



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

DEPARTMENT	DEPARTMENT OF HUMAN SETTLEMENTS
TENDER DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR AN ELECTRONIC DOCUMENT AND RECORDS MANAGEMENT SYSTEM (EDRMS) FOR A PERIOD OF THIRTY-SIX (36) MONTHS
TENDER NUMBER	HLA 4/2/4-2024/02

BRIEFING SESSION	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	SESSION COMPULSORY	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
BRIEFING	VENUE	MICROSOFT TEAMS		TIME	11H00
	DATE	26 th June 2024			

CLOSING DATE	12 th July 2024
CLOSING TIME	11H00
VALIDITY PERIOD	120 DAYS

Notes:

- All bids / tenders must be deposited in the Tender Box at the advertised address:
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations 2022, the General Conditions of Contract (GCC) 2010 and, if applicable, any other special conditions of contract.
- The Gauteng Department of Human Settlements values the protection of personal information act (POPI act) and expects all tenderers to comply with the act.
- **ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**



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Tender Number	Service	Briefing Session	Closing Date
HLA 4/2/4-2024/02	The appointment of a service provider for an Electronic Document and Records Management System (EDRMS) for a period of thirty-six (36) months.	There will be a Compulsory Briefing Session on Microsoft Teams on the 26th June 2024 @ 11h00 . Bidders who are interested in applying for this tender must send in an application to the following email address infogdhus.tenders@gauteng.gov.za and copy Zwiitwa.Vele@gauteng.gov.za and Lerato.Mokoena5@gauteng.gov.za for Microsoft Teams invite for application for the briefing session by the 21st June 2024 or click on the link below to join: Join the meeting now	Date: 12 July 2024 Venue: Department of Human Settlements 11 Diagonal Street 17th Floor Reception Newtown, Johannesburg 2107

Documents can only be downloaded from Treasury website from: Website <http://e-tenders.gauteng.gov.za/Pages/Home.aspx> 2. E-mail tender.admin@gauteng.gov.za from the **14th June 2024** Completed tender documents clearly marked with the relevant reference number and placed in a sealed envelope must be deposited in the tender box on the 17th Floor Reception Department of Human Settlements ,11 Diagonal Street, Newtown, Johannesburg, 2107 no later than 11:00 on or before the relevant stipulated date above.

All enquiries related to the content of the Terms of Reference may be directed in writing for attention to infogdhus.tenders@gpgonline.onmicrosoft.com and copy Boitumelo.Jack@gauteng.gov.za and Gregory.Mathebula@gauteng.gov.za. SCM enquiries may be directed in writing for attention to Mr Zwiitwa Vele at Zwiitwa.Vele@gauteng.gov.za and Ms Lerato Mokoena at Lerato.Mokoena5@gauteng.gov.za and copy infogdhus.tenders@gpgonline.onmicrosoft.com. The bid number should be mentioned in all correspondences. Telephonic requests for clarification will not be accepted.

All the bids advertised will remain valid for 120 days from the official bid closing date. Only companies who have submitted all the information required will be considered for the evaluation process. Please note that should you be not contacted 120 days after the closing date, consider your bid unsuccessful. All shortlisted bidders may be subjected to undergo a security screening in terms of Section 2 (1)(b) of the National Security Intelligence Act 7 of 2002 as amended.



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IT IS A CONDITION OF BIDDING THAT –

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 1.5 Please note that not all Government Institutions will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, bidders must supply printed Tax Clearance Certificate**
- 1.6 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.



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REQUIREMENTS FOR REGISTERED BIDDERS ON CENTRAL SUPPLIER DATABASE PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER
DATABASE (CSD) NUMBER _____

Registered Suppliers to ensure that all details completed below are CURRENT

MANDATORY SUPPLIER DETAILS	
CSD Supplier number	
Company name (Legal & Trade as)	
Company registration No	
Tax Number	
VAT number (If applicable)	
Street Address	Postal Address
CONTACT DETAILS	
Contact Person	
e-mail address	
Telephone Number	
Cell Number	

NB: Bidders are requested to include their CSD reports in their submission of the tender documents.

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT

Name(s): _____

Signature(s): _____

Date: _____



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REPUBLIC OF SOUTH AFRICA

Submission of Financial Statements

Where applicable the latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than three years, then the financial statement for the two years of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS

BID NUMBER:	HLA 4/2/4-2024/02	CLOSING DATE: 12 July 2024		CLOSING TIME: 11h00
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DESCRIPTION	The appointment of a service provider for an Electronic Document and Records Management System (EDRMS) for a period of thirty-six (36) months.
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

11 Diagonal Street, 17th Floor Reception

New Town

Johannesburg

2107

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON: **Zwiitwa Vele**

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

Zwiitwa.vele@gauteng.gov.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON: **Vimal Kassen and Boitumelo Jack**

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

Boitumelo.Jack@gauteng.gov.za and
Gregory.Mathebula@gauteng.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

ARE YOU THE
ACCREDITED
REPRESENTATIVE IN
SOUTH AFRICA FOR
THE GOODS
/SERVICES
OFFERED?

Yes

No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED
SUPPLIER FOR THE GOODS
/SERVICES OFFERED?

Yes

No

[IF YES, ANSWER THE QUESTIONNAIRE
BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES 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, 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.....

PRICING SCHEDULE
(Professional Services)

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

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

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

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

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

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

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

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

TOTAL: R.....

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

Name of Bidder:

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

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

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

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 **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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:

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point

system is applicable, corresponding points must also be indicated as such.

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

SPECIFIC GOAL	ACHIEVEMENT LEVEL	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Persons historically disadvantaged on the basis of Race	100% black ownership	15	
	75% - 99% black ownership	12	
	60% - 74% black ownership	9	
	51% - 59% black ownership	6	
	0 – 50% black ownership	0	

SPECIFIC GOAL	ACHIEVEMENT LEVEL	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Persons historically disadvantaged on the basis of Gender	100% women ownership	5	
	75% - 99% women ownership	4	
	60% - 74% women ownership	3	
	51% - 59% women ownership	2	
	0 – 50% women ownership	0	

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:

TERMS OF REFERENCE
FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR AN ELECTRONIC
DOCUMENT AND RECORDS MANAGEMENT SYSTEM (EDRMS) FOR A PERIOD OF
THIRTY-SIX (36) MONTHS

1. INTRODUCTION

The purpose of this document is to outline the Terms of Reference (TOR) for the appointment a service provider for the provisioning of back scanning, Indexing and Archiving of Departmental records, current active files, as well as to develop an EDRMS software solution for the Gauteng Department of Human Settlements.

2. BACKGROUND

The Gauteng Department Human Settlements has currently implemented an Electronic Records Management System which has an approximate 14 million images in the DataStor, including historical images. The records in reference are for almost all business units in the Department.

The format of records has changed to digital hence the Department is undertaking to scan records, index, and archive them online for easy access and retrieval. The appointed Bidder will be required to convert the remaining hardcopy files to electronic/digital format and build a solution for born digital records.

This will ensure the protection of information control and improve on compliance by reviewing the file plan and build it in the infrastructure, and the business processes of all business units as well as the functionality of the software in line with records management standards. The appointed bidder will be required to provide training for skills transfer.

Unless under compelling circumstances, for instance in case of a disaster that will lead to departmental facility shutdown and production will be affected, then the bidder's premises may be used, GDHS will conduct assessment of the facility and provide authorisation in writing for protection of departmental information. In case the bidder's facility is used as an alternative, costing should feature in the total cost of the project.

3. STATUTORY AND REGULATORY FRAMEWORK ON RECORDS MANAGEMENT

- Section 195 of The Constitution, 1996
- The Gauteng Provincial Archives and Records Service Act, (Act. No. 5 of 2013)
- 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)

4. SCOPE OF WORK

The below specification highlights the deliverables of the project. Conversion of the physical records to electronic/digital format. There are approximately six (6) million hard copy pages to be scanned and migrated into the solution. The following are the requirements to be met by the appointed bidder.

PART 1 - Functions of the Solution.

PART 2 - Software, and Maintenance and Support requirements.

PART 3 - Registry Infrastructure.

4.1 PART 1 - Functions of the Solution

4.1.1 File Plan Review in line with the new approved Structure

- Analysing the new structure and reviewing the old file plan to amend it in line with the new functions in the new approved structure to be furnished to the Bidder upon appointment.
- System should create file plan utilizing new File Plan and industry best practice (N/B Reviewing of a new File Plan and that should be in line with Functional Subject Based File Plan through utilising a newly approved structure of the Department.

4.1.2 Scanning of records

- The proposed scanning solution should support all commonly used file formats like OFFICE, PDF, TIFF, JPEG, GIF, BMP, etc. and all types of content including HTML and XML, graphics, multimedia, other types of records.
- Also Scanned records should have compression mechanisms or files should be compressed.
- Integration between scanner and EDRMS, so that scanned documents are automatically received in the EDRMS.
- Batch scanning with barcode separator sheets and direct automatic linking of scan to a registration card.
- High speed scanning and linking to registration card also for double-sided originals with a blank page detection/ remover.
- Automatic Optical Character Recognition (OCR) and full-text indexing of scans
- Image Capture Software can process fast high-volume scans and capable of handling large scans with up to 100 MB. Minimum requirement is to process fast 100 double sided pages of text and tables/graphs in the batch scanning mode with the blank page remover.

4.1.3 Indexing of files (Metadata)

- Indexing must be in line with the current matrix on all business units.
- Registration card allows mandatory metadata as specified in the Matrix.
- Registration interface for metadata for all types of documents (electronic and paper documents), which all staff can use without specific training.
- Linking of different registration cards to each other, especially in the case of a reply to an incoming mail.
- Linking of a registration card to a classification file.
- Authority to make changes in the filing structure and transfer of records to new or modified files can be limited to the administrator.
- Life cycle management of documents (automatic tracking of retention, transferral and destruction periods).
- Audit trail of complete lifecycle.
- Customization and modification (add or delete fields, change labelling, confidentiality settings) in the metadata fields of the registration card are limited to the GDHS database administrator role.
- Safety mechanism prohibiting changes to the retention schedule by mistake or unauthorized users.

4.1.4 Archiving

- The scanned copies with an existing 1 TB to be integrated to the proposed EDRMS Solution of GDHS. The information currently resides on the department's server in the cloud.
- The system should have a functionality to archive records following any industry best practices.
- In line with the following SANS Standards:
 - SANS (ISO) 15489 Records Management Standard,
 - SANS (ISO) 23081 Metadata for Records; and

- SANS (ISO) 15801 Trustworthiness and Reliability of Records Stored Electronically.

4.1.5 Resources

- The bidder is expected to bring own resources; functional speed scanners, computers, printers, hard drive (in duplication), labelling machines, archival boxes, technical personnel/staff and any other resources necessary for the project.

4.1.6 Training/ Skills transfer

- Bidder to train technical personnel to be assigned by GDHS to ensure continuity and sustenance of records scanning and online archiving.
- Records Management and ICT Staff to be provided with Skills Transfer on Technical part of the solution.
- Records Management Team, ICT Team as well as End Users to be fully trained on the full operation of the solution.
- Bidder in conjunction with GDHS organisational efficiency and RM unit to conduct end to end change management in the implementation of the project.
- The training should be accompanied with a training manual on operations of the solution.

4.1.7 E-Submission/document management Module

Building of business processes in the System through consultation at Directorate Level and that is E-Memos, E-Submissions, E-letters. It should be born digital including audit trail.

- Full automation of routing process of submissions.
- Creation of an automated submission file based on the department's templates.
- Creation of a complete memorandum online through the e-Submission service.

- Ability to upload a prepared submission into the e-Submission solution.
- Approving and amending of memorandums through the solution.
- Provide notifications and alerts to users when submissions are waiting for Recommendation/ Approvals or is overdue.
- Tracking all activities through the life cycle of a submission.
- Send escalations and notifications to approver on documents pending their signature.
- Generate time-based, result-oriented reports.
- Accessibility of reports and distribution through system roles, which enable a high level of control and security over how information is being distributed across the enterprise.
- Control access to the service by One-Time-Password – (OTP), email verification, or other secure mechanisms.
- Attach and uploading any supporting documentation electronically.
- Escalate submissions if not responded to within required timeframes and if the person is on leave.
- Interface with provincial ESS System to determine if a recommender or approve is on leave.
- Consist of Workflow Process that include: (Routing, Re-Routing, Approval, Referral, Notification, Alerts).
- Signing of submissions and attachments using digital signatures.
- Tracking of submissions while on route.
- Ability to allow working through most modern browsers and an App for Android or iOS devices.
- Ability of working off-line.
- Ability to sign submissions and annexures digitally.
- Ensure that the created memos, letters are stored on same location/storage within the record. The retrieved documents should be emailed within records management workspace to the requester.

- Have a function that can allow the creator of a submission to search the record with Intelligent Search and attach it as reference/ POE during the creation of memo.

4.1.8 Storage (Electronic and Physical)

- Bidder should be able to advise the department with the correct storage requirements.
- All file formats currently used by the Department are storable in the database (MS Office formats, Adobe suite formats, OpenDocument format, tiff).
- Ability to store single documents with up to 500 MB size.
- Full text indexing to be carried out in the document types (MS Office formats, Adobe suite formats, OpenDocument format) most frequently used by the GDHS.
- Guarantee of the authenticity of stored documents.
- Administration of physical paper archives. The creation of registration cards must include metadata on title, subject, location, confidentiality, retention and volume and produce a visible unique identifier for the document.
- Interfaces to common backup software, compatible with GDHS system requirements.
- Physical file storage residing in the off-site storage to be catered for approximately 16 000 archival boxes.

4.1.9 Search Functionality

- Free text search using a search engine that indexes the content in the document database enabling efficient retrieval.
- Simple search function with web browser interface following the XHTML 1.0 transitional specification.
- Advanced search in metadata fields.

- Full text search in various common formats currently used by the GDHS (MS Office formats, Adobe suite formats, OpenDocument format) Highlighting of searched words in the results.
- Clear display of registration card with metadata and easy link (e.g., through an icon) to the attached documents.
- Ensuring that the searched/retrieved documents can be send to any requester in specified formats (e.g., pdf). Also, if possible, the retrieved documents should be emailed within records management if technology allows.

4.1.10 Workflow

- Workflow Management.
- Creation of different action codes (attributions) for different tasks with different automatic deadlines (e.g., today's date plus 14 days).
- A workflow example would be a registered letter that is first attributed by the Document Management Officer to a Person A and then attributed from Person A by Person A to Person B with the assignment to draft a reply within a given deadline.
- Possibility to attribute one document to several persons with different action codes.
- Attributed persons can themselves close attributions and make re-attributions to different staff members indicating the dates of attribution and closure as well as the name of the person who made them clear overview in one window of the registration card of the attributions, deadlines and closing dates of one document.
- Automatic e-mail notification of persons attributed indicating key metadata of the record and hyperlinked to registration card.
- Clear overview in one window of all attributions to a person or to a department (reminders diary).
- Search for persons/departments and their attributed, closed, open and overdue attributions.
- Version control for documents.

4.2 PART 2 – Software, and Maintenance and Support requirements

Table 1:

Software Requirements	Maintenance and Support Requirements
<ul style="list-style-type: none"> • Web Application functionality and associated licensing. • Inclusion of all User Licensing. • Operate on full Microsoft Stack. • Database must reside on MS SQL. • Must be Agile and compatible to latest Technologies and associated licensing. • The service and solution must be fully managed and hosted on the departments cloud-based hosting environment. Operating system and database licensing will be provided by GDHS, all other required licensing to be included by the bidder. • Compatible to Microsoft Platforms. e.g., Windows 10 & above. • Solution must be accessible through the Internet 24/7 through SSL and associated licensing. • Digital signature functionality and associated licensing. 	<p>Maintenance and Support on the EDRMS solution by the bidder:</p> <ul style="list-style-type: none"> • Updating of software and patches - GDHS will update server and end-user operating system and database patches and updates. Bidder will update EDRMS application, supporting applications or any other dependent propriety application/software in relation to patches and updates. • Monthly site visit to conduct testing utilising a test checklist on all system functionality, health checks, and capacity planning and monitoring, in conjunction with identified GDHS stakeholders. • Submission by bidder of Documentation & Architecture / Design of EDRMS solution and updating thereof when required. • Submission by bidder of all documentation and license information. • Submission of EDRMS system source code and all system and technical login credentials. • Monthly business and technical reports are produced by bidder on the scope of work and deliverables which will be quality checked and signed-off by GDHS. • Participate in GDHS disaster recovery (DR) testing in relation to EDRMS.

Software Requirements	Maintenance and Support Requirements
	Maintenance and support to be provided for a period of thirty-six (36) months, billed annually.

4.3 PART 3 - Registry Infrastructure

Registry Equipment/ Infrastructure

To be provided upon request by the Department at the very last stage of the project at an identified designated area. This comprises of the following:

SPECIFICATION ON EQUIPMENT

Table 2:

Item	Details	Comments
Infrastructure	<ul style="list-style-type: none"> • Shelving on a 90 square metres. • 89 Bays. • 7 Shelves per Bay. • 8 Openings per Bay. • 7,52 metres per day. • 669.28 m filing metres. • Setting up of bulk filers. 	<ul style="list-style-type: none"> • Records Inventory and Classification. • Alignment to Records Management Policy and Procedure.
Registry Equipment	<ul style="list-style-type: none"> • 7 x Handheld barcode scanners. • 7 x Keyboard wedge scanners. • 7 X Commercial Image Scanners. • Setting up or installation of registry electronic equipment. 	<ul style="list-style-type: none"> • Barcoding. • Scanning. • Track and Trace of all registered files. • Full audit log of all user activity. • 3-year extended warranty.

		<ul style="list-style-type: none"> Commercial scanners to be out on rent which includes maintenance.
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5. GENERAL REQUIREMENTS

- The bidder is expected to deliver the procurement documents, in accordance with the scope of work as outlined above.
- Security Measures:** Under no circumstance a physical record and or digital information will leave the GDHS premises without authorisation.
- GDHS will provide work facilities for the appointed bidder and or authorised the utilisation of bidder facility should it be required.

6. EVALUATION METHODOLOGY

THE STAGED APPROACH TO BE APPLIED IN THE EVALUATION OF BIDS:

The evaluation of bids will be done in terms of the PFMA, the GDHS Supply Chain Policy (SCM Policy for Infrastructure Procurement and Delivery Management) and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential Procurement Regulations, 2022.

The first stage will be the evaluation of bids on **Mandatory Compliance, Administrative Compliance and Functionality Evaluation**. During these stages, bids that do not meet the mandatory compliance requirements will be disqualified and will not be considered for further evaluation on Functionality. Bids not meeting the minimum threshold of **70 points** on Functionality will not qualify for the Price and Preference (Specific Goals) evaluation process.

Bids will be evaluated in three (3) stages as listed below:

- Stage 1A: Administrative Compliance
- Stage 1B: Mandatory Compliance
- Stage 2: Functionality/Technical Evaluation
- Stage 3: Price and Preference (Specific Goals)

6.1 Stage 1A: Administrative Compliance

Administrative compliance comprises of checking if bidders have complied with the requirements as listed below. Non-compliance will not result in disqualification.

- Complete, sign and submit Standard Bidding Documents (SBD) documents, i.e.
 - SBD 1 - Invitation to Bid.
 - SBD 3.3 – Pricing Schedule (Professional Services).
 - SBD 6.1 – Preference Points Claim Form.
- Proof of a valid SARS Tax Compliance Status (TCS) pin.
- Proof of registration with Central Supplier Database (CSD).
- Company CIPC registration documents.
- Company profile.
- Valid BBEE Certificate or sworn affidavit.
 - NB: In the case of Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black-owned, then no B-BBEE Certificate is required as a valid Sworn Affidavit signed by the QSE representative and attested by a Commissioner of Oaths in line with the justices of the Peace and Commissioners of Oaths Act, 1963 will suffice. If the QSE is less than 51% black-owned, then the bidding entity will be required to provide a valid B-BBEE Certificate (issued by an agency accredited by SANAS).
 - Only B-BBEE Status Level Verification Certificates issued by agencies accredited by SANAS will be accepted.
 - In case of a consortium or joint venture, all bidders must submit a valid consolidated B-BBEE Status Level Verification Certificate

issued by an agency accredited by SANAS will be accepted. Sworn Affidavit for a, consortium or Joint Venture are NOT allowed.

- A sworn affidavit as explained above is to be signed by a commissioner of oath on the same date as the deponent.

6.2 Stage 1B: Mandatory Compliance

Bidders must fully comply with mandatory requirements as listed below, failure to comply will result in bidders being eliminated and will not be considered for further evaluation.

- Pricing Schedule provided by the Bidder.
- SBD 4 – Bidders Disclosure Form (Fully completed and signed)
- Submission of a joint venture/consortium agreement signed by all parties to the agreement (where bidders submit proposals as such). Lead partner to be clearly indicated as well as the proposed revenue split.

NB: Bid price offers must be for the full implementation of EDRMS as stipulated in the Scope of Work.

6.3 Stage 2: Functionality/Technical Evaluation

To assess the ability of each bidder to successfully execute the contract according to the scope of work, bidders will be evaluated using the functionality/technicality criteria stipulated in the table below. Failure to score a minimum of **70 points** will result in the bidder being disqualified and they will not be considered for appointment.

A. APPROACH AND METHODOLOGY	
Bidders must be able to demonstrate through a detailed implementation business proposal which responds to the following:	50
<p>As per PART 1 - Scope of Work:</p> <p>4.1.1 File Plan Review in line with the new approved Structure = 5 points Detailed in line with the requirements of the scope of work= 5 points Average file plan review= 3 points Basic demonstration = 1 point No submission = 0 points</p> <p>4.1.2 Scanning of records = 5 points</p> <p>4.1.3 Indexing of files (Metadata) = 5 points</p> <p>4.1.4 Archiving = 5 points</p> <p>4.1.5 Resources = 5 points</p> <p>4.1.6 Training/ Skills transfer = 5 points Detailed training in line with the requirements of the scope of work = 5 points Average training = 3 points Basic training = 1 point No submission = 0 points</p> <p>4.1.7 E-Submission/document management Module = 5 points</p> <p>4.1.8 Storage = 5 points</p> <p>4.1.9 Search Functionality = 5 points</p> <p>4.1.10 Workflow = 5 points</p>	
B. TRACK RECORD AND EXPERIENCE	
<p>Bidders must provide Letter(s) of Appointment/Contract/Purchase Order with corresponding Letter(s) of Reference on the demonstration of their capabilities in</p> <p>(i) Enterprise Records Management and</p> <p>(ii) Electronic Document and Records Management Systems.</p> <p>NB: Bidders cumulative experience of all submitted letter(s) of appointment(s) with corresponding reference letter(s) will be considered for the allocation of points.</p>	10

<p>8 years or more experience = 10 points</p> <p>6 to 7 years or more experience = 7 points</p> <p>4 to 5 years or more experience = 5 points</p> <p>1 to 3 years or more experience = 3 points</p> <p>Less than 1 year or no experience = 0 points</p>	
C. PROJECT MANAGEMENT	
<p>Bidders must be able to demonstrate on how the Project Management of the Solution is going to be executed. Bidders must include a detailed implementation project plan as part of the proposal.</p>	40
<ul style="list-style-type: none"> • EDRMS Solution (On the EDRMS Solution, bidders are to demonstrate on the approach and methodology guided by Table 1 of Part 2 of the Terms of Reference). <ul style="list-style-type: none"> Detailed approach and methodology = 10 points Basic approach and methodology = 5 points Non submission = 0 points • Project Schedule on Gantt Chart = 10 points • Implementation/phased roll-out plan with the following activities = 10 points <ul style="list-style-type: none"> i. Define objectives, ii. assessment, iii. stakeholders, iv. timelines, v. communication plan, vi. testing, vii. monitoring and feedback, viii. contingency 	

Roll-out plan with all 8 activities = 10 points	
Roll-out plan with 7 activities = 8 points	
Roll-out plan with 6 activities = 6 points	
Roll-out plan with 5 activities = 4 points	
Roll-out plan with 4 activities = 2 points	
Roll-out plan with less than 4 activities = 0 points	
<ul style="list-style-type: none"> • Deliverables for all phases and required resources i.e. ((i) Hi-speed scanners, (ii) computers, (iii) printers, (iv) hard-drive (in duplication), (v) labelling machines, (vi) archival boxes, (vii) technical personnel/staff and (viii) any other resources necessary for the project) = 5 points 	
Less 1 resource = 4 points	
Less 2 resources = 3 points	
Less 3 resources = 2 points	
Less 4 or more resources = 0 points	
<ul style="list-style-type: none"> • Risks, mitigating factors and contingency plan = 5 points 	
<ul style="list-style-type: none"> • Non provision of the above = 0 points 	
Minimum Threshold	70
Total Points	100

6.4 Stage 3: Price and Preference (Specific Goals)

The 80/20 preference point system will apply for this tender, where a maximum of 80 points will be awarded for price and a maximum of 20 points will be awarded for specific goals.

Points for price will be calculated as follows:

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

Where

- P_s = Points scored for price of tender under consideration;
 P_t = Price of tender under consideration; and
 P_{\min} = Price of lowest acceptable tender.

Specific Goals Points will be allocated as follows:

SPECIFIC GOAL	ACHIEVEMENT LEVEL	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Persons historically disadvantaged on the basis of race	100% black ownership	15	
	75% - 99% black ownership	12	
	60% - 74% black ownership	9	
	51% - 59% black ownership	6	
	0 – 50% black ownership	0	

SPECIFIC GOAL	ACHIEVEMENT LEVEL	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Persons historically disadvantaged on the basis of gender	100% women ownership	5	
	75% - 99% women ownership	4	
	60% - 74% women ownership	3	
	51% - 59% women ownership	2	
	0 – 50% women ownership	0	

Bidders are required to submit the following as proof of ownership to score points on specific goals.

- Founding documentation of the company with which the ownership is listed
- Valid B-BBEE Certificate issued by SANAS accredited verification agencies or sworn affidavit In the case of EMEs and QSEs.
- a certified copy of the ID-document(s) of Director(s).

NB:

- **A valid B-BBEE Certificate (in case of JV a consolidated B-BBEE certificate) issued by a SANAS accredited verification.**
- **Ownership will also be verified against CSD.**

7. PROJECT DURATION

The project duration will be for a period of thirty-six (36) months.

8. PRICING

Bidders are required to quote for the **full implementation** of this scope.

9. SECURITY SCREENING

The Department reserves the right to conduct a security screening on the appointed bidder.

10. BRIEFING SESSION

A **compulsory** virtual briefing session will be held (link to be provided).

11. SUBMISSION OF BIDS

Bids must be submitted in hard copies containing the technical proposal and pricing schedule.

The submissions must be clearly marked with the tender name and the tender number and hand delivered at the following address:

Gauteng Department of Human Settlements

17th Floor Reception

11 Diagonal Street

Newtown

Johannesburg

2107

NB * NO ELECTRONIC BIDS WILL BE ACCEPTED

*** NO LATE SUBMISSIONS SHALL BE ACCEPTED**

12. ENQUIRIES

Technical enquiries should be forwarded in writing to:

infogdhus.tenders@gpgonline.onmicrosoft.com and copy Mr Boitumelo Jack @ Boitumelo.Jack@gauteng.gov.za and Mr Gregory Mathebula @ Gregory.Mathebula@gauteng.gov.za

SCM enquiries should be forwarded in writing to:

infogdhus.tenders@gpgonline.onmicrosoft.com and copy Zwiitwa Vele @ Zwiitwa.Vele@gauteng.gov.za or Lerato Mokoena @ Lerato.Mokoena5@gauteng.gov.z

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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

General Conditions of Contract

1. Definitions

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

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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

(b) a cashier's or certified cheque

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

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

- 11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or onsite, 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.

