YEARS

1. Kindly furnish the Department with a bid for provision of off-site storage and scanning facilities of housing subsidy beneficiary application forms, project claims forms and project administration documents for a period of three (3) years.
2. The conditions contained in the General Conditions of Contract (GCC) and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.
3. No late, faxed or emailed bid will be considered. Bid received after the closing date and time is late and will as a rule is not acceptable for consideration.
4. It is the responsibility of Bidder to ensure that the company is registered on the National Treasury Central Supplier Database as a service provider.
5. Bid documents are obtained from SCM offices at a cost of R500.00 non- refundable
6. A non-refundable deposit must be deposited to the Departmental Account Number as follows:

Bank Name: ABSA

Account Name: NW – Human Settlements

Account Number: 41-1181-1728

Branch Code: 632005

Reference: DHS 17/2024

7. The Department of Human Settlements reserve the right to award any bid in whole or in part to one or more service providers and does not bind itself to award the lowest bidder.



Let's Grow North West Together

8. All the documents accompanying this invitation to bid must be completed in detail where applicable and sealed in an envelope clearly marked the Bid Number and placed in the Bid Box before the closing date and time.

The bid box is situated at: **CRAFT PRESS BUILDING (formerly known as CCP BUILDING), 27 JAMES WATT CRESCENT; INDUSTRIAL SITE, MAFIKENG, 2745.**

CONDITIONS TO BID:

This bid is issued under the condition that the bidder should at any stage during production or execution or on completion of the bid be subjected to inspection. The premises of the service provider shall be open at all reasonable hours, for inspection by the representative of the Department of Human Settlements or organisation acting on behalf of the State.

BID EVALUATION QUALIFICATION REQUIREMENTS:

The bid will be evaluated in three (3) stages as follows:-

Stage 1	Stage 2	Stage 3
Mandatory and other bid requirements	Functionality Part 1: Functional Evaluation (80) Part 2: Site Visit (20)	Preference point system
Compliance with mandatory and other bid requirements	For a bid to be responsive the minimum points for functionality shall be sixty (60) points, which is the minimum of fifty (50) from part 1 and minimum of ten (10) from part 2. Any bid with less than sixty points will be disqualified and no further evaluation of the bid will be done.	Bids will be evaluated in terms of the 80/20 preference point system: 80 – Price 20 – Specific goals <ol style="list-style-type: none"> Enterprises owned by Black people – 8 points <ul style="list-style-type: none"> 100% Black ownership– 8 points Less than 100% and above 51% - 7 points Less than 51% Black ownership – 0 points Proof of ownership will be verified by either one of the following documents: CIPC Certificate, Valid B-BBEE Certificate & CSD report <ol style="list-style-type: none"> Enterprise owned by Black women, Black youth or Military Veteran, People living with disabilities – 8 points BLACK WOMEN OWNED ENTERPRISE <ul style="list-style-type: none"> 100% Black women enterprise – 4 points 99% to 51% Black women enterprise – 3 points

		<ul style="list-style-type: none"> o Less than 51% Black women enterprise – 0 points <p>BLACK YOUTH OR MILITARY VETERAN ENTERPRISE</p> <ul style="list-style-type: none"> o 100% Black youth or Military Veteran enterprise – 2 points o 99% to 51% Black youth or Military Veteran enterprise – 1 point o Less than 51% Black youth or Military Veteran enterprise – 0 point <p>DISABILITY OWNED ENTERPRISE</p> <ul style="list-style-type: none"> o 100% or more enterprise with disability – 2 points o 99% to 51% enterprise with disability – 1 point o Less than 51% enterprise with disability – 0 points <p>Proof of points claimed will be verified by the following documents: CIPC Certificate, ID Document, CSD report, Medical report by the medical practitioner for disability, Military Force Number</p> <p>3. Enterprise location – 4 points</p> <ul style="list-style-type: none"> o Within North West Province – 4 points (Proof of residence and confirmatory CSD report will be used to verify points claimed) o Outside North West Province – 3 points
--	--	--

STAGE 1: COMPLIANCE WITH MANDATORY AND OTHER BID REQUIREMENTS

Stage 1.1: Compliance with Other Bid Requirements

- ✓ Invitation letter to bid
- ✓ SBD 1: Invitation to bid
- ✓ SBD 4: Bidder's Disclosure
- ✓ SBD 6.1: Preference points claim form of the Preferential Procurement Regulations 2022
- ✓ General Conditions of Contract
- ✓ Special Conditions of Contract
- ✓ CSD report reflecting compliant tax status, successful bank verification and ownership information



Let's Grow North West Together

- ✓ Valid Tax Clearance Certificate / Unique Pin issued by SARS
- ✓ CIPC Certificate
- ✓ Valid B-BBEE Certificate / Sworn Affidavit
- ✓ Confirmation of force number from DMV to claim military veteran points
- ✓ Confirmation of disability by the Medical Practitioner to claim disability points
- ✓ In case of a joint venture the following documents to be submitted
 - Valid Tax Clearance Certificate of all parties

Stage 1.2: Compliance with Mandatory Requirements

- ✓ Proof of Residence (Business) or Lease Agreement or Ownership Documents of property to be used for Document Warehousing with a minimum of 2000m2 floor area within the North West Province
- ✓ In case of a joint venture the following documents to be submitted
 - Valid joint venture agreement signed by all parties and witnessed
 - Certificate or authority for Joint Ventures (where applicable)

Failure to comply with these Mandatory requirements will lead to immediate disqualification.

STAGE 2: FUNCTIONALITY

100 POINTS

For applications to be responsive the minimum points for **FUNCTIONALITY** shall be **sixty (60) Points** that must be attained by the bidder. Any application less than sixty points will be disqualified, and no further evaluation of the bid will be done.

Functionality evaluation is divided into two (2) parts which is Part 1: Functional Evaluation and Part 2 which is site visit

WEIGHTS AND VALUES FOR THE FUNCTIONALITY CRITERIA					
1 = Poor		2 = Fair	3 = Good	4 = Very Good	5= Excellent
NO.	DESCRIPTION OF SPECIFIC COMPETENCIES				WEIGHTS
Part 1: Functional Evaluation (80)					
1.	Capacity and experience to handle projects of a similar nature				30
	• Above 5 years' experience including more than five reference letters:			30	
	• 4 to 5 years' experience with 4 reference letters			24	
	• 3 to 4 years' experience with 3 reference letters			18	
	• 2 to 3 years' experience with 2 reference letters			12	
	• 1 to 2 years' experience with 1 reference letter			6	
	• Less than 1 years' experience			0	

	<p>Bidders must provide a company profile indicating the company's experience in rendering archiving storage, electronic documents and file management system. Also the service provider must provide positive written contactable references indicating the similar services rendered.</p> <p>The reference letters from the clients of a bidder must include:</p> <ul style="list-style-type: none">• Company Name• Company letterhead• Contact person and contact details• Letter must be signed by a duly authorised person									
2.	<p>Approach, Methodology and Implementation Plan.</p> <p>Bidders must be able to demonstrate their approach and methodology through a detailed implementation business proposal which responds to the below.</p> <table><tr><td><ul style="list-style-type: none">• File Plan Review<p>Detailed in line with the requirements of the scope of work= 5 points</p><p>Average file plan review= 3 points</p><p>Basic demonstration = 1 point</p><p>No submission = 0 points</p></td><td>5</td></tr><tr><td><ul style="list-style-type: none">• Scanning of records, Indexing of files (Metadata), Archiving, Use of Resources<p>Detailed in line with the requirements of the scope of work= 5 points</p><p>Average file plan review= 3 points</p><p>Basic demonstration = 1 point</p><p>No submission = 0 points</p></td><td>5</td></tr><tr><td><ul style="list-style-type: none">• Training/ Skills transfer Plan<p>Detailed training plan which addresses all items = 5 points</p><p>Average training plan which addresses any two items = 3 points</p><p>Basic training plan which addresses one item = 1 point</p><p>No submission = 0 points</p><p>Bidders to submit training plan which addresses the electronic documents and file management, maintenance and support.</p></td><td>5</td></tr><tr><td><ul style="list-style-type: none">• E-Submission/document management Module, Storage, Search Functionality, Workflow<p>Detailed in line with the requirements of the scope of work= 5 points</p><p>Average file plan review= 3 points</p><p>Basic demonstration = 1 point</p><p>No submission = 0 points</p></td><td>5</td></tr></table>	<ul style="list-style-type: none">• File Plan Review <p>Detailed in line with the requirements of the scope of work= 5 points</p> <p>Average file plan review= 3 points</p> <p>Basic demonstration = 1 point</p> <p>No submission = 0 points</p>	5	<ul style="list-style-type: none">• Scanning of records, Indexing of files (Metadata), Archiving, Use of Resources <p>Detailed in line with the requirements of the scope of work= 5 points</p> <p>Average file plan review= 3 points</p> <p>Basic demonstration = 1 point</p> <p>No submission = 0 points</p>	5	<ul style="list-style-type: none">• Training/ Skills transfer Plan <p>Detailed training plan which addresses all items = 5 points</p> <p>Average training plan which addresses any two items = 3 points</p> <p>Basic training plan which addresses one item = 1 point</p> <p>No submission = 0 points</p> <p>Bidders to submit training plan which addresses the electronic documents and file management, maintenance and support.</p>	5	<ul style="list-style-type: none">• E-Submission/document management Module, Storage, Search Functionality, Workflow <p>Detailed in line with the requirements of the scope of work= 5 points</p> <p>Average file plan review= 3 points</p> <p>Basic demonstration = 1 point</p> <p>No submission = 0 points</p>	5	20
<ul style="list-style-type: none">• File Plan Review <p>Detailed in line with the requirements of the scope of work= 5 points</p> <p>Average file plan review= 3 points</p> <p>Basic demonstration = 1 point</p> <p>No submission = 0 points</p>	5									
<ul style="list-style-type: none">• Scanning of records, Indexing of files (Metadata), Archiving, Use of Resources <p>Detailed in line with the requirements of the scope of work= 5 points</p> <p>Average file plan review= 3 points</p> <p>Basic demonstration = 1 point</p> <p>No submission = 0 points</p>	5									
<ul style="list-style-type: none">• Training/ Skills transfer Plan <p>Detailed training plan which addresses all items = 5 points</p> <p>Average training plan which addresses any two items = 3 points</p> <p>Basic training plan which addresses one item = 1 point</p> <p>No submission = 0 points</p> <p>Bidders to submit training plan which addresses the electronic documents and file management, maintenance and support.</p>	5									
<ul style="list-style-type: none">• E-Submission/document management Module, Storage, Search Functionality, Workflow <p>Detailed in line with the requirements of the scope of work= 5 points</p> <p>Average file plan review= 3 points</p> <p>Basic demonstration = 1 point</p> <p>No submission = 0 points</p>	5									
3.	<p>Electronic Document And Records Management System (EDRMS)</p>	30								

	<ul style="list-style-type: none">Detailed approach and methodology =10 points <p>Basic approach and methodology = 5 points</p> <p>Non submission = 0 points</p>	10	
	<ul style="list-style-type: none">Electronic solution - Rollout, Risks, mitigating factors and contingency plan = 10 points <p>Detailed Rollout, Risks, mitigating factors and contingency plan = 10 points</p> <p>Basic Rollout and Risk Mitigating plan = 5 points</p> <p>Non provision of the above = 0 points</p>	10	
	<ul style="list-style-type: none">Electronic solution rollout over 3 years on Gantt Chart = 10 points <p>Detailed Gantt Chart of EDRMS Rollout , Implementation, training, upgrades = 10 points</p> <p>Basic Gantt Chart = 5 points</p> <p>Non provision of the above = 0 points</p>	10	
Total = 80			
Minimum qualifying requirement = 50			
NB: only bidders who score 50 or more points out of 80 will qualify for site visit.			
Part 2: Site Visit (20)			
Site Visit	Description	Points	
	<p>North West Department of Human Settlements will conduct a site visit and the following will be assessed on the below 5 items:</p> <ul style="list-style-type: none">Existence of a storage facility and physical building.Waterproofed and Fire proofed building.Security alarm systems.Fire Extinguishers.The bidder must provide a fire detection and prevention plan <p>Scoring:</p> <p>All items addressed = 20</p> <p>4 out of 5 items addressed = 16</p> <p>3 out of 5 items addressed = 12</p> <p>2 out of 5 items addressed = 8</p> <p>1 out of 5 items addressed = 4</p> <p>0 out of 5 items addressed = 0</p>	20	
Total = 20			
Minimum qualifying requirement = 10			
TOTAL POINTS FOR FUNCTIONALITY		100	

For purposes of comparison and to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to the functionality criteria mentioned. A bidder that scores less than sixty points in respect of functionality will be disqualified.

NB: Only bidders who score 10 or more points out of 20 on the site visit will qualify for the next stage of evaluation, which is based on price and preference points.

STAGE 3 : PREFERENCE POINT SYSTEM

This is 80/20 points bid

Breakdown of points:-

	POINTS
Price	80
Specific Goals	20
Total points for Price and Specific goals	100

NOTE:-

- The validity period is ninety (90) days and is calculated from the closing date of a bid.

FOR MORE INFORMATION ON SPECIFICATIONS / TERMS OF REFERENCE CONTACT:-

Contact Person : Ms H. Mhlongo
Cell : 078 457 4194
E-mail address : MhlongoH@nwpg.gov.za

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person : Ms Elna Kepadisa / Ms L. Maruping
Telephone Number : 018 - 388 4435 / 018 – 388 2192
E-mail address : ekepadisa@nwpg.gov.za ,
LMaruping@nwpg.gov.za

Ms K.M. TUMANE:
DIRECTOR: SUPPLY CHAIN MANAGEMENT

DATE: 23/04/2025



Let's Grow North West Together

COMPULSORY BRIEFING SESSION

DHS 17/2024: APPOINTMENT OF A SERVICE PROVIDER FOR OFF-SITE STORAGE AND SCANNING FACILITIES OF HOUSING SUBSIDY BENEFICIARY APPLICATION FORMS, PROJECT CLAIM FORMS AND PROJECT ADMINISTRATION DOCUMENTS FOR A PERIOD OF THREE (3) YEARS

ALL BIDDERS KINDLY NOTE THAT THE BRIEFING SESSION WILL BE HELD AS FOLLOWS:

DATE : 14 MAY 2025, WEDNESDAY

TIME : 11H00

**VENUE : 36 JAMES WATT CRESCENT (Old Disaster Building)
Industrial Site Mahikeng**

TENDERERS ARE REQUESTED TO BE SEATED AT 10H50

FOR FURTHER INFORMATION:

TECHNICAL ENQUIRIES: MS H. MHLONGO

TEL: 078 457 4194

SCM RELATED ENQUIRIES: MS E. KEPADISA / L. MARUPING

TEL: 018 388 4435/2192 / 079 727 2530/

NB:

- 1. Company Director/ Shareholders / Owners must be the one to attend the briefing session**
- 2. Bidders must obtain the copy of the bid document before attending the briefing session**

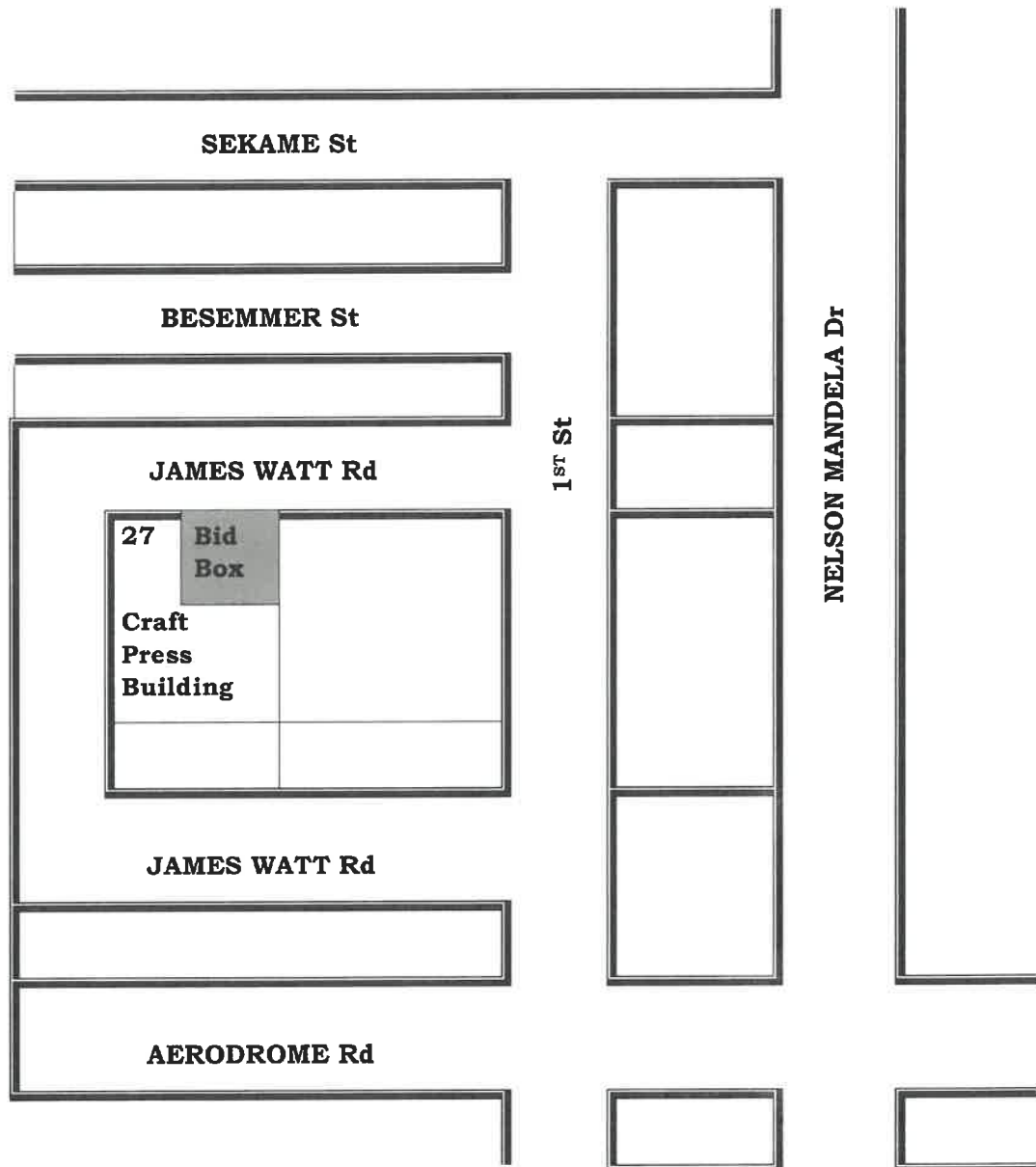


Let's Grow North West Together

MAP TO BID BOX

**YOU ARE HEREBY INVITED TO APPLY TO THE DEPARTMENT OF HUMAN SETTLEMENTS
SUBMIT ALL APPLICATIONS ON THE OFFICIAL FORMS – DO NOT RETYPE**

The application forms must be deposited /delivered in the bid box situated at **CRAFT PRESS BUILDING
(formerly known as CCP BUILDING), 27 JAMES WATT CRESCENT; INDUSTRIAL SITE,**



MAFIKENG, 2745.

THE BID BOX WILL BE CLOSED AT 11H00 WHICH IS THE CLOSING TIME OF APPLICATIONS.

APPLICANTS SHOULD ENSURE THAT APPLICATIONS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS.



Let's Grow North West Together

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DHS 17/2024	CLOSING DATE:	26 MAY 2025	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR OFF-SITE STORAGE AND SCANNING FACILITIES OF HOUSING SUBSIDY BENEFICIARY APPLICATION FORMS, PROJECT CLAIM FORMS AND PROJECT ADMINISTRATION DOCUMENTS FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CRAFT PRESS BUILDING (formerly known as CCP BUILDING), 27 JAMES WATT CRESCENT; INDUSTRIAL SITE, MAFIKENG, 2745.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	ELNA KEPADISA		CONTACT PERSON	Ms H.Mhlongo	
TELEPHONE NUMBER	079 727 2530		TELEPHONE NUMBER	078 457 4194	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Ekepadisa@nwpg.gov.za		E-MAIL ADDRESS	MhlongoH@nwpg.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					

VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES
<input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/>
NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. Company Resolution)

DATE :



Let's Grow North West Together

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number DHS 17/2024
Closing Time 11:00	Closing date 26 May 2025.

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
			** (ALL APPLICABLE TAXES INCLUDED)
-	Required by:	
-	At:	
-	Brand and model	
-	Country of origin	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	
			*Delivery: Firm/not firm
-	Delivery basis	

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.**

***Delete if not applicable**

PRICING SCHEDULE

Use the table below for pricing of the retrieval of housing subsidy beneficiary application forms from Bloemfontein off-site storage service provider. The Take on must be done on appointment, however based on the volume of files / data and the development of the EDRMS, the Take On amount will be paid monthly over 3 years:

TAKE ON

Item	Estimated Qty	Units	Unit Price	Total Amount
Retrieve boxes from current service provider	2 062	Boxes		
Transfer existing boxes to off-site storage	2 062	Boxes		
Provision of an Electronic Document and records management system (EDRMS)	1	Software development, implementation, training, handover		
Capture box details in Electronic Document and records management system (EDRMS)	2 062	Boxes		
Capture Application Files in Electronic Document and records management system (EDRMS)	294 879	Application Files (envelopes)		
Stack and Store boxes and files in off-site storage	2 062	Boxes		
Sub Total				
Vat				
Total				

Beneficiary Administration Forms:

Use the table below for pricing of the preparation, scanning, indexing, bar-coding, and referencing and storage of housing application forms, correspondences and claims. These figures are used as an estimate per year and average out over the 3 year period.

Item	Qty	Units	Unit Price			Total Amount
			Year 1	Year 2	Year 3	
Barcode label every application with 4 fields	15000	Barcode labels				
De-staple and prep 15 000 applications for scanning (avg. of 20 pages per application)	300000	Pages				
Scan pages	300000	Pages				
Index 5 fields per application	15000	Application Forms				
Place every application in a C4 Envelope and label with barcode	15000	Envelopes				
Pack Box (150 envelopes per box)	100	Boxes				

Capture box details in Electronic Document and records management system (EDRMS)	100	Electronic Records of Box references				
Capture Files in Electronic Document and records management system (EDRMS)	15000	Electronic Records of Application references				
Pack, Stack and Store boxes and files in secure off-site storage for 1 year	100	Boxes				
Upload scanned documents to HSS Online System	15000	Electronic Files				
Sub Total						
VAT						
TOTAL						

Project Claim Forms:

Use the table below for pricing of the preparation, scanning, indexing, bar-coding, and referencing and storage of housing application forms, correspondences and claims. These figures are used as an estimate per year and average out over the 3 year period.

Item	Qty	Units	Unit Price			Total Amount
			Year 1	Year 2	Year 3	
Barcode label every application with 4 fields	15000	Barcode labels				
De-staple and prep 15 000 applications for scanning (avg. of 20 pages per application)	300000	Pages				
Scan pages	300000	Pages				
Index 5 fields per application	15000	Application Forms				
Place every application in a C4 Envelope and label with barcode	15000	Envelopes				
Pack Box (150 envelopes per box)	100	Boxes				
Capture box details in Electronic	100	Electronic RecordsOf				

Document and records management system (EDRMS)		Box references				
Capture Files in Electronic Document and records management system (EDRMS)	15000	Electronic Records of Application references				
Pack, Stack and Store boxes and files in secure off-site storage for 1 year	100	Boxes				
Upload scanned documents to HSS Online System	15000	Electronic Files				
Sub Total						
VAT						
TOTAL						

Project Administration Documents:

Use the table below for pricing of the preparation, scanning, indexing, bar-coding, and referencing and storage of housing application forms, correspondences and claims. These figures are used as an estimate per year and average out over the 3 year period.

Item	Qty	Units	Unit Price			Total Amount
			Year 1	Year 2	Year 3	
Barcode label every application with 4 fields	15000	Barcode labels				
De-staple and prep 15 000 applications for scanning (avg. of 20 pages per application)	300000	Pages				
Scan pages	300000	Pages				
Index 5 fields per application	15000	Application Forms				
Place every application in a C4 Envelope and label with barcode	15000	Envelopes				
Pack Box (150 envelopes per box)	100	Boxes				
Capture box details in Electronic	100	Electronic RecordsOf				

Document and records management system (EDRMS)		Box references				
Capture Files in Electronic Document and records management system (EDRMS)	15000	Electronic Records of Application references				
Pack, Stack and Store boxes and files in secure off-site storage for 1 year	100	Boxes				
Upload scanned documents to HSS Online System	15000	Electronic Files				
Sub Total						
VAT						
TOTAL						

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = 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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black owned enterprise	<p>8 points</p> <ul style="list-style-type: none"> 100% Black ownership – 8 points Less than 100% and above 51% Black ownership – 7 points Less than 51% Black ownership – 0 points <p>Proof of ownership will be verified by either one of the following documents: CIPC Certificate, Valid B-BBEE Certificate & CSD report</p>	
<p>Enterprise owned by women</p> <p>Youth or Military Veteran</p> <p>People Living with Disabilities</p>	<p>Maximum 8 points</p> <p>BLACK WOMEN OWNED ENTERPRISE</p> <ul style="list-style-type: none"> 100% Black women enterprise – 4 points 99% to 51% Black women Enterprise – 2 points Less than 51% Black women enterprise – 0 points <p>BLACK YOUTH OR MILITARY VETERAN ENTERPRISE</p> <ul style="list-style-type: none"> 100% Black youth or Military Veteran enterprise - 2 99% to 51% Black youth or Military Veteran enterprise - 1 Less than 51% Black youth or Military enterprise – 0 <p>DISABILITY OWNED ENTERPRISE</p> <ul style="list-style-type: none"> 100% enterprise with disability - 2 99% to 51% enterprise with disability - 1 Less than 51% enterprise with disability – 0 <p>Proof of points claimed will be verified by the following documents: CIPC Certificate, ID Document, CSD report, Medical report by the medical practitioner for disability, Military Force Number</p>	
Enterprise location	<p>4 points</p> <p>Within North West – 4</p> <p>Outside North West -3</p>	

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.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



SUBSIDY ADMINISTRATION

366 Besemmer Str Telkom Building
Industrial Site Mahikeng, 2745
Private Bag X 2145, Mmabatho, 2735
Tel: +27 (18) 388 4824/5

NWDC Cnr. University & Provident Drive
Private Bag X 2145, Mmabatho, 2735
Tel: +27 (18) 388 4913

2nd Floor West Wing, University Drive
Garona Building
Private Bag X 2145, Mmabatho, 2735
Tel: +27 (18) 388 4824/5

**Terms of Reference for the
Appointment of a service
provider for off-site storage
and scanning facilities of
housing subsidy beneficiary
application forms, project
claim forms and project
administration documents for
a period of three (3) years**

**BID NUMBER:
DHS 17/2024**

Head Office: Craft Press Building

Physical Address : 27 James Watt
Crescent Mafikeng Industrial Site

TECHNICAL ENQUIRIES

MS H. MHLONGO

078 457 4194

Email: MhlongoH@nwpg.gov.za

SCM RELATED ENQUIRIES:

Ms Elna Kepadisa- 018 388 4435

Email: ekepadisa@nwpg.gov.za

Terms of Reference for the Appointment of a service provider for off-site storage and scanning facilities of housing subsidy beneficiary application forms, project claim forms and project administration documents for a period of three (3) years

PURPOSE

The North West Department of Human Settlements seeks to invite suitably qualified service providers to bid for the scanning, archiving and off-site storage of housing subsidy beneficiary application forms, project claim forms and project administration documents for a period of **three (3) years**.

The appointment will be based on bid criteria in line with the Departmental procurement process which is transparent, competitive, cost effective, fair and equitable.

The Department of Human Settlements requires the effective and efficient Records Management at all levels to address the increasing demand for preservation of records through scanning and warehousing of housing subsidy beneficiary application forms, claim forms and project administration documents. These documents are to be captured and scanned and integrated onto a document management system which must interface with the current Housing Subsidy System in the Department.

The service provider must provide off-site records storage facility services, OCR scanning services and a comprehensive and reliable off-site records archiving and retrieval programme, which is the provision of an Electronic Document and records management system (EDRMS).

For this service, it is a Mandatory Requirement that the service provider's premises be inspected to ensure that it complies with the requirements set by the National Archives and Records Services of South Africa and deemed suitable for records storage and management of Human Settlements records at an off-site facility.

The service provider's premises (document storage facility) must be located within the North West province.

STATUTORY AND REGULATORY FRAMEWORK ON RECORDS MANAGEMENT

- Section 195 of The Constitution, 1996
- The National Archives and Records Service of South Africa Regulations (R158 of 20 November 2002)
- The Public Finance Management Act, (Act. No. 1 of 1999)
- Municipal Finance Management Act (Act. No. 56 of 2003)
- The Promotion of Access to Information Act (Act. No. 2 of 2000)
- The Promotion of Administrative Justice Act (Act. No. 3 of 2000)
- The Electronic Communications and Transactions Act (Act. No. 25 of 2002)
- Protection of Personal Information Act (No. 4 of 2013)
- Minimum Information Security Standards (19916)

SCOPE OF WORK

1.1 Off-site Storage Services

The service required may include the following but is not limited to:

- Secure and safe archiving facility, which is suitable for the purpose and mitigate the risks associated with records storage
- Records management system to enable the tracking and retrieval of documents/records Retrieval services for stored records at the off-site storage facility and delivery
- Provision of storage boxes and relevant tracking labels for the records to be transferred from Bloemfontein offices to the off-site storage
- Collection and removal (delivery/transportation) of records, boxes and files from the **Bloemfontein** to the off-site storage, once off.

1.2 Scanning Services

- Scanning with or without OCR capability of Human Settlements records and packing of files into boxes when work is conducted in-house (Department of Human Settlements premises). Re-filing after scanning, original order must always be maintained.
- File and box indexing and bar coding. Minimal of 4 fields of Meta data is required
- Storage Racks, Levels, Boxes and file location must be indexed and bar coded for ease of location and retrieval
- The Service Provider will be responsible for the provision of all equipment, consumables and storage space required for this service
- The scope of work includes the scanning and warehousing of housing subsidy beneficiary application forms, claim forms and project administration documents
- The volume of the work will be limited to the estimates as indicated in point 2 below and the associated cost thereof.

1.3 Records Retrieval Services

Department of Human Settlements shall be entitled, at its sole discretion to require retrieval of records to take place in the following manner:

- Hand delivery of the requested files or boxes
- Electronic transmission of the records
- Records stored off-site must be available for online viewing and online retrieval requests (online search and print)
- The retrieval services apply to physical (original) and e-mail (scan on demand).
- Next day retrieval-meaning the document should be delivered by the service provider during normal working hours

1.4 Turn Around Times

- Department of Human Settlements will lodge requests during office hours by e-mail to the service provider. Upon receiving the request, both parties to agree on the time lines for collecting the files or boxes
- The service provider to deliver the file or boxes within 24 (twenty four) hours to Department of Human Settlements offices (Head Office)
- The service provider will collect the files or boxes from the Department of Human Settlements premises when requested to return to storage

1.5 System Set-up and Accessibility

Provision of an Electronic Document and records management system (EDRMS)

- Optimal web based system that will allow the Department Officials / authorised users to access electronic records. This will enable the Department to easily request, retrieve and view records stored off-site through their system.
- Web Application functionality and associated licensing.
- Database must reside on MS SQL.

Terms of Reference for the Appointment of a service provider for off-site storage and scanning facilities of housing subsidy beneficiary application forms, project claim forms and project administration documents for a period of three (3) years

- Must be Agile and compatible to latest Technologies as well as future compatible to allow the Department to create new and unique Scanning Options and indexing fields.
- The service and solution must be fully managed and hosted on the departments hosting environment.
- Solution must be accessible through the Internet 24/7 and compatible to Microsoft Platforms. e.g., Windows 10 & above.

1.6 Records Destruction Services

- Currently the Department of Human Settlements requires all beneficiary, financial and project records to be safely stored and preserved
- Department of Human Settlements shall be solely responsible for determining the date upon which records may be destroyed:
- The service provider shall receive a written directive instruction from the Department to destroy any records
- The service provider shall issue the Department of Human Settlements with a disposal certificate immediately after disposal action have been executed

1.7 Knowledge and expertise

- The service provider must have a traceable record of success and timeous delivery of similar work.
- The service provider must have the capacity to provide a core team that will be responsible for the day to day functionality at all levels and will have to be maintained for the duration of the contract.
- The core team should be in a position to demonstrate their understanding and knowledge of the records management with specific knowledge of the archiving, digitising and digitalisation of information. CV's of the members of the core team should be provided.
- The service provider must provide references for clients that they have provided National off-site storage and scanning services to.

Terms of Reference for the Appointment of a service provider for off-site storage and scanning facilities of housing subsidy beneficiary application forms, project claim forms and project administration documents for a period of three (3) years

1.8 Contract period

- The duration of the contract is for thirty six (36) months from the date of appointment
- Future price increases must be indicated and included in the quotation.

1.9 Reporting requirements

The appointment and implementation will be monitored on a weekly basis during the implementation of the project and a monthly progress report and expenditure report will be submitted to the Department for performance evaluation.

2. PRICING

- 2.1.** Use the table below for pricing of the retrieval of housing subsidy beneficiary application forms from Bloemfontein off-site storage service provider. The Take on must be done on appointment, however based on the volume of files / data and the development of the EDRMS, the Take On amount will be paid monthly over 3 years:

TAKE ON

Item	Estimated Qty	Units	Unit Price	Total Amount
Retrieve boxes from current service provider	2 062	Boxes		
Transfer existing boxes to off-site storage	2 062	Boxes		
Provision of an Electronic Document and records management system (EDRMS)	1	Software development, implementation, training, handover		
Capture box details in Electronic Document and records management system (EDRMS)	2 062	Boxes		
Capture Application Files in Electronic Document	294 879	Application Files (envelopes)		

Terms of Reference for the Appointment of a service provider for off-site storage and scanning facilities of housing subsidy beneficiary application forms, project claim forms and project administration documents for a period of three (3) years

and records management system (EDRMS)				
Stack and Store boxes and files in off-site storage	2 062	Boxes		
Sub Total				
Vat				
Total				

2.2. Beneficiary Administration Forms:

Use the table below for pricing of the preparation, scanning, indexing, bar-coding, and referencing and storage of housing application forms, correspondences and claims. These figures are used as an estimate per year and average out over the 3 year period.

Item	Qty	Units	Unit Price			Total Amount
			Year 1	Year 2	Year 3	
Barcode label every application with 4 fields	15000	Barcode labels				
De-staple and prep 15 000 applications for scanning (avg. of 20 pages per application)	300000	Pages				
Scan pages	300000	Pages				
Index 5 fields per application	15000	Application Forms				
Place every application in a C4 Envelope and label with barcode	15000	Envelopes				
Pack Box (150 envelopes per	100	Boxes				

Terms of Reference for the Appointment of a service provider for off-site storage and scanning facilities of housing subsidy beneficiary application forms, project claim forms and project administration documents for a period of three (3) years

box)						
Capture box details in Electronic Document and records management system (EDRMS)	100	Electronic Records of Box references				
Capture Files in Electronic Document and records management system (EDRMS)	15000	Electronic Records of Application references				
Pack, Stack and Store boxes and files in secure off-site storage for 1 year	100	Boxes				
Upload scanned documents to HSS Online System	15000	Electronic Files				
Sub Total						
VAT						
TOTAL						

2.3. **Project Claim Forms:**

Use the table below for pricing of the preparation, scanning, indexing, bar-coding, and referencing and storage of housing application forms, correspondences and claims. These figures are used as an estimate per year and average out over the 3 year period.

Terms of Reference for the Appointment of a service provider for off-site storage and scanning facilities of housing subsidy beneficiary application forms, project claim forms and project administration documents for a period of three (3) years

Item	Qty	Units	Unit Price			Total Amount
			Year 1	Year 2	Year 3	
Barcode label every application with 4 fields	15000	Barcode labels				
De-staple and prep 15 000 applications for scanning (avg. of 20 pages per application)	300000	Pages				
Scan pages	300000	Pages				
Index 5 fields per application	15000	Application Forms				
Place every application in a C4 Envelope and label with barcode	15000	Envelopes				
Pack Box (150 envelopes per box)	100	Boxes				
Capture box details in Electronic Document and records management system (EDRMS)	100	Electronic Records of Box references				
Capture Files in Electronic Document and records management system (EDRMS)	15000	Electronic Records of Application references				
Pack, Stack and Store boxes	100	Boxes				

Terms of Reference for the Appointment of a service provider for off-site storage and scanning facilities of housing subsidy beneficiary application forms, project claim forms and project administration documents for a period of three (3) years

and files in secure off-site storage for 1 year						
Upload scanned documents to HSS Online System	15000	Electronic Files				
Sub Total						
VAT						
TOTAL						

2.4. Project Administration Documents:

Use the table below for pricing of the preparation, scanning, indexing, bar-coding, and referencing and storage of housing application forms, correspondences and claims. These figures are used as an estimate per year and average out over the 3 year period.

Item	Qty	Units	Unit Price			Total Amount
			Year 1	Year 2	Year 3	
Barcode label every application with 4 fields	15000	Barcode labels				
De-staple and prep 15 000 applications for scanning (avg. of 20 pages per application)	300000	Pages				
Scan pages	300000	Pages				
Index 5 fields per application	15000	Application Forms				
Place every application in a C4 Envelope and label with barcode	15000	Envelopes				

Terms of Reference for the Appointment of a service provider for off-site storage and scanning facilities of housing subsidy beneficiary application forms, project claim forms and project administration documents for a period of three (3) years

Pack Box (150 envelopes per box)	100	Boxes				
Capture box details in Electronic Document and records management system (EDRMS)	100	Electronic Records of Box references				
Capture Files in Electronic Document and records management system (EDRMS)	15000	Electronic Records of Application references				
Pack, Stack and Store boxes and files in secure off-site storage for 1 year	100	Boxes				
Upload scanned documents to HSS Online System	15000	Electronic Files				
Sub Total						
VAT						
TOTAL						

Terms of Reference for the Appointment of a service provider for off-site storage and scanning facilities of housing subsidy beneficiary application forms, project claim forms and project administration documents for a period of three (3) years

3. EVALUATION CRITERIA

The evaluation process will be conducted in stages as follows:

Stage 1	Stage 2	Stage 3
Mandatory and other bid requirements	Functionality Part 1: Functional Evaluation (80) Part 2: Site Visit (20)	Preference point system
Compliance with mandatory and other bid requirements	For a bid to be responsive the minimum points for functionality shall be sixty (60) points, which is the minimum of fifty (50) from part 1 and minimum of ten (10) from part 2. Any bid with less than sixty points will be disqualified and no further evaluation of the bid will be done.	<p>Bids will be evaluated in terms of the 80/20 preference point system:</p> <p>80 – Price</p> <p>20 – Specific goals</p> <ol style="list-style-type: none"> Enterprises owned by Black people – 8 points <ul style="list-style-type: none"> 100% Black ownership– 8 points Less than 100% and above 51% - 7 points Less than 51% Black ownership – 0 points <p>Proof of ownership will be verified by either one of the following documents: CIPC Certificate, Valid B-BBEE Certificate & CSD report</p> <ol style="list-style-type: none"> Enterprise owned by Black women, Black youth or Military Veteran, People living with disabilities – 8 points <p>BLACK WOMEN OWNED ENTERPRISE</p> <ul style="list-style-type: none"> 100% Black women enterprise – 4 points 99% to 51% Black women enterprise – 3 points Less than 51% Black women enterprise – 0 points <p>BLACK YOUTH OR MILITARY VETERAN ENTERPRISE</p> <ul style="list-style-type: none"> 100% Black youth or Military Veteran enterprise – 2 points 99% to 51% Black youth or Military Veteran enterprise – 1 point Less than 51% Black youth or Military Veteran enterprise – 0 point <p>DISABILITY OWNED ENTERPRISE</p> <ul style="list-style-type: none"> 100% or more enterprise with disability – 2 points 99% to 51% enterprise with disability – 1 point Less than 51% enterprise with disability – 0 points <p>Proof of points claimed will be verified by the following documents: CIPC Certificate, ID Document, CSD report, Medical report by the medical practitioner for disability, Military Force Number</p> <ol style="list-style-type: none"> Enterprise location – 4 points

Terms of Reference for the Appointment of a service provider for off-site storage and scanning facilities of housing subsidy beneficiary application forms, project claim forms and project administration documents for a period of three (3) years

		<ul style="list-style-type: none"> ○ Within North West Province - 4 points (Proof of residence and confirmatory CSD report will be used to verify points claimed) ○ Outside North West Province – 3 points
--	--	--

Stage 1: Compliance with Mandatory and other Bid requirements

Stage 1.1: Compliance with other Bid requirements

- ✓ Invitation letter to bid
- ✓ SBD 1: Invitation to bid
- ✓ SBD 4: Bidder's Disclosure
- ✓ SBD 6.1: Preference points claim form of the Preferential Procurement Regulations 2022
- ✓ General Conditions of Contract
- ✓ Special Conditions of Contract
- ✓ CSD report reflecting compliant tax status, successful bank verification and ownership information
- ✓ Valid Tax Clearance Certificate / Unique Pin issued by SARS
- ✓ CIPC Certificate
- ✓ Valid B-BBEE Certificate / Sworn Affidavit
- ✓ Confirmation of force number from DMV to claim military veteran points
- ✓ Confirmation of disability by the Medical Practitioner to claim disability points
- ✓ In case of a joint venture the following documents to be submitted
 - Valid Tax Clearance Certificate of all parties

Stage 1.2 Compliance with Mandatory Requirements

- ✓ Proof of Residence (Business) or Lease Agreement or Ownership Documents of property to be used for Document Warehousing with a minimum of 2000m2 floor area within the North West Province
- ✓ In case of a joint venture the following documents to be submitted
 - Valid joint venture agreement signed by all parties and witnessed
 - Certificate or authority for Joint Ventures (where applicable)

Terms of Reference for the Appointment of a service provider for off-site storage and scanning facilities of housing subsidy beneficiary application forms, project claim forms and project administration documents for a period of three (3) years

Failure to comply with these Mandatory requirements will lead to immediate disqualification.

STAGE 2: FUNCTIONALITY

For a bid to be responsive the minimum points for functionality shall be **SIXTY POINTS** (60 Points). Any bid with less than sixty points will be disqualified and no further evaluation of the bid will be done.

WEIGHTS AND VALUES FOR THE FUNCTIONALITY CRITERIA					
1 = Poor		2 = Fair	3 = Good	4 = Very Good	5= Excellent
NO.	DESCRIPTION OF SPECIFIC COMPETENCIES				WEIGHTS
Part 1: Functional Evaluation (80)					
1.	Capacity and experience to handle projects of a similar nature				30
	• Above 5 years’ experience including more than five reference letters:			30	
	• 4 to 5 years’ experience with 4 reference letters			24	
	• 3 to 4 years’ experience with 3 reference letters			18	
	• 2 to 3 years’ experience with 2 reference letters			12	
	• 1 to 2 years’ experience with 1 reference letter			6	
	• Less than 1 years’ experience			0	
	Bidders must provide a company profile indicating the company’s experience in rendering archiving storage, electronic documents and file management system. Also the service provider must provide positive written contactable references indicating the similar services rendered.				
	The reference letters from the clients of a bidder must include:				
	<ul style="list-style-type: none">• Company Name• Company letterhead• Contact person and contact details• Letter must be signed by a duly authorised person				
2.	Approach, Methodology and Implementation Plan.				20
	Bidders must be able to demonstrate their approach and methodology				

Terms of Reference for the Appointment of a service provider for off-site storage and scanning facilities of housing subsidy beneficiary application forms, project claim forms and project administration documents for a period of three (3) years

	through a detailed implementation business proposal which responds to the below.	
	<ul style="list-style-type: none"> File Plan Review <p>Detailed in line with the requirements of the scope of work= 5 points</p> <p>Average file plan review= 3 points</p> <p>Basic demonstration = 1 point</p> <p>No submission = 0 points</p> 	5
	<ul style="list-style-type: none"> Scanning of records, Indexing of files (Metadata), Archiving, Use of Resources <p>Detailed in line with the requirements of the scope of work= 5 points</p> <p>Average file plan review= 3 points</p> <p>Basic demonstration = 1 point</p> <p>No submission = 0 points</p> 	5
	<ul style="list-style-type: none"> Training/ Skills transfer Plan <p>Detailed training plan which addresses all items = 5 points</p> <p>Average training plan which addresses any two items = 3 points</p> <p>Basic training plan which addresses one item = 1 point</p> <p>No submission = 0 points</p> <p>Bidders to submit training plan which addresses the electronic documents and file management, maintenance and support.</p> 	5
	<ul style="list-style-type: none"> E-Submission/document management Module, Storage, Search Functionality, Workflow <p>Detailed in line with the requirements of the scope of work= 5 points</p> <p>Average file plan review= 3 points</p> 	5

Terms of Reference for the Appointment of a service provider for off-site storage and scanning facilities of housing subsidy beneficiary application forms, project claim forms and project administration documents for a period of three (3) years

	Basic demonstration = 1 point No submission = 0 points		
3.	Electronic Document And Records Management System (EDRMS)		30
	<ul style="list-style-type: none"> Detailed approach and methodology = 10 points Basic approach and methodology = 5 points Non submission = 0 points 	10	
	<ul style="list-style-type: none"> Electronic solution - Rollout, Risks, mitigating factors and contingency plan = 10 points Detailed Rollout, Risks, mitigating factors and contingency plan = 10 points Basic Rollout and Risk Mitigating plan = 5 points Non provision of the above = 0 points 	10	
	<ul style="list-style-type: none"> Electronic solution rollout over 3 years on Gantt Chart = 10 points Detailed Gantt Chart of EDRMS Rollout , implementation, training, upgrades = 10 points Basic Gantt Chart = 5 points Non provision of the above = 0 points 	10	

Total = 80

Minimum qualifying requirement = 50

NB: only bidders who score 50 or more points out of 80 will qualify for site visit.

Part 2: Site Visit (20)

Site Visit	Description	Points
	<p>North West Department of Human Settlements will conduct a site visit and the following will be assessed on the below 5 items:</p> <ul style="list-style-type: none"> Existence of a storage facility and physical building. Waterproofed and Fire 	20

Terms of Reference for the Appointment of a service provider for off-site storage and scanning facilities of housing subsidy beneficiary application forms, project claim forms and project administration documents for a period of three (3) years

	<p>proofed building.</p> <ul style="list-style-type: none"> • Security alarm systems. • Fire Extinguishers. • The bidder must provide a fire detection and prevention plan <p>Scoring:</p> <p>All items addressed = 20 4 out of 5 items addressed = 16 3 out of 5 items addressed = 12 2 out of 5 items addressed = 8 1 out of 5 items addressed = 4 0 out of 5 items addressed = 0</p>	
Total = 20		
Minimum qualifying requirement = 10		
TOTAL POINTS FOR FUNCTIONALITY		100

NB: Only bidders who score 10 or more points out of 20 on the site visit will qualify for the next stage of evaluation, which is based on price and preference points.

Terms of Reference for the Appointment of a service provider for off-site storage and scanning facilities of housing subsidy beneficiary application forms, project claim forms and project administration documents for a period of three (3) years

STAGE 3 - PREFERENCE POINTS SYSTEM

Only qualifying bids will be evaluated in terms of **80/20 preference points system**.

PRICE	80
SPECIFIC GOALS: -	20
<hr/>	
TOTAL POINTS FOR PRICE, & SPECIFIC GOAL	= 100

NB:

The contract will be awarded to the tenderer scoring the highest points. If two or more tenderers score equal points the one that scores the highest points on specific goals will be considered for award. If two or more tenderers score equal points in all respects the award will be decided by the drawing of lots.

RECOMMENDED/ NOT RECOMMENDED

MR O.W.TABILE

CHAIRPERSON DBSC: Date: 25/03/2025

RECOMMENDED / NOT RECOMMENDED

MS S.D. MOKHADI

CHAIRPERSON DBAC: Date: 31/03/2025

APPROVED / NOT APPROVED

MS M.K. MAHLOBO

ACCOUNTING OFFICER: Date: 07/04/2025

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (c) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)