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MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND & ENVIRONMENTAL AFFAIRS

BID NUMBER: ALA/604/25/MP

DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF THE MPUMALANGA INTERNATIONAL FOOD MARKET CENTRALISED WAREHOUSE MANAGEMENT SYSTEM WITH MULTI-TENANT LOGISTICS, INTEGRATED INVENTORY, SALES MANAGEMENT AND CASHLESS TRANSACTION FUNCTIONALITY FOR A PERIOD OF 36 MONTHS

ISSUED BY:

Department of Agriculture, Rural Development, Land & Environmental Affairs
Private Bag X11219
Mbombela
1200

NAME OF BIDDER:
TOTAL BID PRICE (all inclusive) :.....
(Also in words):
.....

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT LAND AND ENVIRONMENTAL AFFAIRS					
BID NUMBER:	ALA/604/25/MP	CLOSING DATE:	03 December 2025	CLOSING TIME:	12H00
DESCRIPTION	DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF THE MPUMALANGA INTERNATIONAL FOOD MARKET CENTRALISED WAREHOUSE MANAGEMENT SYSTEM WITH MULTI-TENANT LOGISTICS, INTEGRATED INVENTORY, SALES MANAGEMENT AND CASHLESS TRANSACTION FUNCTIONALITY FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre SECUNDA No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage) Secunda, 2302, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 17 Lorenzo Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. NI Mbuyane / Ms. TV Manana		CONTACT PERSON	Mr. HA Sibisi	
TELEPHONE NUMBER	013 766 6118/ 013 766 6674		TELEPHONE NUMBER	013 766 6116	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	nimbuyane@mpg.gov.za ymanana@mpg.gov.za		E-MAIL ADDRESS	hsibisi@mpg.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<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]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

<p>1. BID SUBMISSION:</p> <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. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</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. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <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:

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

DATE:

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS



DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF THE MPUMALANGA INTERNATIONAL FOOD MARKET CENTRALISED WAREHOUSE MANAGEMENT SYSTEM WITH MULTI-TENANT LOGISTICS, INTEGRATED INVENTORY, SALES MANAGEMENT AND CASHLESS TRANSACTION FUNCTIONALITY FOR A PERIOD OF 36 MONTHS.

NAME OF BIDDER : _____

TEL NUMBER : _____

FAX NUMBER : _____



**HEAD OF DEPARTMENT
MPUMALANGA DEPT OF AGRICULTURE, RURAL DEVELOPMENT,
LAND AND ENVIRONMENTAL AFFAIRS
PRIVATE BAG X11219
MBOMBELA, 1200**

ENQUIRIES : **Mr. H.A SIBISI**
CONTACT : **013 766 6116**

**CLOSING DATE: AS PER BID BULLETIN AT 12H00
THE BID IS VALID FOR 90 DAYS**

BID NOTICE AND INVITATION TO BID

Development, Implementation and Maintenance of the Mpumalanga International Food Market Centralised Warehouse Management System with Multi-Tenant Logistics, Integrated Inventory, Sales Management and Cashless Transaction Functionality for a Period of 36 Months.

BIDs are hereby invited for **DEVELOPMENT, IMPLEMENTATION AND MAINTAINANCE OF THE MPUMALANGA INTERNATIONAL FOOD MARKET CENTRALISED WAREHOUSE MANAGEMENT SYSTEM WITH MULTI-TENANT LOGISTICS, INTEGRATED INVENTORY, SALES MANAGEMENT AND CASHLESS TRANSACTION FUNCTIONALITY FOR A PERIOD OF 36 MONTHS.**

Bid documents will be obtainable from the following Bid Offices, **Mbombela Riverside Government Complex, Malelane No.17 Lorenzo Street, Siyabuswa Old Parliament Building, Middelburg Department of Public Works, KwaMhlanga Government Complex Department of Finance, Piet Retief no. 11 Mearsorch Street, Elukwatini Sub-Regional Offices, No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage) and The Provincial Treasury, R40 Road, Bakoena Business Complex, Bushbuckridge** , on payment of a non-refundable levy of **R150.00** or can be downloaded at <https://www.etenders.gov.za>. Only cash will be accepted and the document can be collected between 7:45 and 16:00.

The closing date for receipt of bids is as per the bid bulletin

Duly completed Bids enclosed in a sealed envelope marked **“DEVELOPMENT, IMPLEMENTATION AND MAINTAINANCE OF THE MPUMALANGA INTERNATIONAL FOOD MARKET CENTRALISED WAREHOUSE MANAGEMENT SYSTEM WITH MULTI-TENANT LOGISTICS, INTEGRATED INVENTORY, SALES MANAGEMENT AND CASHLESS TRANSACTION FUNCTIONALITY FOR A PERIOD OF 36 MONTHS”** with the name of the Bidder, shall be deposited in the clearly marked bid boxes provided at the following Bid Offices, **Mbombela, Malelane, Bushbuckridge, KwaMhlanga, Middelburg, Siyabuswa, Piet Retief, Secunda and Elukwatini.**

The Bids will be opened in public.

Telegraphic, telephonic, telex, facsimile, e-mail and late bids WILL NOT be accepted.

Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it will not be accepted for consideration.

All documentation submitted in response to this bid must be in English, unless otherwise indicated under technical specification.

COMPULSORY BRIEFING SESSION will be held as follows:

Venue	Date and time
Mpumalanga International Food Market	18 November 2025 at 10h00
GPS Coordinates: 25°25'14.62"S; 30°56'25.99"E	

Development, Implementation and Maintenance of the Mpumalanga International Food Market Centralised Warehouse Management System with Multi-Tenant Logistics, Integrated Inventory, Sales Management and Cashless Transaction Functionality for a Period of 36 Months.

1. BACKGROUND

The Mpumalanga International Food Market (MIFM) is a flagship initiative of the Mpumalanga Provincial Government, designed to transform the province's agricultural economy and position it as a competitive player in both domestic and international food trade. Strategically located in Mbombela along the Maputo Development Corridor, the market leverages the region's strong agricultural base and logistical advantages to facilitate exports to neighbouring countries and global markets. As the facility transitions from construction to operational readiness, integrating advanced ICT systems has become critical to enable efficient management, digital traceability, and real-time connectivity among all value chain participants, including producers, buyers, agents, and regulators.

The development of the MIFM forms part of the provincial government's broader economic recovery and agricultural industrialisation agenda, which aims to foster inclusive growth, job creation, and rural development. By combining modern infrastructure, logistics networks, and digital technologies, the market addresses long-standing inefficiencies in traditional agricultural trading and distribution systems. As the MIFM moves toward full operationalisation, the development of a hybrid software solution is essential to achieving these policy objectives, facilitating data-driven decision-making, and positioning the MIFM as a smart, connected, and future-ready agricultural marketplace.

2. PURPOSE

The Mpumalanga International Food Market (MIFM) requires a robust, secure, and fully integrated ICT software solution to support its end-to-end business operations. This digital platform must underpin all critical market functions, including market administration, trading floor operations, cold-chain monitoring, export documentation management, and revenue collection. As a regional economic hub for agricultural trade, the MIFM must also enable seamless connectivity among producers, agents, and buyers, ensuring real-time access to pricing data, stock levels, logistics information, etc.

Development, Implementation and Maintenance of the Mpumalanga International Food Market Centralised Warehouse Management System with Multi-Tenant Logistics, Integrated Inventory, Sales Management and Cashless Transaction Functionality for a Period of 36 Months.

The hybrid software solution will serve as the digital backbone of the market, driving operational efficiency, regulatory compliance, and transactional transparency. To meet these objectives, the MIFM will adopt a purpose-built ICT solution that combines hybrid cloud infrastructure with on-site Internet of Things (IoT) and edge computing technologies. The hybrid architecture will provide scalability, high availability, and strong cybersecurity controls, while the edge computing layer will support localised operations such as temperature and humidity monitoring, asset tracking, and logistics visibility.

This configuration will enable the market to process large volumes of operational data in real time, minimising latency and downtime, while leveraging cloud-based analytics for forecasting, business intelligence, and performance reporting. The integrated design will modernise the market's digital ecosystem, enabling seamless data exchange with external stakeholders, including customs authorities, logistics providers, and export control agencies.

Implementing this ICT solution will deliver significant economic and operational benefits to the MIFM and its stakeholders. It will streamline market operations through process automation, minimise post-harvest losses via real-time cold-chain management, and ensure complete digital traceability from farm to market shelf. This solution will transform the MIFM into a smart, data-centric agribusiness hub, enhancing efficiency, accountability, and sustainable growth across the agricultural value chain in Mpumalanga Province.

3. PROJECT OBJECTIVES

The Mpumalanga Department of Agriculture, Rural Development, Land and Environmental Affairs (DARDLEA), hereafter referred to as "the Client," invites proposals from qualified and experienced software service providers for the Development, Implementation, and Maintenance of the Mpumalanga International Food Market Centralised Warehouse Management System (WMS). The system will encompass multi-tenant logistics, integrated inventory, sales management, and cashless transaction functionality for an initial period of 36 months, with an option to extend at the Client's discretion.

Development, Implementation and Maintenance of the Mpumalanga International Food Market Centralised Warehouse Management System with Multi-Tenant Logistics, Integrated Inventory, Sales Management and Cashless Transaction Functionality for a Period of 36 Months.

The primary objective is to implement a robust, centralised platform that delivers comprehensive logistics and inventory management while supporting a secure multi-tenant architecture. The system must accommodate twenty (20) distinct sub-tenants, each with exclusive visibility and control over their respective inventory, ensuring strict data isolation between tenants.

Beyond traditional WMS capabilities, the solution must include integrated sales order processing and cash management functionality, with a mandatory cashless transaction environment for all tenant sales. The system should provide comprehensive audit trails and be fully interoperable, designed for seamless integration with external Enterprise Resource Planning (ERP) systems.

The key objectives are:

- ✓ **Rapid Implementation** – Design, build, integrate and commission the platform (MIOS).
- ✓ **Standards-Aligned Architecture** – Apply the global recognized standard framework for enterprise architecture (GWEA) to ensure a consistent, controlled and auditable architecture process.
- ✓ **Scalable, Secure Platform** – Ensure the solution is robust, secure, scalable and compliant with applicable legislation (e.g. POPIA).
- ✓ **Operational Excellence** – Provide reliable warehouse, sales, cashless payment and reporting capabilities across all tenants.
- ✓ **Sustainable Operations** – Provide **33 months** of structured support, maintenance, enhancements and skills transfer (Months 4–36 of the contract).

4. USER REQUIREMENT SPECIFICATION (URS)

4.1 Business Context and Problem Statement

- ✓ Mpumalanga International Food Market (MIFM) requires a centralized, hybrid software platform to support end-to-end warehouse and logistics operations for agricultural products (fresh produce and related goods) within a regional trade hub environment.
- ✓ The platform must support a multi-tenant business model where independent tenants (agents, logistics providers, traders) share common physical infrastructure but require logical separation and secure control of their stock, orders and financial records.

Development, Implementation and Maintenance of the Mpumalanga International Food Market Centralised Warehouse Management System with Multi-Tenant Logistics, Integrated Inventory, Sales Management and Cashless Transaction Functionality for a Period of 36 Months.

- ✓ The system must support MIFM's mandate to provide efficient, transparent and compliant trading, cold-chain management, export readiness and revenue collection, aligned with national and provincial strategies (AAMP, NDP, Mpumalanga Vision 2030).
- ✓ The system must be capable of operating reliably under rural connectivity constraints and high-availability requirements during extended market and warehouse operating hours.

4.2 Stakeholders and User Classes

The system shall support the following core user groups:

- ✓ Central Administrator / MIFM Management
- ✓ DARDLEA ICT and Governance Officials
- ✓ Warehouse Operations Staff (receiving, put-away, picking, packing, dispatch)
- ✓ Sub-Tenant Admins and Users (traders, logistics providers, agents)
- ✓ Buyers / Customers
- ✓ Finance and Audit Users
- ✓ External Integrations (ERP systems, SARS/customs, payment gateways, GIS, HR, Finance)

Each user group shall have role-based permissions and access rights aligned to operational responsibilities and segregation-of-duties principles.

4.3 Overall System Goals

- ✓ Provide a single centralized WMS platform for all MIFM warehouse operations (receiving, put-away, picking, packing, shipping).
- ✓ Provide strict multi-tenant segregation: at least twenty (20) sub-tenants, each with exclusive visibility of its own inventory, orders, customers and financials, with central oversight.
- ✓ Enforce a fully cashless trading environment for all tenants, with integrated electronic payment processing and automated reconciliations.
- ✓ Ensure real-time, accurate inventory visibility and traceability across all locations, storage areas and tenants.

Development, Implementation and Maintenance of the Mpumalanga International Food Market Centralised Warehouse Management System with Multi-Tenant Logistics, Integrated Inventory, Sales Management and Cashless Transaction Functionality for a Period of 36 Months.

- ✓ Support integrated logistics and shipping workflows, including carrier integrations and shipment tracking.
- ✓ Provide complete operational and financial audit trails for all transactions and key system events.
- ✓ Provide a modern integration layer (API) capable of bi-directional synchronization with multiple ERP systems (SAP, Oracle NetSuite, Microsoft Dynamics, Sage, QuickBooks Online).
- ✓ Ensure high levels of security, privacy and regulatory compliance (POPIA, and any applicable international standards such as GDPR and ISO 27001).
- ✓ Ensure scalability and modularity to grow with transaction volumes, new tenants and additional warehouses.
- ✓ Include a skills transfer and capability-building programme for DARDLEA/MIFM personnel to ensure long-term sustainability.

5. Functional Requirements

5.1 Warehouse and Inventory Management

- ✓ Support creation, editing and tracking of Goods Received Vouchers (GRVs) linked to Purchase Orders, including blind receiving and quality control holds.
- ✓ Maintain an audit trail for all GRV-related activities.
- ✓ Support multiple put-away strategies (FIFO, FEFO, LIFO, lot/batch) and advanced picking methods (wave, batch, zone).
- ✓ Provide real-time tracking of pick lists, packing progress and dispatch.
- ✓ Provide real-time inventory visibility, including lot/batch/serial tracking across all warehouse locations and tenants.
- ✓ Support cycle counting, stock adjustments and physical inventory reconciliations, including variance reporting and approval workflows.
- ✓ Support configurable location management (bins, zones, storage areas) to optimize space utilization and material handling.

Development, Implementation and Maintenance of the Mpumalanga International Food Market Centralised Warehouse Management System with Multi-Tenant Logistics, Integrated Inventory, Sales Management and Cashless Transaction Functionality for a Period of 36 Months.

5.2 Multi-Tenancy and Stock Segregation

- ✓ Support one central administrator and at least twenty (20) configurable sub-tenants.
- ✓ Each tenant must only see its own stock, orders, customers and financials.
- ✓ Central admin must have a consolidated multi-tenant view while respecting data privacy.
- ✓ GRV processes must support direct assignment of stock to a tenant at receipt.
- ✓ Sales order creation and fulfilment must use only the tenant's own inventory, preventing cross-tenant contamination.

5.3 Sales Management and Cashless Transactions

- ✓ Support creation and management of Sales Orders by tenants and central admin.
- ✓ Validate real-time stock availability per tenant at order creation.
- ✓ Link Sales Orders to picking, packing and dispatch workflows.
- ✓ Generate Invoices and Packing Slips for completed orders.
- ✓ Enforce a fully cashless environment; no cash entries allowed.
- ✓ Integrate with recognized payment gateways (cards, EFT, wallets) and support automated reconciliation.
- ✓ Maintain customer master data and transaction history scoped per tenant, with central oversight.

5.4 Logistics and Shipping

- ✓ Integrate with major carriers and logistics providers (where applicable).
- ✓ Record and display real-time shipment tracking status.
- ✓ Generate shipment manifests for tracking and audit.
- ✓ Provide route planning and delivery optimization.

5.5 Cash Management and Audit Trail

- ✓ Record all electronic payments and reconcile against invoices.
- ✓ Display payment status and trigger notifications for overdue or failed payments.
- ✓ Maintain a cash ledger per tenant and consolidated views per customer/tenant.
- ✓ Generate digital receipts with key transaction data.

Development, Implementation and Maintenance of the Mpumalanga International Food Market Centralised Warehouse Management System with Multi-Tenant Logistics, Integrated Inventory, Sales Management and Cashless Transaction Functionality for a Period of 36 Months.

- ✓ Maintain an immutable audit log of critical events (GRVs, stock adjustments, order changes, payments, logins, config changes).

5.6 Reporting and Analytics

- ✓ Provide pre-built reports (inventory, sales, payments, logistics).
- ✓ Allow custom report creation and scheduling.
- ✓ Provide tenant-specific and consolidated multi-tenant reports.
- ✓ Provide dashboards and visual analytics with drill-down.
- ✓ Export reports to PDF, Excel, CSV.

6. Technical and Security Requirements

6.1 Architecture and Scalability

- ✓ Solution shall be cloud-based or hybrid, with optional on-prem/edge components.
- ✓ The system shall scale horizontally and vertically for growing volumes.
- ✓ Ensure defined uptime targets aligned with MIFM operating hours.

6.2 Security, Privacy and Compliance

- ✓ Implement role-based access control (RBAC).
- ✓ Encrypt sensitive data at rest and in transit.
- ✓ Support strong authentication (e.g. MFA, password policies).
- ✓ Support compliance with POPIA and applicable international standards (e.g. ISO 27001).
- ✓ Provide documented security controls, policies and legal disclaimers, including privacy notices and consent.

6.3 Integration Requirements

- ✓ Expose a secure, well-documented API (REST/JSON, OAuth 2.0).
- ✓ Support bidirectional sync of items, customers, POs, SOs, invoices, inventory levels.
- ✓ Demonstrate prior integration with at least three ERP systems (SAP, NetSuite, MS Dynamics, Sage, QBO).

Development, Implementation and Maintenance of the Mpumalanga International Food Market Centralised Warehouse Management System with Multi-Tenant Logistics, Integrated Inventory, Sales Management and Cashless Transaction Functionality for a Period of 36 Months.

- ✓ Support integration with existing MIFM systems (GIS, HR, Finance) and future platforms.

6.4 Mobile and Device Support

- ✓ Provide a mobile or responsive web interface for core warehouse operations.
- ✓ Support offline mode with later synchronization
- ✓ Support commonly available Android/iOS handhelds and scanners.

6.5 Project Governance, Reporting and Skills Transfer

- ✓ Maintain a formal project plan (MS Project) with milestones for a 36-month period.
- ✓ Host monthly project meetings and quarterly PSC meetings, including logistics.
- ✓ Provide monthly progress reports (PDF).
- ✓ Implement a structured skills transfer programme for DARDLEA/MIFM ICT and super users.
- ✓ Deliver user training for all user groups pre-go live.
- ✓ System acceptance only after:
 - Source code handover (Subscriptions / ERP's source code excluded)
 - Fully installed and configured system
 - System is live and operational
 - Training completed and acceptance testing signed off

7. IMPLEMENTATION WORK BREAKDOWN STRUCTURE (MS PROJECT STYLE)

7.1 WBS Overview

- ✓ **Phase 0** – Inception & Contracting
- ✓ **Phase 1** – Discovery, Gap Analysis & User Needs Assessment
- ✓ **Phase 2** – Solution Architecture & Detailed Design
- ✓ **Phase 3** – Configuration, Development & Prototype Build
- ✓ **Phase 4** – Integration & Data Migration
- ✓ **Phase 5** – Testing (Unit, Integration, UAT, Security)

Development, Implementation and Maintenance of the Mpumalanga International Food Market Centralised Warehouse Management System with Multi-Tenant Logistics, Integrated Inventory, Sales Management and Cashless Transaction Functionality for a Period of 36 Months.

- ✓ **Phase 6** – Go-Live Preparation & Change Management
- ✓ **Phase 7** – Production Go-Live & Hypercare
- ✓ **Phase 8** – Optimization, Skills Transfer & Final Handover

8. Detailed WBS (for MS Project)

Treat the table below as **Task Name / Duration / Predecessors / Resource Names** when importing into MSP.

8.1 Phase 0 – Inception & Contracting

ID	WBS	Task Name	Duration	Predecessors	Primary Owner	Notes
0	0	Phase 0 – Inception & contracting	3 wks		Service Provider PM, DARDLEA PM	Summary task
1	0.1	Appoint project steering committee (PSC)	1 wk	0	Service Provider PM, DARDLEA PM	Includes TOR
2	0.2	Appoint project manager (vendor & client)	1 wk	1	Service Provider PM, DARDLEA PM	Confirm roles
3	0.3	Finalize contract, scope and SLA	2 wks	1,2	Legal, Procurement	Contract & SLA signed
4	0.4	Develop and approve Project Charter	1 wk	3	Service Provider PM, DARDLEA PM	Milestone: Charter
5	0.5	Baseline high-level project plan in MS Project	1 wk	4	Service Provider PM	Initial schedule

Key Milestone:

- ✓ Contract signed, Charter approved, baseline schedule loaded in MS Project.

8.2 Phase 1 – Discovery, Gap Analysis & User Needs Assessment

ID	WBS	Task Name	Duration	Pred	Primary Owner
10	1	Phase 1 – Discovery & Gap Analysis	4 wks	5	Service Provider BA Lead, DARDLEA PM
11	1.1	Stakeholder mapping and engagement plan	1 wk	10	Service Provider BA Lead, DARDLEA PM
12	1.2	Current-state process mapping (warehouse & sales)	2 wks	11	Service Provider BA Lead

Development, Implementation and Maintenance of the Mpumalanga International Food Market Centralised Warehouse Management System with Multi-Tenant Logistics, Integrated Inventory, Sales Management and Cashless Transaction Functionality for a Period of 36 Months.

13	1.3	System landscape review (GIS, ERP, HR, Finance)	1 wk	11	Service Provider Solution Arch
14	1.4	Tenant requirements workshops	2 wks	11	Service Provider BA + MIFM Ops
15	1.5	Gap analysis vs URS and best practice	1 wk	12,13,14	Service Provider BA
16	1.6	Draft User Needs Assessment report	1 wk	15	Service Provider BA
17	1.7	Review and sign-off requirements baseline	1 wk	16	DARDLEA PM

Milestones:

- ✓ Gap Analysis Report approved
- ✓ User Needs Assessment signed off
- ✓ Requirements Baseline approved

8.3 Phase 2 – Solution Architecture & Detailed Design

ID	WBS	Task Name	Duration	Pred	Primary Owner
20	2	Phase 2 – Architecture & Detailed Design	5 wks	17	Solution Architect
21	2.1	Define target architecture (cloud/hybrid/on-prem mix)	2 wks	20	Solution Architect
22	2.2	Define data model (tenants, stock, orders, ledger)	2 wks	21	Data Architect
23	2.3	Design API and integration patterns	2 wks	21	Integration Lead
24	2.4	Design security model (RBAC, MFA, encryption, audit)	1 wk	21	Security Architect
25	2.5	UI/UX and mobile interface design	2 wks	21	UX Designer
26	2.6	Consolidate Solution Architecture Document (SAD)	1 wk	22,23,24,25	Solution Architect
27	2.7	Design review workshops and sign-off	1 wk	26	PSC, MIFM PM

Milestones:

- ✓ SAD approved
- ✓ Integration Design Specification approved

Development, Implementation and Maintenance of the Mpumalanga International Food Market Centralised Warehouse Management System with Multi-Tenant Logistics, Integrated Inventory, Sales Management and Cashless Transaction Functionality for a Period of 36 Months.

- ✓ Security Architecture & Compliance Plan approved
- ✓ Detailed design baseline

8.4 Phase 3 – Configuration, Development & Prototype Build

ID	WBS	Task Name	Duration	Pred	Primary Owner
30	3	Phase 3 – Config & Development	10 wks	27	Dev Lead, Config Lead
31	3.1	Configure base WMS (locations, bins, workflows)	3 wks	30	Config Team
32	3.2	Develop GRV, put-away, picking, packing, dispatch	4 wks	30	Dev Team
33	3.3	Implement multi-tenant model and segregation logic	4 wks	30	Dev Team
34	3.4	Develop sales orders, invoicing and cashless rules	4 wks	32,33	Dev Team
35	3.5	Implement payment gateway connectors	3 wks	34	Integration Team
36	3.6	Develop dashboards and reports	3 wks	31,34	BI/Reporting Team
37	3.7	Configure mobile/offline capabilities	3 wks	31,33	Mobile Dev Team
38	3.8	Assemble Prototype / MVP environment	2 wks	31–37	Dev Lead
39	3.9	Internal prototype demo & adjustments	1 wk	38	Dev & BA Team

Milestones:

- ✓ Prototype (MVP) ready
- ✓ Core WMS and multi-tenant modules complete
- ✓ Cashless transaction engine functional in test

8.5 Phase 4 – Integration & Data Migration

ID	WBS	Task Name	Duration	Pred	Primary Owner
40	4	Phase 4 – Integration & Data Migration	6 wks	39	Integration Lead
41	4.1	Build ERP integration connectors (SAP/Sage/etc.)	4 wks	40	Integration Team
42	4.2	Integrate with GIS, HR and Finance systems	3 wks	41	Integration Team
43	4.3	Configure and test payment gateway integrations	3 wks	35	Integration Team
44	4.4	Master data cleansing (items, customers, tenants)	3 wks	40	Data Team, MIFM

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45	4.5	Initial data migration to staging environment	2 wks	44	Data Team
46	4.6	Data validation & reconciliation in staging	2 wks	45	Data Team, BA
47	4.7	Integration test cycle 1	2 wks	41–46	Integration Lead

Milestones:

- ✓ Integration Test Plan executed
- ✓ Successful test of ERP/payment integrations
- ✓ Initial data migration approved

8.6 Phase 5 – Testing (Unit, Integration, UAT, Security)

ID	WBS	Task Name	Duration	Pred	Primary Owner
50	5	Phase 5 – Testing	6 wks	47	Test Manager
51	5.1	Unit and system testing (developer-led)	2 wks	47	Dev Team
52	5.2	Performance and load testing	2 wks	51	Test & Infra Team
53	5.3	User Acceptance Testing (MIFM + tenants)	3 wks	51,52	MIFM PM, BA
54	5.4	Security testing / vulnerability assessment	2 wks	51,52	Security Team
55	5.5	Defect resolution and re-testing	2 wks	53,54	Dev & Test Teams
56	5.6	UAT sign-off and go-live recommendation	1 wk	55	PSC, MIFM PM

Milestones:

- ✓ Test Reports & Defect Logs approved
- ✓ UAT signed off
- ✓ Security Test Report accepted

8.7 Phase 6 – Go-Live Preparation & Change Management

ID	WBS	Task Name	Duration	Pred	Primary Owner
60	6	Phase 6 – Go-Live Preparation	4 wks	56	Change Manager
61	6.1	Detailed cutover and rollback plan	1 wk	60	Tech Lead, PM
62	6.2	Final configuration freeze	0.5 wk	61	Tech Lead

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63	6.3	Final production data migration & reconciliation	1 wk	62	Data Team
64	6.4	End-user and tenant training	3 wks	61	Training Lead
65	6.5	Communications to stakeholders and tenants	3 wks	61	Change Manager
66	6.6	Go-live readiness assessment	1 wk	63,64,65	PSC, PMs

Milestones:

- ✓ Training Completion Report
- ✓ Go-Live Readiness Checklist approved

8.8 Phase 7 – Production Go-Live & Hypercare

ID	WBS	Task Name	Duration	Pred	Primary Owner
70	7	Phase 7 – Go-Live & Hypercare	6 wks	66	Ops Support Lead
71	7.1	Execute cutover to production	0.5 wk	70	Tech Lead
72	7.2	Production monitoring (stabilization)	4 wks	71	Support Team
73	7.3	Incident management and early issue fixes	4 wks	71	Dev & Support
74	7.4	Daily/weekly hyper-care reporting	4 wks	71	PM & Support Lead
75	7.5	Hypercare closure review	1 wk	72,73,74	PSC, PMs

Milestones:

- ✓ Successful go-live declared
- ✓ Hypercare officially closed

Phase 8 – Optimization, Skills Transfer & Final Handover

ID	WBS	Task Name	Duration	Pred	Primary Owner
80	8	Phase 8 – Optimization & Handover	4 wks	75	PM, Solution Arch
81	8.1	Process Optimization & fine-tuning	3 wks	80	BA, Ops Lead
82	8.2	Formal skills transfer sessions (ICT + super users)	3 wks	80	Training Lead
83	8.3	Handover of documentation & source code	2 wks	81,82	PM, Tech Lead
84	8.4	Final project closure report & lessons learned	1 wk	83	PM, PSC

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Milestones:

- ✓ Skills Transfer Completion Report
- ✓ Source Code and Documentation Handover Accepted
- ✓ Final Project Closure Report approved

9. GENERAL CONDITIONS

- ✓ All reports must be submitted in PDF format, while the Project Plan must be provided in MS Project format.
- ✓ All reports, including minutes of meetings, are the property of the Department and may only be used or distributed with written permission from DARDLEA.
- ✓ No presentations of any report or related material may be made without prior written approval from the Department.
- ✓ Reports, including meeting minutes, must be submitted to the Project Leader, and progress reports must be submitted monthly.
- ✓ The Service provider is responsible for planning and budgeting monthly project management meetings and quarterly Project Steering Committee (PSC) meetings to report on deliverable progress and plans for future development.
- ✓ The Service provider must take accurate minutes of every meeting and circulate them to all attendees within one week.
- ✓ All arrangements for venues, equipment, and catering for meetings must be planned, budgeted, and provided by the Service Provider.

10. SPECIAL CONDITIONS

The Service Provider is expected to meet the following acceptance criteria:

10.1 Configuration Documentation & SOPs: Handover of complete Configuration Documentation and Installation Guide/Standard Operating Procedures (SOPs) to DARDLEA. These documents must clearly detail how to manage the hybrid software solution, including the database, environment, and system configuration.

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10.2 Conditions for Service Acceptance:

The services will be considered delivered when the following conditions are met:

- ✓ **Source Code Handover:** The system source code is provided to DARDLEA digitally or other secondary storage device as advised by the Department (Subscription / ERP's, source code excluded).
- ✓ **Installation & Compliance:** The application is fully installed, and all requirements and conditions stated in the bid document are met.
- ✓ **Operational System:** The application, with all features specified in the bid document, is live, fully functional, and accessible online.
- ✓ **End-User Training:** Training is completed, and all designated users are competent in operating the system.
- ✓ **Departmental Rights:**
 - DARDLEA reserves the right not to appoint any Service Provider if the bid is deemed non-responsive.
 - The Department may request additional clarification from preferred bidders if necessary.
 - Appointment of Service Providers may be made based on negotiated rates.
 - No services will be accepted without an approved Purchase Order or confirmation letter from the Department.
 - The Department reserves the right to review and amend system requirements as needed.
 - Any new items or enhancements will be negotiated with the Service Provider and priced at a market-related rate.
- ✓ **Bid Document Compliance:**
 - Original bid documents must be completed in black ink.
 - The use of correction fluid will result in disqualification.

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- ✓ Joint Ventures: Service providers bidding as a joint venture must register the joint venture on the Central Supplier Database (CSD) as soon as notification of the intended appointment is received.

11. EVALUATION PROCESS

The evaluation process comprises of the following phases:

Phase I: Initial Screening Process

During this phase bid documents will be reviewed to determine compliance with the following:

Failure to submit or adhere to the below “Phase I” requirements will lead to automatic disqualification.

- Bidders must attend the compulsory briefing session and must sign the attendance register.
- SBD forms (SBD 1, SBD 4 & SBD 6.1) must be honestly, fully completed and signed by the bidder
- Signed Joint Venture Agreement and Power of Attorney in case of Joint Ventures must be submitted.
- The Bill of Quantities (BoQ) must be fully completed and signed by the bidder.
- Bidders must indicate the total bid offer on the cover page as indicated in the grand total on the Bill of quantities.
- Bidders must submit a Company Profile which includes a list of previous contract work done, value of the work and contactable references per contract.
- Bidders must submit a Comprehensive proposal with a clear detailed implementation approach inclusive of total pricing structure for 3 years.

All bidders must be registered with the Central Supplier Database (CSD) failure to do so will be automatically disqualified.

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NB: It is the responsibility of the bidder to ensure that the following key information is to avoid any disqualification during the bid evaluations:

- The Business registration status
- Bid restrictions and defaulters status
- Identification number and the service of the state status

A bidder must comply with all Phase I requirements to qualify for the next phase of evaluation process.

Phase II: Functionality evaluation as per attached Terms of Reference

- a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- b) Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring for the respective bids will evaluate and score all bids based on their submissions and the information provided.
- c) Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- d) The panel members will individually evaluate the responses received against the following criteria as set out below:

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EVALUATION CRITERIA FUNCTIONALITY

CRITERIA	EVIDENCE	VALUE	WEIGHTING
<p>Presentation of the proposed solution</p> <p>Functional Fit & Capability on how well the proposed solution meets the mandatory requirements, especially multi-tenancy, cashless system, audit trail, and ERP integration.</p> <ul style="list-style-type: none"> • Proposed Solution: Detailed description of the software and how it meets each functional requirement. • Implementation Plan should include the following components: <ul style="list-style-type: none"> ➢ Timeline, ➢ key milestones ➢ project team structure. • Pricing Structure should include the following components: <ul style="list-style-type: none"> ➢ Software licensing fees (per user? per tenant? monthly/annual?). ➢ One-time implementation and setup costs. ➢ Ongoing support and maintenance fees. ➢ Clear pricing for API access and support for ERP integration projects. <p>N.B The shortlisted services providers will be subjected presentation of the proposed system solution.</p>	If the proposal addresses only one (1) of the eight (8) stipulated components.	1	30
	If the proposal addresses only two to three (2-3) of the eight (8) stipulated components.	2	
	If the proposal addresses only four to five (4-5) of the eight (8) stipulated components.	3	
	If the proposal addresses only six to seven (6-7) of the eight (8) stipulated components.	4	
	If the proposal addresses all the eight (8) or more stipulated components.	5	

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<p>Service Provider Experience</p> <ul style="list-style-type: none"> • Relevant Experience in similar project, specifically highlighting experience with: ➤ Multi-tenant WMS setups. ➤ Cashless/electronic payment integration within a WMS. ➤ Successful integrations with multiple, diverse external ERP systems. 	Bidder attached zero (0) to one (1) Appointment Letter and Close out report.	1	20
	Bidder attached two (2) Appointment Letter and Close out report.	2	
	Bidder attached three (3) Appointment Letter and Close out report.	3	
	Bidder attached four (4) Appointment Letter and Close out report.	4	
	Bidder attached Five (5) or more Appointment Letter and Close out report.	5	
<p>Details of staff</p> <p>Details of staff available for this Contract with attached CV, certified qualifications written and signed consent from relevant personnel with reference to this bid. The following technical skills or qualifications are required:</p> <p>System architect (5) Business analyst (5) Data scientist (5) Project management expert (5)</p>	System architect (5)		20
	National Certificate or NQF level 5 or less or non-attachment	1	
	National Diploma or NQF level 6	2	
	Bachelor's Degree or NQF level 7	3	
	Honor's Degree or NQF level 8	4	
	Master's Degree and above NQF level 9 and above	5	
	Business analyst (5)		
	National Certificate or NQF level 5 or less or non-attachment	1	
	National Diploma or NQF level 6	2	
	Bachelor's Degree or NQF level 7	3	
	Honor's Degree or NQF level 8	4	
	Master's Degree and above NQF level 9 and above	5	
	Data scientist (5)		
	National Certificate or NQF level 5 or less or non-attachment	1	
	National Diploma or NQF level 6	2	
	Bachelor's Degree or NQF level 7	3	
	Honor's Degree or NQF level 8	4	
	Master's Degree and above NQF level 9 and above	5	

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	Project management expert (5)			
	National Certificate or NQF level 5 or less or non-attachment	1		20
	National Diploma or NQF level 6	2		
	Bachelor's Degree or NQF level 7	3		
	Honor's Degree or NQF level 8	4		
	Master's Degree and above NQF level 9 and above	5		
Integration Capability The API must support the following key component: -Bidirectional synchronization of key data entities -Customers -Purchase Orders -Sales Orders -Invoices -Inventory Levels	The integration capability addresses only one (1) of the six (6) stipulated items.	1	20	
	The integration capability addresses only two (2-3) of the six (6) stipulated items.	2		
	The integration capability addresses only three (4-5) of the six (6) stipulated items.	3		
	The integration capability addresses only 6-7 of the six (6) stipulated items.	4		
	The integration capability addresses all the six (6) or more stipulated components.	5		
Attachment of ISO certification ISO 9001 ISO 27001	Non-attachment	1	10	
	One certificate attached	3		
	Two certificates attached	5		
TOTAL			100	

Only bidders who attain a minimum of 60 percent on Functionality will qualify to proceed for further evaluation on Price and Preference points.

THE BID EVALUATION COMMITTEE MAY CONDUCT PHYSICAL VERIFICATION DURING THE EVALUATION PROCESS.

- e) Each panel member will rate each individual criterion on the score sheet using the following scale:

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1-Poor, 2- Below average, 3- Good, 4- Very good, 5- Excellent

- f) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 60% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- g) The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- h) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 60 percent for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- i) Any proposal not meeting a minimum score of 60% functionality will be disqualified.
- j) The price will not be evaluated at this stage

Phase III: Price / Financial stage

- a) Price / Financial proposal must be submitted in South African Rand.
- b) The following formula will be used to calculate the points for price in respect of this bid:

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

Ps= Points scored for comparative price of bid under consideration

Pt= Comparative price of bid under consideration

P min = Comparative price of lowest acceptable bid

- c) The responsive bids will be adjudicated by the State whether the 90/10 or 80/20

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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.

- The bid price (maximum 80 or 90 points)
- Specific goals (maximum 20 or 10 points)

- d) The Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Procurement Regulations 2022, Regulations were gazetted on 4 November 2022 (No. 47552) Vol.689 and effective from 16 January 2023. This bid will be evaluated as per above mentioned regulations. Bidders are required to submit evidence by which preference points can be claimed based on the specific goals determined by the Department. In case of a Joint Venture, the average score of the joint companies will be considered for determining preference point score.
- e) A maximum of 20 or 10 points may be awarded to a bidder for full complying with specific goals requirements stipulated in the table below. For this bid the maximum number preference points that could be allocated to a bidder are indicated below:

Specific Goal	Maximum Preference Points Allocated	Minimum Proof required for claiming preference points
An Enterprise owned by black people	4 / 2	CIPC enterprise registration certificate, certified ID copies of company owners and certified Accredited B-BBEE status level contributor certificate or signed sworn affidavit
An Enterprise owned by youth (35 years or younger)	4 / 2	CIPC enterprise registration certificate, certified ID copies of company owners and certified Accredited B-BBEE status level contributor certificate or signed sworn affidavit
An Enterprise owned by women	4 / 2	CIPC enterprise registration certificate, certified ID copies of company owners and certified Accredited B-BBEE status level contributor certificate or signed sworn affidavit

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An Enterprise owned by persons with disability	4 / 2	Proof of disability (Certificate from a medical doctor that specifies the nature of the disability)
An enterprise owned by Military veterans	4 / 2	A confirmation letter from the Department of Military Veterans confirming the individual's status as a military veteran and that they have not been dishonorably discharged from that military organization or force.
TOTAL	20 or 10 POINTS	

Failure to submit the required evidence will lead to allocation of zero (0) preference

- a) The Certified copies should not be made more than 6 months by the closing of the bid.
- b) The points scored by a bidder in respect of the points indicated above will be added to the points scored for price.
- c) Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard specific goals.
- d) Points scored will be rounded off to the nearest 2 decimals.
- e) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number on specific goals. Should two or more bids be equal in all respects, the award shall be decided by drawing lots.
- f) The highest scored bidder will be subjected to a live demo presentation before the appointment letter can be issued.
- g) The contract will be awarded to the highest scored bidder.

NB: It is the responsibility of the service provider to ensure that tax is compliant during the appointment stage and have a valid bank account.

- Where the recommended bidder is not tax compliant, the bidder will be notified by email or in writing of their non-compliant status and the bidder will be requested to provide written proof from SARS on their compliance status or proof that they have made an arrangement

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to meet their outstanding tax obligation, within 7 working days. The bidder should thereafter provide the Department with proof of their tax compliance status which should be verified via the Central Supplier Database.

- Should the recommended bidder fail to provide written proof of their tax compliance status within seven (7) working days for bids; the Accounting Officer or Accounting Authority must reject the bid submitted by the bidder.
- Where goods and services have been delivered satisfactory without any dispute the department must not delay the processing of payments as a result of outstanding tax matters.
- A bidder must register for Value Added Tax (VAT) if the total value of taxable goods or services awarded is more than R1 million in a 12-month period or is expected to exceed this amount.

12. CLIENT BASE

The information submitted concerning the experience may be verified in terms of contactable references which are on the company profile. The references may include the names of relevant persons as well as their phone numbers and email addresses.

DARDLEA may utilize this data to obtain information during the evaluation and adjudication process.

13. INDEMNITY IMPLICATIONS

Successful service providers must be prepared to enter into a service level agreement with the DARDLEA.

DARDLEA reserves the right to award this bid on a non-exclusive basis, i.e. DARDLEA may procure similar services outside this bid with the view of securing the best service and value for money.

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14. COMMUNICATION

Supply Chain Management will communicate with bidders for, among others. Where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for DARDLEA in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

15. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in invalidation of such bids.

16. PROHIBITION OF RESTRICTIVE PRACTICES

In terms of the Competition Act No. 89 of 1998, all applicable sections of the relevant Acts will be covered under the Service Level Agreement (SLA).

18. FRONTING

DARDLEA supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conduction themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, DARDLEA condemns any form of fronting.

DARDLEA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and industry be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business

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with public sector for a period not exceeding ten years, in addition on any other remedies DARDLEA may have against the bidder/contractor concerned.

Fronting is prohibited. Any bidder found to have fronted shall automatically be disqualified. For contracts already awarded, the contract shall be cancelled and any costs borne shall be for the account of the defaulting Bidder. These costs shall include the costs of appointing another Bidder to complete the work.

19. COMPLETION PERIOD

The successful Bidder(s) will be expected to offer the services as and when required for a period of 36 months.

The service providers are expected to deliver the required goods within 30 days after the receipt of an order or unless agreed upon with the Department within the duration of the contract.

20. MONITORING

Bidders are to note that the Department will monitor and evaluate the project through delegated officials. All payment claims are to be certified by the delegated official, before payment can be effected.

21. TAXES

Value Added Tax at 15% must be included in the agency fees. If a bidder is not registered with SARS for VAT purposes and is awarded a bid that is above the threshold required for registration, proof for VAT registration application must be submitted within 14 days of the signing of the contract with the Department. **Failure to submit the above-stated shall result in the VAT not been paid to the Bidder.**

22. PRICE NEGOTIATION

- The department may negotiate the price offered by the bidder who scored the highest points if the prices are considered to be above the market analysis.

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- If the price offered by the bidder scoring the highest points is not market-related, the department may negotiate a market-related price with the bidder scoring the highest points, and if in agreement, a service level agreement will be entered into by both parties.
- If the bidder scoring the highest points does not agree to a market-related price and can prove beyond reasonable doubt that the price offered by the department is not according to the market the department may consider reviewing the prices based on the quotes provided by the supplier.
- If the bidder scoring the highest points does not agree to a market-related price the department shall negotiate a market-related price with the second bidder, if the bidder scoring the second highest points does not agree to a market-related price the department shall negotiate a market-related price with the bidder scoring the third highest points.
- If the market-related price is not agreed to as envisaged by the first, second, and third bidder the department shall cancel the bid.

23. RIGHT OF DARDLEA TO INVESTIGATE AND SEEK CLARIFICATION

- The Department may, in its sole discretion, seek clarification, during the process. In the process of clarification, no change in the substance of the Technical Section or in the Financial Section shall be sought, offered or permitted.
- The Department shall, seek all clarifications in writing and the bidders responses shall also be in writing. Without limiting the information above, the Department may, in its sole discretion;
- Investigate evidence of the ability and experience of a Bidder under consideration, including joint venture partners, proposed sub-contractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and
- Require or seek out confirmation from other parties of information furnished by a Bidder.

24. ARITHMETICAL ERRORS

Check responsive Bid offers for arithmetical errors, correcting them in the following manner:

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- Where there is a discrepancy between the amounts in figures and in words, the amount words shall govern.
- If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as Bided shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the service provider's addition of prices, the total of the prices shall govern and the service provider will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the Bided total of the prices.
- Consider the rejection of a Bid offer if the service provider does not correct or accept the correction of his arithmetical errors in the manner described above.

25. SIGNATURE OF AUTHORITY.

Only persons duly authorized by a company shall sign the documents that are to be submitted to the Department. A letter of authorization must accompany bid documents. In terms of joint ventures, a document of establishment of the venture must accompany bid documents. Representatives of all the parties in the joint venture shall sign the establishment document.

26. ACCEPTANCE AND REJECTION

The Department may reject any bid document if it deviates from the set criteria and reserves the right to accept or reject any bid if it does not meet the necessary requirements.

27. TIME SCHEDULE

All bids will be valid for **90 days** after closing date. In cases where the bidder fails to sign the contract of agreement or produce the required security within the required time, be unable to undertake work given or withdraw during the appointment period, the bidder shall repay the

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full expenses of re-advertising and preparing of new bids. This shall not apply if the Department accepts another bidder from the list.

28. JURISDICTION

The applicable legislation of the Republic of South Africa shall apply to each contract on its acceptance as *domicilium citandiet executandi*, where any legal process may be resumed on the contractor.

Each bidder binds itself to the jurisdiction and the stipulated laws of the Republic of South Africa.

29. PAYMENTS

Payments shall be as stipulated in the Service Level Agreement entered into between the department and the successful bidder.

30. MEDIATION AND ARBITRATION

Mediation and Arbitration proceedings shall be in terms of rules laid by the Law Society of South Africa.

ENQUIRIES AND CLOSING DATE

Technical Enquiries : **Mr. H.A SIBISI**
Contact : **013 766 6116**

Administrative Enquiries : **Ms NI MBUYANE or Ms TV DHLUDHLU**
Contact : **013 766 6118 / 013 766 6674**

Email : **nimbuyane@mpg.gov.za /**
vmanana@mpg.gov.za

CLOSING DATE : AS PER BID BULLETIN

NB: NO LATE SUBMISSIONS WILL BE ACCEPTED



Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

If "Good standing", please state the purpose of this application

Two empty horizontal lines for text entry.

Particulars of applicant

Name/Legal name (Initials & Surname or registered name) [Grid]

Trading name (if applicable) [Grid]

ID/Passport no [Grid] Company/Close Corp. registered no [Grid]

Income Tax ref no [Grid] PAYE ref no 7 [Grid]

VAT registration no 4 [Grid] SDL ref no L [Grid]

Customs code [Grid] UIF ref no U [Grid]

Telephone no [Grid] Fax no [Grid]

E-mail address [Grid]

Physical address [Grid]

Postal address [Grid]

Particulars of representative (Public Officer/Trustee/Partner)

Surname [Grid]

First names [Grid]

ID/Passport no [Grid] Income Tax ref no [Grid]

Telephone no [Grid] Fax no [Grid]

E-mail address [Grid]

Physical address [Grid]

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
--------------	----------------	-----------	----------------	------------------	--------

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
 If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

-

Signature of representative/agent Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

- -

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as 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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
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

a) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80 / 90
SPECIFIC GOALS	20 / 10
Total points for Price and SPECIFIC GOALS	100

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

DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF THE MPUMALANGA INTERNATIONAL FOOD MARKET CENTRALISED WAREHOUSE MANAGEMENT SYSTEM WITH MULTI-TENANT LOGISTICS, INTEGRATED INVENTORY, SALES MANAGEMENT AND CASHLESS TRANSACTION FUNCTIONALITY FOR A PERIOD OF 36 MONTHS.

- 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 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF THE MPUMALANGA INTERNATIONAL FOOD MARKET CENTRALISED WAREHOUSE MANAGEMENT SYSTEM WITH MULTI-TENANT LOGISTICS, INTEGRATED INVENTORY, SALES MANAGEMENT AND CASHLESS TRANSACTION FUNCTIONALITY FOR A PERIOD OF 36 MONTHS.

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:

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 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 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

Note to tenderers: The tenderer must indicate how they claim points for each

DEVELOPMENT, IMPLEMENTATION AND MAINTAINANCE OF THE MPUMALANGA INTERNATIONAL FOOD MARKET CENTRALISED WAREHOUSE MANAGEMENT SYSTEM WITH MULTI-TENANT LOGISTICS, INTEGRATED INVENTORY, SALES MANAGEMENT AND CASHLESS TRANSACTION FUNCTIONALITY FOR A PERIOD OF 36 MONTHS.

preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 or 90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 or 90/10 system) (To be completed by the tenderer)
An Enterprise owned by black people	4 / 2	
An Enterprise owned by youth (35 years or younger)	4 / 2	
An Enterprise owned by women	4 / 2	
An Enterprise owned by persons with disability	4 / 2	
An enterprise owned by Military veterans	4 / 2	

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;

DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF THE MPUMALANGA INTERNATIONAL FOOD MARKET CENTRALISED WAREHOUSE MANAGEMENT SYSTEM WITH MULTI-TENANT LOGISTICS, INTEGRATED INVENTORY, SALES MANAGEMENT AND CASHLESS TRANSACTION FUNCTIONALITY FOR A PERIOD OF 36 MONTHS.

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

THE NATIONAL TREASURY

Republic of South Africa



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

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

#

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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