



**nhc**

National Heritage Council  
SOUTH AFRICA

**an agency of the**  
Department of Sport, Arts and Culture

# NATIONAL HERITAGE COUNCIL

**BID NUMBER: NHC/09/11/2023**

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## SERVER UPGRADE, MIGRATION AND VIRTUALISATION

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**Bidder Name:** \_\_\_\_\_

**CSD Number: MAAA**\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Contact Number:** \_\_\_\_\_

**YOU ARE INVITED TO SUBMIT A BID TO THE NATIONAL HERITAGE COUNCIL OF SOUTH AFRICA, A SCHEDULE 3A PUBLIC ENTITY IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT (PFMA)**

**BIDDERS TO TAKE NOTE:**

**BID NUMBER: NHC/09/11/2023**

**CLOSING TIME: 11:00AM**

**CLOSING DATE: 14 DECEMBER 2023**

**BIDS RECEIVED AFTER THE CLOSING DATE AND TIME ARE LATE AND WILL, AS A RULE, NOT BE ACCEPTED FOR CONSIDERATION**

DOCUMENTATION MUST BE SUBMITTED ON THE eTENDER PORTAL BY FOLLOWING THE FOLLOWING LINK: <https://admin.etenders.gov.za/Tenders>.

No hand delivered, facsimile, emailed or couriered bid proposals will be accepted.

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Bidders shall ensure that the bid proposal is submitted on the eTender portal timeously.

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**BIDDERS WILL SUBMIT BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE**

*Bids by hand, telegram, facsimile or other similar apparatus will not be accepted for consideration.*

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**BRIEFING SESSION TO BE HELD:**

**DATE: 2023-11-30**

**TIME: 12:00AM**

**TEAMS LINK: [Click here to join the meeting](#)**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	NHC/09/11/2023	CLOSING DATE:	2023-12-14	CLOSING TIME:	11:00am
DESCRIPTION	SERVER UPGRADE, MIGRATION AND VIRTUALISATION				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
NATIONAL HERITAGE COUNCIL					
1 <sup>ST</sup> FLOOR, 353 FESTIVAL STREET					
HATFIELD					
PRETORIA					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms. Corné van Huyssteen		CONTACT PERSON	Mr. Nceba Gawula	
TELEPHONE NUMBER	012 748-3949		TELEPHONE NUMBER	012 748-3949	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:c.vanhuysteen@nhc.org.za">c.vanhuysteen@nhc.org.za</a> or <a href="mailto:procurement@nhc.org.za">procurement@nhc.org.za</a>		E-MAIL ADDRESS	<a href="mailto:n.gawula@mhc.org.za">n.gawula@mhc.org.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>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.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p>

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

SIGNATURE OF BIDDER: .....

CONTACT PERSON: ..... (Name in print)

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## NOTICE AND INVITATION TO BID

### THE NATIONAL HERITAGE COUNCIL INVITES BIDDERS FOR THE PROVISION OF:

<b>Project Name</b>	Server upgrade, migration and virtualisation
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<b>Bid No:</b>	NHC/09/11/2023	<b>Closing Date:</b>	2023-12-14 @ 11:00am
<b>Advertising date:</b>	2023-11-22	<b>Validity Period:</b>	90 days

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

<input type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully signed and signed in black ink (All as per Standard Conditions of Bid).
<input type="checkbox"/>	The bid offer must be clearly completed by the bidder, with clear specification of the financial offer in terms of rental and tenant installation allowance offered by the bidder and the bid documents must be duly signed in black ink, by the bidder. The offer shall be submitted as per the bid questionnaire which form part of the bid documents.
<input type="checkbox"/>	The building must be within the geographical boundaries specified in the bid document (within 30km radius of the current building occupied by the NHC
<input type="checkbox"/>	Submission of applicable Resolution by the Legal Entity, or consortium / joint venture, authorizing a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input type="checkbox"/>	Submission of SBD 4: Declaration of Interest
<input type="checkbox"/>	PMP certification. Proof to be included
<input type="checkbox"/>	Microsoft Engineer: MCSE Server Certificate. Proof to be included
<input type="checkbox"/>	CompTIA N+ or CompTIA A+ Certification. Proof to be included
<input type="checkbox"/>	SAN / NAS Administration Certification. Proof to be included
<input type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD)
<input type="checkbox"/>	Compliance with pre-qualification criteria for Preferential Procurement

## THE NATIONAL HERITAGE COUNCIL INVITES BIDDERS FOR THE PROVISION OF:

<b>Project Name</b>	Server upgrade, migration and virtualisation		
<b>Bid No:</b>	NHC/09/11/2023	<b>Closing Date:</b>	2023-12-14 @ 11:00am
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### 1. INTRODUCTION

The National Heritage Council (NHC) is a Schedule 3A public entity and a juristic person that came into existence through an amendment of the Cultural Laws Second Amendment Act 2001 (Act 69 of 2001), and was officially constituted through the National Heritage Council Act of 1999 (Act 11 of 1999) and employing about forty-seven (47) staff compliment with the potential to grow to sixty (60). NHC is under the Department of Sport, Arts and Culture (DSAC).

The NHC is responsible for the preservation of the country's heritage. The important areas that the NHC focuses on are policy development for the sector to meet its transformation goals, public awareness and education, knowledge production in heritage subjects that were previously neglected, as well as making funding available to projects that place heritage as a socio-economic resource.

The NHC requires the services of a qualified experienced and accredited service provider for the Server upgrade, migration and virtualisation.

### 2. COMPULSORY REQUIREMENTS

Bid proposals that does not comply with the following compulsory requirements will be regarded as a non-responsive Bid proposal:

- 2.1 Valid current Tax compliance status pin code for verification of tax compliance status with SARS;
- 2.2 Only suppliers registered on the Central Supplier Database (CSD) will be considered. Suppliers must include with their quotation/proposal their Master Registration number as proof of registration on CSD.
- 2.3 Completed and signed Standard Bidding Documents (SBD) forms included with the bid document.
- 2.4 Supporting documentation for technical responses.

2.5 Proof of registration with professional bodies must be included.

### **3. LEGISLATIVE FRAMEWORK OF THE BID**

The following legislation, but not limited to, the following must be adhered to:

- 3.1. The Constitution of the Republic of South Africa;
- 3.2. Public Finance Management Act, 1999 (Act no 1 of 1999) as amended by Act 29 of 1999 (PFMA);
- 3.3. The Treasury Regulations (TR) issued in terms of the PFMA;
- 3.4. Compliance with the South African National Standards (SANS) where applicable.
- 3.5. Compliance with the Occupational Health and Safety Act, 1993

### **4. COMPLIANCE WITH GENERAL CONDITIONS OF CONTRACT**

No alteration, variation or amendment of the Contract (of which this bid represents the offer) shall be permitted unless otherwise agreed to in writing. Should the prospective bidder, in the case of non-compliance, wish to make any amendments to the conditions stipulated by the NHC in this bid, which shall form the offer element of a Contract and if it is accepted by the NHC, then such proposed amendments shall be clearly stipulated by the prospective bidder and where possible, stating the increase or decrease in the cost (included in “Financial proposal” involved by such proposals. The NHC reserves the right to reject such submissions.

**Misrepresentation of facts will result in disqualification and cancellation of the Contract.**

### **5. NATIONAL HERITAGE COUNCIL LIABILITY**

The NHC does not bind itself to accept the lowest or any bid proposal, nor to assign any reason for the rejection of a bid proposal, nor shall it be responsible for or pay expenses or losses that may be incurred by the prospective bidder in the preparation and delivery of its submission.

### **6. SUBMISSION ACCEPTANCE**

No submission shall be deemed to have been accepted, unless and until a formal appointment letter is issued to the successful bidder. Submissions shall remain

open for acceptance by the NHC for a period of 90 (ninety) days from the date on which they are returnable in terms of this bid.

## **7. PRICES**

**(To be included in the “Financial Proposal” envelope.**

Bidders shall indicate the basis on which the services will be charged. In this regard the following information shall be provided:

- 7.1. The bidder shall reflect service discounts that they will offer throughout the contract duration.
- 7.2. Bidders submissions must reflect the detailed breakdown of the bid price as per the pricing guide provided in the bid document.
- 7.3. Prices must include VAT, it if is applicable and all other costs related to the execution of the required services.
- 7.4. The Bidder agrees not to change the price with VAT or any other TAX subsequent to submitting the tender. This includes subsequent VAT registration.
- 7.5. All prices quoted are to be in South African Rand (ZAR) and inclusive of Value Added Tax (VAT).
- 7.6. This is a fixed price tender. No change in the prices submitted shall be considered after the closing date of the bid or after receipt of the response to the bid submission within the validity period of the bid.
- 7.7. Bidders shall ensure that the bid price is valid for the duration of the project.
- 7.8. The Bidders shall include with the “Financial Proposal” an implementation plan linked to the pricing as per the pricing guide. No services may be rendered without the acceptance of the implementation plan in order for a NHC purchase order to be issued. No services may be rendered without a purchase order.

## **8. TERMS OF ENGAGEMENT**

- 8.1. The successful bidder shall not take more than one (1) month from date of bid award unless otherwise indicated and agreed between the bidder and the NHC.
- 8.2. The bidder shall be available for consultation with the NHC representative.
- 8.3. The Bidder shall manage confidential all data, information and insights gained in execution of work for the NHC.

- 8.4. NHC retains the right to negotiate with the successful bidder for partial execution of the proposal.
- 8.5. NHC retains the right to enter into a non-exclusive agreement with bidders that do not restrict the procurement of goods and services from other service providers.
- 8.6. NHC retains the right to require the bidder to obtain permission in writing from the NHC prior to replacement of individuals proposed for execution of the bid.

## 9. CONTENTS OF THE SUBMISSION

- 9.1. Proposals shall include all relevant information about the bidder, which is thought appropriate to assist the NHC to assess its capabilities, capacity, outputs, value adding abilities, competitive advantage, etc.
- 9.2. The proposals presented are to be comprehensive and should describe the methodology to be followed in doing the following:
  - 9.2.1. The breakdown of the complete terms of reference with associated cost. (Cost included as part of the “Financial proposal” envelope.
  - 9.2.2. All Standard Bidding Documents (SBD) must be completed and signed.
- 9.3. The proposals presented are to be as comprehensive as possible and NHC reserves the right to request the Bidder to provide more details.
- 9.4. Bidders shall adhere to the conditions stipulated in the General Conditions of Contract as prescribed by the National Treasury.
- 9.5. Bidders must ensure that the complete bid document is submitted with all additional required information and any other documents that the bidder wishes to supply to substantiate or clarify specific aspects in the proposal.
- 9.6. **Failure to submit all the signed and completed Standard Bidding Documents and / or any required documentation will result in disqualification.**

## 10. APPROACH AND METHODOLOGY

Bidders should propose a comprehensive approach and methodology regarding the required server upgrade, migration and virtualisation. **Bidders should also indicate proactive goodwill services expected to be provided to the NHC.**

## **11. TRACK RECORD**

Bidders shall provide a list of companies for which rental of Office Accommodation of commercial office space have been rendered / provided for.

## **12. AMPLIFICATION OF SUBMISSIONS**

The NHC may, after the opening of submissions, call on the prospective bidder to amplify in writing any matter which is not clear in the prospective bidder's submission and such amplification shall form part of the original submission. In the event of the prospective bidder failing to supply such information, the submission will be liable to rejection.

## **13. COST OF PROPOSAL**

Bidders shall bear the cost associated with the preparation and submission of their proposals, the NHC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bid.

## **14. BID DOCUMENTS**

This document in its entirety serves as the complete bid document. Proposals offering only part of the requirements will be rejected. The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this document. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of their proposal.

## **15. DOCUMENTS COMPRISING THE PROPOSAL**

In preparing the technical and price components of the submissions, all references to descriptive material and brochures should be included in the appropriate response paragraph, although material documents themselves may be provided as annexes to the proposal / response. Bidders are requested to focus on the provision of relevant information and to limit the amount of marketing and "boilerplate" material. The successful bidder's proposal may be incorporated in whole or in part in the final contract. Any information that the Bidder considers propriety should be marked as such.

## **16. INFORMATION**

Information that the bidder considers propriety, if any, should be clearly marked "propriety" next to the relevant part of the text and it will be treated as such accordingly.

## **17. PERIOD OF VALIDITY**

Proposals shall remain valid for ninety (90) days after the date of proposal submission. A proposal valid for a shorter period may be rejected by the NHC on the grounds that it is non-responsive.

In exceptional circumstances, the NHC may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

## **18. FORMAT AND SIGNING OF PROPOSALS**

The bidder shall submit the bid proposal on the eTender portal and ensure that the financial proposal is submitted separately. All documentation must be signed in ink.

## **19. INTERLINEATIONS**

A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the proposal.

## **20. PAYMENTS**

The successful bidder shall be paid upon submission of an invoice for each transaction of satisfactory work detailed in the scope.

## **21. DUE DILIGENCE EXERCISE**

The NHC reserves the right to perform due diligence exercise for the purpose of appointing a credible bidder.

## **22. CANCELLATION OF THE BID**

The NHC reserves the right to cancel the bid at any time of the process should be recommended bidders fail to meet the requirements of the bid.

## **23. SITE INSPECTION**

The NHC reserves the right to conduct a site inspection to the premises of the recommended bidder and/or the recommended bidder's clients at any given time.

## **24. SUB-CONTRACTING / JOINT VENTURE BUSINESS**

Bidders must ensure that both / all bidders submit their tax compliant pin numbers, standard bidding documents and Central Supplier Database report.

## **25. SIGNING OF THE SERVICE LEVEL AGREEMENT**

The successful bidder will be expected to sign the service level agreement within ten (10) working days after receiving the appointment letter from the NHC.

The NHC will then send the letter of award to the preferred bidder with two (2) copies of the completed version of the said contract specimen and the preferred bidder will be firmly obliged to duly sign, initial and properly date both copies of the same and return them to the NHC for its signature within ten (1) working days of their receipt of the said documents, failing which the NHC will be entitled, in its sole and total discretion and without further notice to such preferred bidder to write to such preferred bidder, summarily withdrawing the tender award, due to such contract signing process delay on the part of the given preferred bidder.

## THE NATIONAL HERITAGE COUNCIL INVITES BIDDERS FOR THE PROVISION OF:

<b>Project Name</b>	Server upgrade, migration and virtualisation
---------------------	--

<b>Bid No:</b>	NHC/09/11/2023	<b>Closing Date:</b>	2023-12-14 @ 11:00am
<b>Advertising date:</b>	2023-11-22	<b>Validity Period:</b>	90 days

### 1. PURPOSE

The National Heritage Council (NHC) Server is an old physical server that is currently running out of disk space, the server needs to be converted from a physical machine to a virtual machine for scalability (instant increase and decrease of server resources based on the need).

The Upgrade is long overdue, due to limited space, due to storage space limitations, it hasn't been easy to upgrade the server, from windows server 2012 R2 to windows server 2019 Enterprise.

The NHC would like to invite suitable, experienced, capable, efficient and work driven Bidders to submit proposals towards the infrastructure upgrade project. NHC is on the path to the server infrastructure upgrade, server virtualisation and server migration to the credible data centre of their choice, within the 40KM radiuses of our current office.

Interested experienced service providers are requested to submit comprehensive proposals for the server upgrade project, meet the following business objectives:

- Bidders must include a detailed comprehensive project plan that addresses the development / design, approval of the developed server, testing of the system during development, movement to the host, testing the live system and implementation
- Development of the redundancy plan to ensure long-term sustainability of the server

- Licenses for the software where applicable
- User and Administrative licenses
- Maintenance and support for a period of at least three (3) years, with a possible extension pending performance.
- Future integration of existing systems as soon as system is in production – NHC has systems hosted outside NHC that would need to be migrated to this infrastructure, the plan must include that as future work.
- A detailed comprehensive project plan must be submitted with clearly defined objectives and achievable milestones describing the methodology and approach that will be followed during project execution.
- Payment plan linked to the project plan with clear indication when NHC will accept invoices based on the percentage work completed at various stages.
- Specify the host, with location and company details including the type of server that will be used e.g. web based, application, proxy, virtual machine, FTP, SQL, etc.
- Site requirements must be specified by the bidder.
- Maintenance and support for the duration of the contract after successful implementation of the server.

## 2. CURRENT INFRASTRUCTURE

2.1 The current infrastructure is composed as shown on the table below:

2.2 Windows Server 2012 R2 (16 GB Memory, 2.80GHz CPU, 1TB Disc Drive)

2.3 Applications:

- PRTG
- SAGE
- Acronis

2.4 Services:

Active directory (AD)  
Dynamic Host Configuration Protocol (DHCP)  
Domain Name Service (DNS)  
SQL 2012

### **3. SCOPE OF WORK**

The scope of work defines the work activities and deliverables to be provided by the bidder as part of the project proposal.

### **4. FUNCTIONAL REQUIREMENTS**

#### **4.1. Migration**

- 4.1.1. Converting the two physical servers to virtual machine (P2V)
- 4.1.2. Migration of applications and databases from the physical machine to virtual machines
- 4.1.3. Migration and upgrade of Active directory and active directory users and roles to the new VM.
- 4.1.4. Migration of DNS and DHCP services
- 4.1.5. Accommodate flexibility and compatibility with the current infrastructure migration and any future Microsoft system release.

#### **4.2. New environment**

- 4.2.1. Provide licenses and license costing model for the new infrastructure.
- 4.2.2. Provide dedicated server hosting environment assigned to the NHC.
- 4.2.3. At least 8 virtual servers with 1TB storage capacity each
  - Minimum of 32 GB Ram per VM
  - Must be running at least Windows server 2019 and above

- Must be dual-core processor
- License for SQL server 2016, to accommodate SAGE application
- Migration and upgrade of SAGE application

#### 4.2.4. Dedicated connection from the host to the NHC:

- 2 data and internet connection lines, connecting the network centre to NHC office, active line for production and passive line for failover, both lines with a minimum speed of 50mbps
- Additional line from the hosting data centre to NHC to act as a redundancy line in case of failure or damaged infrastructure

#### 4.2.5. Hosting and storage:

- a. Provide at least 500 Terabytes for storage for files and systems

#### 4.2.6. Add the new data centre to the NHC domain.

#### 4.2.7. Provide for data and cyber security solution on all new systems.

#### 4.2.8. Provide for a server infrastructure and data backup solution (onsite, offsite).

#### 4.2.9. Provide for server upgrade path for future work.

### 4.3. Additional requirements:

#### 4.3.1. Upgrade path of the server in terms of the latest technology and costing of upgrades. Preferably free.

#### 4.3.2. Extending / increasing capacity on the server in future

#### 4.3.3. Service, upgrades and maintenance to be executed with no or limited interruption of NHC functions.

#### 4.3.4. Type of server host preferably, VMware (ESXi 8)

#### 4.3.5. Provision of security features to ensure confidentiality, integrity and availability of information

#### 4.3.6. Added advantages that NHC will gain if we accept the server upgrade proposal.

#### 4.3.7. The flexibility of the servers for changes pending the NHC office changes.

- 4.3.8. provide future costs in terms of licenses and the different access linked to each license. Sometimes the hidden cost lies in the type of license and what the license allows you to access.
- 4.3.9. The tender should include all licenses for the period from implementation up to at least 3 years.
- 4.3.10. Must be able to obtain reports from the system e.g. data lines downtime, errors, user connectivity and availability, exception reports, access control, etc.
- 4.3.11. Compatibility with the NHC current systems, such as FortiGate, office365, Network monitoring tool etc.
- 4.3.12. The backup must include electrical backup and UPS. Might consider Power regulator to prevent damages to the system in power surges.
- 4.3.13. Remote Accessibility: Must be able to gain access to the servers from any time with a secure internet connection.
- 4.3.14. The bidder is responsible to provide the NHC, with the bid proposal, the site requirements that must be adhered too for the successful implementation of the project from start to finish. NHC will not be responsible for any additional charges or requirements in the event that the bidder omitted information from the bid proposal.
- 4.3.15. Training must be provided by the bidder on the maintenance and operation of the server where additional support is not required.
- 4.3.16. Maintenance and support must be provided for at least three (3) years after successful implementation of the project. Bidders are required to include a detailed maintenance and support plan and indicate the costing separately.

## **5. FUTURE WORK / PHASE 2**

The NHC is intending to be migrating to the new building, it is therefore, required that the Bidder propose work needed for laying out the network based on the following requirements:

The following but not limited to the list is expected:

- Network Design

- Network diagram
- Network topology diagram
- Subnetting
- Network Cabling Installation
- Cable Trunking
- Switch installation
- Switch Cabinet trunking
- All equipment and material offered in terms of this bid, must be new. NHC reserves the right to refuse old or outdated or substandard equipment and material.
- Bidders must indicate the workmanship guarantee and warranty available.

## 6. COMPULSORY REQUIREMENTS

Prospective Bidders are required to comply with the following requirements. Failure not to comply or provide the required documentation, will result in the bid proposal to be regarded a non-responsive proposal and be disqualified.

- 6.1. Bidders are required to include a project proposal that will address the project as defined in this document, detailed information of the methodology and approach proposed, with clearly defined objectives, achievable milestones and timeframes.
- 6.2. Bidder are required to include diagrams, process flows, presentation on the system, brochures, video of the system offered and/or an overview of the system that is proposed. From the information received the Bidder must ensure that NHC will detailed information on the features and functions offered by the proposed system.
- 6.3. Bidders must submit at least three written reference letters or completion certificates for a similar system, of which at least one (1) project must exceed R 1,000,000.00, which included the design, testing, implementation, support and maintenance with detailed information of the contact person, project description,

- period of contract, timeframe for project design and implementation, project value, quality of services rendered, project manager and value added services, if any. The projects as stipulated in the reference letters must be within the last five years.
- 6.4. Bidder must include the CV's of key personnel which include the Project Team leader and at least 70% of the team, must have at least 5 years' project management experience in the development of a web-based system.
  - 6.5. Qualification of the project manager and team in web-design for similar system. Proof of qualifications must be included with the CV of each key personnel involved with this project.
  - 6.6. Company profile with list of previous projects completed and information of the clients. Bidders that failed to include at least three reference letters or completion certificates as stated above, will be disqualified if the proposal only provide a list of references.
  - 6.7. Bidders must clearly demonstrate that they understand the requirements in terms of this project and ensure that the objectives of the project are achieved as indicated in the scope of work.
  - 6.8. The bid proposal must include the company logo and contact details on the bid proposal with the validity period of the bid proposal e.g. 90 days. All prices must be VAT inclusive or indicated separately, if VAT registered.
  - 6.9. All costs must be included and this is a fixed price contract. No changes to the pricing will be considered after closure of the bid proposals.
  - 6.10. The Bidder will be required to enter into a Service Level Agreement for the entire project and must ensure provision is made for project discussions and meetings, as well as project reports as required during the period of contract.

- 6.11. All the data and information stored in these servers, remain an intellectual property rights of the NHC and of the state.
- 6.12. Bidders are required to indicate whether the server offered in terms of this bid, is available from multiple service providers or not. If not, proof must be supplied for ownership.
- 6.13. Warrantees and guarantees must be provided for all equipment and material as part of this bid.
- 6.14. All equipment and material offered in terms of this bid, must be new. NHC reserves the right to refuse old or outdated or substandard equipment and material
- 6.15. Bidders must indicate the workmanship guarantee and warranty available.

## 7. TECHNICAL COMPULSORY REQUIREMENTS

TECHNICAL REQUIREMENTS	COMPLY YES/NO	Details to Offer
7.1. Ability for NHC to visit hosting data centre during evaluation process to ensure ability to host the systems.		
7.2. Client reference for similar project. Include the number of years in business and number of years developing / hosting servers as offered in their proposal		
7.3. Qualifications and number of years of experience for technicians and developers: MCSE, Microsoft Azure Administrator, Security plus etc		

<b>TECHNICAL REQUIREMENTS</b>	<b>COMPLY YES/NO</b>	<b>Details to Offer</b>
7.4. Provide brochures or detailed information on the server infrastructure offered.		
7.5. The company must demonstrate the approach and methodology to be followed.		
7.6. Should the Bidder fail to meet the deadlines stipulated by NHC, a written correspondence should be provided with reasons and suggest alternative dates for consideration		
7.7. The solution must ensure protection on the entire infrastructure, including systems and information. Bidders must indicate clearly which solutions are offered.		

## 8. PROPOSAL OUTLINE FOR THE METHODOLOGY AND APPROACH

Bidders are required to submit the methodology and approach in the following desired format:

- 8.1. Title page
- 8.2. Cover letter
- 8.3. Table of Contents
- 8.4. Executive summary
- 8.5. Project summary
- 8.6. Solution or proposal for server upgrade, virtualisation, and migration
- 8.7. Maintenance and support

- 8.8. Diagrams and drawings
- 8.9. Human Resources - Key personnel, with their experience and qualifications
- 8.10. Pricing options, budget explanation and payment plan to be included in the “Financial Proposal”
- 8.11. Project Plan
- 8.12. Biographical sketch of the bidder
- 8.13. Testimonials and proof by means of reference letters or completion certificates
- 8.14. Conclusion

## 9. PROJECT MANAGEMENT

NHC is intending to conclude the project as follows:

- Expected appointment date – 31 January 2024
- Expected go live date – 15 March 2024

The service provider should submit, together with the proposal, a project, with the details of project manager and the project manager is expected to be 70% on site for the duration of the contract.

The project plan should have:

- a) Clearly defined Goals and objectives
- b) Clearly defined Steps and achievable milestones for each objective
- c) Implementation timelines in line with the NHC timelines
- d) Payment scheduled indicated in percentages and costing per project stage
- e) Project Team members, roles and responsibilities.

Bi-weekly project steering committee meetings will be held where the service provider will be required to prepare and produce the following:

- a) Product status through a live/virtual show-and-tell approach
- b) Written bi-weekly progress reports

- c) Weekly status reports
- d) Project close out report at the end of the project

## 10. TECHNICAL EVALUATION CRITERIA

### 10.1 Technical evaluation

Total functionality points are 45, minimum threshold 30. The points are distributed as follows:

FUNCTIONALITY CRITERIA	ITEMS	POINTS ALLOCATED
<b>Company Experience</b>		<b>20</b>
Bidder must provide completion certificate or references letter confirming that the bidder is able to provide a quality and professional service specifically in Server room infrastructure installation.	5 projects with at least one (1) project exceeding R 1,000,000.00.	20
	4 projects with at least one (1) project exceeding R 1,000,000.00	8
	3 projects with at least one (1) project between R 500,000.00 and R 1,000,000.00	5
	2 projects with at least one (1) project between R 250,000.00 and R 500,000.00	4
	1 project of less than R 250,000.00	2
<b>Company key personnel Qualification and Experience</b>		<b>40</b>
Company Qualification (CV with certified copies of certificates MUST be attached) (Project leader to be onsite for 70% of the time)	The four (4) indicated qualifications	40
	Three (3) of the indicated qualifications	30

FUNCTIONALITY CRITERIA	ITEMS	POINTS ALLOCATED
Bidders will be scored on the number of qualifications that must include the following:  - PMP certification - Microsoft Engineer: MCSE Server Certificate - CompTIA N+ or A+ Certification - SAN I NAS Administration Certification	Two (2) of the indicated qualifications	20
	One (1) of the indicated qualifications	10
	None of the indicated qualifications	0
<b>Project leader</b>		<b>30</b>
Project Leader Experience (Experience in IT Infrastructure Management)	7 years +	30
	4 – 6 years	25
	3 – 4 years	20
	2 – 3 years	10
	Less than 2 years	0
<b>Project Implementation plan</b>		<b>10</b>
Bidder must provide a project implementation plan which details how the service will be phased in. The project plan must have deliverables and time frames. Time frames must be clearly indicated, indicating delivery times.  After hours and weekends maybe considered at Bidder	The project implementation meets all the criteria as required	10
	The project implementation meets three (3) of the requirements as indicated	8
	The project implementation plan meets two (2) of the requirements as indicated	5

<b>FUNCTIONALITY CRITERIA</b>	<b>ITEMS</b>	<b>POINTS ALLOCATED</b>
expense, preapproval will be required.	The project plan meets one (1) of the criteria as indicated	2
Points will be allocated based on the following details included in the project plan: <ul style="list-style-type: none"> <li>- Clearly defined goals and objectives</li> <li>- Clearly defined steps and achievable milestones for each objective</li> <li>- Implementation timelines in line with NHC requirements</li> <li>- Allocation of resources to implement the project</li> </ul>	The project implementation plan was not submitted or fail to meet the requirements as stipulated	0
<b>Total</b>		<b>100</b>

***The bidder will have to score at least 70% or more in order to proceed to the next stage of evaluation***

## 10.2 Evaluation on price and preference points

The 80/20 principle will apply in terms of the Preferential Procurement Policy Framework Act of 2000.

The 80 Points will be allocated to price and 20 Points will be allocated to the preference points as stated below. In terms of the Amended Preferential Procurement Regulations, 2022 will be allocated as follows:

<b>No</b>	<b>Price and Preference Points Criteria</b>	<b>Weight</b>	<b>Points allocated</b>
<b>12.5.1</b>	<b>Price</b>		<b>80</b>

No	Price and Preference Points Evaluation Criteria	Weight	Points allocated
	Bidders must submit a comprehensive and detailed line-item (VAT inclusive) budget, as well as proposed hours and rates of personnel involved with reference to different levels of proposed resources to be utilized and an estimate of the recoverable expenses. (Pricing guide in 9.4 is applicable).		
<b>12.5.2</b>	<b>Strategic Goals</b>		
	<p>The promotion of entities that are B-BBEE compliant. Points will be allocated as follows:</p> <ul style="list-style-type: none"> <li>- Level 1 B-BBEE level of Contribution – 10 points</li> <li>- Level 2 B-BBEE level of Contribution– 8 points</li> <li>- Level 3 B-BBEE level of Contribution – 7 points</li> <li>- Level 4 B-BBEE level of Contribution – 6 points</li> <li>- Level 5 B-BBEE level of Contribution – 5 points</li> <li>- Level 6 B-BBEE level of Contribution - 4 points</li> <li>- Level 7 B-BBEE level of Contribution – 3 points</li> <li>- Level 8 B-BBEE level of Contribution – 2 points</li> <li>- Level 9 – non-contributor - 0 points</li> </ul> <p>Only bidders that submit a valid current certified copy of the B-BBEE Certificate or original B-BBEE certificate issued by the verification agency accredited by SANAS or Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oaths i.r.o (EMEs), will be considered for scoring.</p>	10	<b>20</b>
	The promotion of youth owned enterprises according to the percentage ownership	10	
	<b>Total achievable score</b>		<b>100</b>

The bidder that scored the highest points in terms of price and preference points, will be considered for appointment.

## 11. PRICING GUIDE

Bidders are required to submit the bid proposal as per the following pricing guide: Any other costing must be added as an addendum.

No	Description	Year 1	Year 2	Year 3	Year 4	Year 5
12.1	Development / design					
12.2	Implementation					
12.3	Licensing					
12.4	Maintenance and support from date of implementation					
12.5	Site requirements					
12.6	Upgrade					
12.7	Migration					
	- PRTG					
	- SAGE					
	- Acronis					
12.8	Virtualisation					
12.9	User access licenses					
12.10	Training					

### **Disclaimer**

*It is the responsibility of the bidder to offer a workable solution to address the needs of the NHC.*

**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: <b><u>NHC/09/11/2023</u></b>
Closing Time 11:00	Closing date: <b>2023-12-14</b>

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by: **NATIONAL HERITAGE COUNCIL**
- At: **353 FESTIVAL STREET, 1<sup>ST</sup> FLOOR  
HATFIELD, PRETORIA**
- 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

## 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 interest<sup>1</sup> 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

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<sup>1</sup> 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:

1.1 I have read and I understand the contents of this disclosure;

1.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

1.3 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 consortium<sup>2</sup> will not be construed as collusive bidding.

1.4 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

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

the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 1.5 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.
- 1.6 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.
- 1.7 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

**This document must be signed and submitted together with your bid**

## **THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

### **INTRODUCTION**

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

### **1. PILLARS OF THE PROGRAMME**

- 1.1. The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. The threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$ 10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$ 3 million awarded to one seller over a 2-year period which in total exceeds US\$ 10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$ 10 million.  
or
  - (d) Multiple suppliers of the goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to be the same government institution, which in total over two (2) year period exceeds US\$ 10 million.
- 1.2. The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

- 1.3. To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4. A period of seven years has been identified at the time frame within which to discharge the obligation.

## **2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R 10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R 10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1 (b) to 1.1 (d) above.

## **3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1. Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2. In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R 10 million (ten million Rands), to contact and furnish the DTI with the following information:
  - Bid / contract number
  - Description of the goods, works or services
  - Date on which the contract was accepted
  - Name, address and contact details of the government institution
  - Value of the contract
  - Imported content of the contract, if possible.
- 3.3. The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394-1401, facsimile (012) 394-2401 or email at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

#### 4. PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1. Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. The contractor and the DTI will determine the NIP obligation;
  - b. The contractor and the DTI will sign the NIP obligation agreement;
  - c. The contractor will submit a performance guarantee to the DTI;
  - d. The contractor will submit a business concept for consideration and approval by the DTI;
  - e. Upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
  - f. The contractor will implement the business plans; and
  - g. The contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2. The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

<b>Bid Number: NHC/09/11/2023</b>	<b>Closing date: 2023-12-14</b>
Name of Bidder: _____	
Postal address: _____ _____	
Signature: _____	Name (in print): _____
Date: _____	

**SBD 6.1**

**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**

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**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.
- b) 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:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

$P_{min}$  = 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:

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

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)																				
<p>The promotion of entities that are B-BBEE compliant. Points will be allocated as follows:</p> <table border="1" data-bbox="204 890 854 1310"> <thead> <tr> <th>B-BBEE Level of Contribution</th> <th>Points allocated</th> </tr> </thead> <tbody> <tr> <td>B-BBEE level of contribution 1</td> <td>10</td> </tr> <tr> <td>B-BBEE level of contribution 2</td> <td>8</td> </tr> <tr> <td>B-BBEE level of contribution 3</td> <td>6</td> </tr> <tr> <td>B-BBEE level of contribution 4</td> <td>5</td> </tr> <tr> <td>B-BBEE level of contribution 5</td> <td>4</td> </tr> <tr> <td>B-BBEE level of contribution 6</td> <td>3</td> </tr> <tr> <td>B-BBEE level of contribution 7</td> <td>2</td> </tr> <tr> <td>B-BBEE level of contribution 8</td> <td>1</td> </tr> <tr> <td>B-BBEE level of contribution 9</td> <td>0</td> </tr> </tbody> </table> <p>Only bidders that submit a valid current certified copy of the B-BBEE Certificate or original B-BBEE certificate issued by the verification agency accredited by SANAS or Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oaths in terms of (EMEs), will be considered for scoring.</p>	B-BBEE Level of Contribution	Points allocated	B-BBEE level of contribution 1	10	B-BBEE level of contribution 2	8	B-BBEE level of contribution 3	6	B-BBEE level of contribution 4	5	B-BBEE level of contribution 5	4	B-BBEE level of contribution 6	3	B-BBEE level of contribution 7	2	B-BBEE level of contribution 8	1	B-BBEE level of contribution 9	0	10	
B-BBEE Level of Contribution	Points allocated																					
B-BBEE level of contribution 1	10																					
B-BBEE level of contribution 2	8																					
B-BBEE level of contribution 3	6																					
B-BBEE level of contribution 4	5																					
B-BBEE level of contribution 5	4																					
B-BBEE level of contribution 6	3																					
B-BBEE level of contribution 7	2																					
B-BBEE level of contribution 8	1																					
B-BBEE level of contribution 9	0																					
The promotion of youth owned enterprises based on the percentage owned	5																					

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors,

or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution, if deemed necessary.

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

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **NATIONAL HERITAGE COUNCIL** in accordance with the requirements and specifications stipulated in bid number **NHC/09/11/2023** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, *viz*
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Bidder's Disclosure form;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other as required in terms of the bid requirements.
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
  
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....

# **THE NATIONAL TREASURY**

## **Republic of South Africa**



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### **GOVERNMENT PROCUREMENT:**

### **GENERAL CONDITIONS OF CONTRACT**

**July 2010**

# 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.

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## General Conditions of Contract

<b>1.</b>	<b>Definitions</b>	<p>The following terms shall be interpreted as indicated:</p> <ol style="list-style-type: none"><li>1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</li><li>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.</li><li>1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</li><li>1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</li><li>1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</li><li>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.</li><li>1.7. "Day" means calendar day.</li><li>1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.</li><li>1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.</li><li>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</li></ol>
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		<p>the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.14. "GCC" means the General Conditions of Contract.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.18. "Manufacture" means the production of products in a factory using labour, materials, components and</p>
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		<p>machinery and includes other related value-adding activities.</p> <p>1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21. “Purchaser” means the organization purchasing the goods.</p> <p>1.22. “Republic” means the Republic of South Africa.</p> <p>1.23. “SCC” means the Special Conditions of Contract.</p> <p>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.</p> <p>1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
<b>2.</b>	<b>Application</b>	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>3.</b>	<b>General</b>	<p>4.1. 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.</p> <p>4.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The</p>

		Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> .
<b>4.</b>	<b>Standards</b>	4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications
<b>5.</b>	<b>Use of contract documents and information; inspection</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>5.4. The supplier 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.</p>
<b>6.</b>	<b>Patent rights</b>	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.
<b>7.</b>	<b>Performance security</b>	<p>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.</p> <p>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.</p>

		<p>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:</p> <ul style="list-style-type: none"> <li>b) 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</li> <li>c) a cashier’s or certified cheque.</li> </ul> <p>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.</p>
<p><b>8.</b></p>	<p><b>Inspections, tests and analyses</b></p>	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>

		<p>inspections, tests or analyses shall be defrayed by the supplier.</p> <p>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.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>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.</p>
<b>9.</b>	<b>Packing</b>	<p>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.</p> <p>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.</p>
<b>10.</b>	<b>Delivery and documents</b>	<p>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.</p>

		10.2. Documents to be submitted by the supplier are specified in SCC.
<b>11.</b>	<b>Insurance</b>	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.
<b>12.</b>	<b>Transportation</b>	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
<b>13.</b>	<b>Incidental services</b>	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>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</li> <li>e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</li> </ul> <p>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.</p>
<b>14.</b>	<b>Spare parts</b>	<p>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:</p> <ul style="list-style-type: none"> <li>a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election</li> </ul>

		<p>shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>b) in the event of termination of production of the spare parts:</p> <p>i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<p><b>15. Warranty</b></p>		<p>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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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</p>

		prejudice to any other rights which the purchaser may have against the supplier under the contract.
<b>16.</b>	<b>Payment</b>	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.</p>
<b>17.</b>	<b>Prices</b>	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.
<b>18.</b>	<b>Contract amendments</b>	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.
<b>19.</b>	<b>Assignment</b>	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.
<b>20.</b>	<b>Subcontracts</b>	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.
<b>21.</b>	<b>Delays in the supplier's performance</b>	<p>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.</p> <p>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.</p>

		<p>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.</p> <p>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.</p> <p>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.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
<b>22.</b>	<b>Penalties</b>	<p>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.</p>
<b>23.</b>	<b>Termination for default</b>	<p>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:</p> <p>a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within</p>

		<p>any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>b) if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier of 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.</p> <p>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.</p> <p>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:</p>
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		<p>a) the name and address of the supplier and / or person restricted by the purchaser;</p> <p>b) the date of commencement of the restriction</p> <p>c) the period of restriction; and</p> <p>d) the reasons for the restriction.</p> <p>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.</p>
<p><b>24.</b></p>	<p><b>Anti-dumping and countervailing duties and rights</b></p>	<p>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.</p>
<p><b>25.</b></p>	<p><b>Force Majeure</b></p>	<p>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.</p>

		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.
<b>26.</b>	<b>Termination for insolvency</b>	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.
<b>27.</b>	<b>Settlement of Disputes</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4.Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5.Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>b) the purchaser shall pay the supplier any monies due to the supplier.</p>
<b>28.</b>	<b>Limitation of liability</b>	28.1.Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

		<p>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</p> <p>b) 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.</p>
<b>29.</b>	<b>Governing language</b>	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.
<b>30.</b>	<b>Applicable law</b>	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31.</b>	<b>Notices</b>	<p>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.</p> <p>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.</p>
<b>32.</b>	<b>Taxes and duties</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>33.</b>	<b>National Industrial Participation</b>	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.

	<b>(NIP) Programme</b>	
<b>34.</b>	<b>Prohibition of Restrictive practices</b>	<p>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).</p> <p>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.</p> <p>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.</p>