

## REQUEST FOR QUOTATION

RFQ 010-2023-24  
Enquiries: Itumeleng Likotsi  
Tel: 012 315 5572  
Email: rfp@gtac.gov.za

### ATTENTION: PROSPECTIVE BIDDERS

#### **RFQ 010-2023-24: PROCUREMENT OF ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM TO AUTOMATE THE PROCUREMENT FUNCTION IN THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) FOR A PERIOD OF TWELVE MONTHS RENEWABLE ANNUALLY FOR UP TO 36 MONTHS**

The Professional Services Procurement (PSP) Unit within Government Technical Advisory Centre (GTAC) hereby invites credible suppliers to submit a quotation in response to the Terms of Reference attached hereto.

### 1. EVALUATION METHODOLOGY

1.1. The table below reflects the evaluation methodology for this Request for Quotation:

Evaluation Stage	Description
Stage 1: Administrative Compliance Requirements	Evaluation of documents cited in section 2 below. Documents must be submitted and duly completed and signed where required.
Stage 2: Functionality/Technical Evaluation	Response to functionality/technical evaluation criteria cited in the attached TOR.
Stage 3: Preferential Procurement Regulations 2022 (Price and Specific Goals)	80/20 Price and specific goals evaluation based on the Preferential Procurement Regulations 2022 - (refer to the SBD 6.1 for more detail).



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### 2. STAGE 1: ADMINISTRATIVE COMPLIANCE REQUIREMENTS

Bidders must submit all Standard Bidding Documents (SBD), as outlined below:

SBD forms must be completed in full and duly signed where required, including the Central Supplier Database (CSD) number/ report for verification of tax compliance status.

Document to be submitted	Requirement	Non-submission may result in disqualification?
SBD 1 – Invitation to bid	Complete and sign the supplied pro forma document	NO
CSD Registration Report or CSD registration number or SARS pin	Bidders must be registered on the CSD and submit the report as confirmation of registration at the closing date of the bid.	NO
SBD 3.3 Pricing Schedule	Complete and sign the financial proposal	YES
SBD 4 – Bidder's Disclosure	Complete and sign the form	YES
SBD 6.1 Preferential Claim Form in terms of Preferential Procurement Regulation (PPR) 2022, if applicable	Complete and sign the form	NO

#### 2.1 Tax clearance status

A tax pin, valid at the closing date and time of the bid, must be provided for purposes of verifying that the tax matters of the bidder are in order. Where consortiums/ joint ventures/ sub-contractors are involved, each party to the association must submit a separate validation of tax status, i.e. Registration number from CSD must be provided with this bid.

The bidder's tax matters must be compliant at the time of award. In cases where a bidder's tax matters are non-compliant the bidder will be given a maximum of **seven (7) days** to remedy the tax matters. Failure to remedy this will invalidate the bid.



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### 3. STAGE 2: FUNCTIONALITY EVALUATION (REFER TO THE TOR)

- 3.1. Bidders are required to submit a functionality/technical proposal in response to the technical evaluation criteria cited in the Terms of Reference.
- 3.2. Bidders are required to meet the requirements as per par 6.1.2 of TOR for the functionality evaluation to be considered on next stage for Preferential Procurement Regulation (PPR) 2022.

### 4. STAGE 3: THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 - (REFER TO THE SBD 6.1 FOR MORE DETAILS)

#### 4.1. 80/20 Preference Points Evaluation

- a. 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 of SBD 6.1 as may be supported by proof/ documentation stated in the conditions of this RFQ
- b. The following preference point system is applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value (**RFQ**) up to R1 000 000 (all applicable taxes included); and
- c. Points for this RFQ shall be allocated/awarded for:
  - The bid price (maximum 80 points)
  - Specific goals (maximum 20 points) as allocated and specified on SBD 6.1 to claim points accordingly.
  - The RFQ must meet the requirements as per TOR attain a minimum threshold score of 75% in order to be shortlisted and evaluated further based on the (80/20) principle of which eighty (80) points are allocated for price evaluation and the remaining twenty (20) points are allocated for the specific goals as indicated in the table below:

<b>Number of points allocated (80/20 points system)</b>	
<b>Price</b>	<b>80</b>
<b>The specific goals allocated points in terms of this RFQ are as follows:</b>	<b>20</b>
Above 30% ownership for Historically Disadvantaged Individuals who had no franchise in national elections before the 1983 or 1993 Constitutions.	5
Women percentage of ownership: 30% and above	5
Disability percentage of ownership: 30% and above	5
Youth percentage of ownership: 30% and above	5
<b>Total Points</b>	<b>100</b>



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<u>Terminology</u>	<u>Definition</u>
<u><b>Black People</b></u>	As per the Broad-Based Black Economic Empowerment Act 53 of 20023 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.
<u><b>“specific goals”</b></u>	“Means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in <i>Government Gazette</i> No. 16085 dated 23 November 1994;
<u><b>Historically Disadvantaged Individual</b></u>	Means a South African citizen: <ol style="list-style-type: none"> <li>1. who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the interim Constitution”); and/ or</li> <li>2. who is a female; and/ or</li> <li>3. who has a disability.</li> </ol> Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI.

**The CSD report shall be used as evidence to confirm/award points for Specific Goals. It is the responsibility of the bidding entity/bidder to ensure that the information on the CSD is updated and accurate.** 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.

### 5. SUBMISSION REQUIREMENTS

- 5.1. The 1<sup>st</sup> submission must contain the functionality/technical proposal and the 2<sup>nd</sup> submission must contain the financial proposal (SBD 3.3), total cost must be inclusive of all applicable taxes (if no indication is given, quoted prices will be evaluated as all applicable taxes inclusive)



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- a) All returnable bid documents must be completed in full and submitted together with the bidder's proposal at closing date and time of bid.
- b) Late or incomplete submissions will not be accepted.
- c) GTAC reserves the right to verify validity of documents at any stage during this RFQ process or after award.
- d) It will be an advantage for the bidders complying with all South African laws; including the Immigration Act 13 of 2002 (as amended).
- e) **SBD 4 - A bidder will be disqualified if the SBD 4- Bidder's Disclosure is found not to be true and complete in every respect in the attached SBD 4 form.** The following definitions should be considered when completing the form:
  - o "Person" means a bidder or supplier or shareholder, director, trustee, partner, member of a bidder or supplier having the controlling interest in the bidder or supplier.
  - o "State" means a national or provincial department, national or provincial public entity or constitutional institution, a municipality or municipal entity, a provincial legislature or parliament.
- f) Failure to adhere to the above requirements i.e., misrepresentation and/or non-submission of the required documentation may lead to a disqualification or termination of the contract with the appointed service provider at any stage of implementation.

### 6. SUBMISSION DETAILS AND CLARIFICATION

Submissions must be sent to: [rfp@gtac.gov.za](mailto:rfp@gtac.gov.za) by **14:00pm on 10 November 2023**.

Professional Services Procurement (PSP): GTAC will evaluate proposals in accordance with the evaluation methodology cited on paragraph 1.1 above but is neither legally bound nor obligated to accept quoted rates and further reserves the right to negotiate total cost price around any quotation before the award of this RFQ.

Any clarification regarding this invitation or the Terms of Reference must be addressed in writing by e-mail to [rfp@gtac.gov.za](mailto:rfp@gtac.gov.za). A non-compulsory briefing session will be held on **03 November 2023. (Link will be made available on website)**

No telephonic requests for clarification shall be entertained.

### 7. SPECIAL CONDITIONS OF THIS BID

GTAC reserves the right:



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- a) To negotiate with recommended bidder(s) identified in the evaluation process, regarding their price.

### 8. BID VALIDITY PERIOD

The bid will be valid for a period of 60 (sixty) days from the closing date.

Yours sincerely



**Aletta Mbuyane**  
**Professional Services Procurement: Acquisition and Sourcing**  
**Date: 27 October 2023**



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>							
BID NUMBER:	RFQ 010-2023-24	CLOSING DATE:	10 NOVEMBER 2023	CLOSING TIME:	14H00PM		
DESCRIPTION	PROCUREMENT OF ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM TO AUTOMATE THE PROCUREMENT FUNCTION IN THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) FOR A PERIOD OF TWELVE MONTHS RENEWABLE ANNUALLY FOR UP TO 36 MONTHS						
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Aletta Mbuyane			CONTACT PERSON	Aletta Mbuyane		
TELEPHONE NUMBER	012 315 5867			TELEPHONE NUMBER	012 315 5867		
FACSIMILE NUMBER	-			FACSIMILE NUMBER	-		
E-MAIL ADDRESS	<a href="mailto:rfp@gtac.gov.za">rfp@gtac.gov.za</a>			E-MAIL ADDRESS	<a href="mailto:rfp@gtac.gov.za">rfp@gtac.gov.za</a>		
<b>SUPPLIER INFORMATION</b>							
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 /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]		
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>							

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g., company resolution)

DATE: .....

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

## Application for a Tax Clearance Certificate

### Purpose

Select the applicable option .....Tenders ☐ Good standing ☐

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


### Particulars of applicant

Name/Legal name (Initials & Surname or registered name)																														
Trading name (if applicable)																														
ID/Passport no											Company/Close Corp. registered no																			
Income Tax ref no											PAYE ref no	7																		
VAT registration no	4										SDL ref no	L																		
Customs code											UIF ref no	U																		
Telephone no	C O D E					N U M B E R					Fax no	C O D E					N U M B E R													
E-mail address																														
Physical address																														
Postal address																														

### Particulars of representative (Public Officer/Trustee/Partner)

Surname																														
First names																														
ID/Passport no											Income Tax ref no																			
Telephone no	C O D E					N U M B E R					Fax no	C O D E					N U M B E R													
E-mail address																														
Physical address																														

**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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Audit**Are you currently aware of any Audit investigation against you/the company?.....  

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  or .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

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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

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Date

Name of applicant/Public Officer **Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - 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 ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**PRICING SCHEDULE**  
**(Professional Services)**

NAME OF BIDDER: ..... BID NO.: RFQ 010-2023-24

CLOSING TIME: 14:00pm.....

CLOSING DATE.: 10 November 2023

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

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

4. PRICING BREAKDOWN

Year/Months	Module/s	Customization Fee	Amount excl VAT	Amount incl VAT	Annual Increase (%)	Total Cost including escalation (%)
0 - 3 Months						
4 – 12 Months						
13 – 24 Months						
25 – 36 Months						
<b>Total</b>						

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

\*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

.....

.....

\*[DELETE IF NOT APPLICABLE]

Name of Bidder: .....

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Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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 consortium<sup>2</sup> 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

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

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).

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

*(delete whichever is not applicable for this tender).*

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

1.3 Points for this tender shall be awarded for:

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

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

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 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 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Price	80	
The specific goals allocated points in terms of this tender.	20	
Above 30% ownership for Historically Disadvantaged Individuals who had no franchise in national elections before the 1983 or 1993 Constitutions.	5	
Women percentage of ownership: 30% and above	5	
Disability percentage of ownership: 30% and above	5	
Youth percentage of ownership: 30% and above	5	
<b>Total Points.</b>	<b>100</b>	

## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

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

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

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## TERMS OF REFERENCE

**For the (Enterprise Resource Planning) ERP System to automate the procurement function in the Government Technical Advisory Centre (GTAC) for a period of twelve months renewable annually for up to 36 months**

**Required Service Provider: ERP SYSTEM**

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## BACKGROUND INFORMATION

### Programme Identification

Name of Client	GTAC
Name of Project	Enterprise Resource Planning (ERP) System
Contracting Authority	Government Technical Advisory Centre (GTAC, National Treasury)
Accounting Officer	Ms Ronette Engela, Acting Head of GTAC
Budget Manager	Ms. Elaine Venter, Acting HRD and CS Manager
Contract Owner	Ntuthuzelo Gobozi
Project Purpose	To procure a system to automate GTAC's procurement business process through an Enterprise Resource Planning System.

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## **1. BACKGROUND INFORMATION**

### **1.1. Introduction**

The Government Technical Advisory Centre (GTAC) was established to consolidate the advisory and support activities of the National Treasury within a dedicated centre with skilled expertise. The aim was to establish a government centre that could respond flexibly and professionally to service delivery constraints in the public sector, by deploying technical and advisory expertise to address these challenges.

Whilst GTAC's establishment and consolidation phase resulted in the creation and development of a specialist procurement unit within GTAC (known as the Professional Service Procurement (PSP) business unit), the organisational development of this unit has been limited by human capital and process related issues, with limited investments in enabling technology beyond the exploitation of MS Office Suites (including MS365).

As a result, GTAC's procurement function including demand management, acquisition management, contract management, compliance management, and panel management processes are still predominantly manual, despite the processes being highly regulated and often requiring multiple steps to fulfil a single procurement project.

This low utilisation of enabling ICT systems is problematic considering the number of high-volume procurements that GTAC has to execute and results in the following issues:

- Delays in the tender fulfilment process.
- An error prone tender fulfilment process.
- Overwork for an understaffed PSP team.
- Frustration for the PSP staff and clients (internal and other government departments).
- An opaque tender fulfilment process.
- Lack of integration with GTAC financial systems which currently uses Pastel Evolution System as approved by the OAG.

## **2. THE PURPOSE OF THE PROJECT**

GTAC's procurement spend is predominately made up of expenditure on professional services providers in the form of business and advisory service consultants. The bulk GTAC's procurement spend is driven by GTAC's Transaction and Advisory Services, and Project Management Programmes therefore GTAC urgently needs to automate its current manual procurement processes to increase productivity, eliminates manual errors, provides visibility into spend, a system that will act as central repository, improves collaboration between internal and external teams, removes approval bottleneck including realization of the following benefits:

**TERMS OF REFERENCE:** For the (Enterprise Resource Planning) ERP System to automate the procurement function in the Government Technical Advisory Centre (GTAC) for a period of twelve months renewable annually for up to 36 months.

**a. Efficiency and Effectiveness:**

- Faster turn-around times in tender request fulfillment.
- Less errors in the tender request fulfillment process.
- Integration with GTAC financial systems to minimize risks associated with duplication of payments.
- Better control of the tender request fulfillment process.
- A more transparent tender fulfillment process.
- Better reporting.
- Better management of resources.
- Electronic filing and reduced paper-based documentation.
- Added functionality that enriches the current tender request fulfillment process (e.g., automated panel-management).

**b. Alignment and Compliance:**

- Automating PSP processes to ensure alignment and compliance with government procurement rules (PFMA) and audit requirements. The envisaged system will be procured on a subscription basis to allow for an easy decoupling when the IFMS system is rolled out. There is also a requirement that the system data be exportable to a compatible format that can be consumed by IFMS when it comes into play.

### **3. PURPOSE OF THIS DOCUMENT**

The purpose of this document is to outline the requirements for the appointment of a service provider that will render services to implement a Procurement enterprise resource planning (ERP) tool for the PSP business unit within the GTAC for a renewable subscription period of twelve months renewable annually for up to 36 months. The services will be in the form of configuration, implementation, on-boarding and support of the Procurement ERP tool. In addition, the document provides a specification for submissions of proposals and pricing by the service providers/reseller.

### **4. SCOPE OF THE WORK**

- 4.1.** GTAC intends to procure a subscription web-based system which is an off-the-shelf procurement solution, optimized for government procurement, that can provide the required functionality to automate procurement and requires minimal customization. The system should be able to integrate with the central supplier database and e-Tender Portal and allow for easy transition to IFMS procurement module and platform when the need arises.

**TERMS OF REFERENCE:** For the (Enterprise Resource Planning) ERP System to automate the procurement function in the Government Technical Advisory Centre (GTAC) for a period of twelve months renewable annually for up to 36 months.

**4.2.** The system should be fully functional within 3 months of it being procured and the same shall be on a trial phase for 3 months whereafter at GTAC's discretion the system utilization can be for a maximum 36 months. The system should have the functionality to automate the following process groups and sub-categories within each group:

- a. Demand Planning and Management
- b. Acquisition Management
- c. Contract Management
- d. Requisition Management
- e. Panel Management

**4.3.** The above system functionality will be implemented in agreed phases to allow for change management, end-user adoption and ensure that each module works as expected. The said implementation may include all or some of the modules under 4.2 (a) to ( e ) above. The successful bidder must as a minimum be able to deliver the following:

- i. Supply, deliver, install, and configure the ERP system at 240 Madiba Street building in Pretoria.
- ii. Provide a change management plan and manage the change management process in coordination with the GTAC IT Business Analyst. This change management plan will incorporate a communication, system testing, training, and rollout plan.
- iii. Provide a training plan and perform the training of system users.
- iv. Provide a maintenance plan and maintain the system for the duration of the contract.
- v. Provide user guidance/support on issues faced using the solution.
- vi. Maintain decision logs regarding decisions made around the customizing and roll-out of the system as well as documenting any customisations made to the system.
- vii. System testing and feedback.
- viii. User acceptance and feedback
- ix. Monitoring usage analytics
- x. Working with the Business Analyst to ensure the system complies with the stated business processes.
- xi. Integration with the Pastel Finance module that is currently being used by the GTAC Finance business unit. The service provider will show how the system can be integrated or made to interface with the Pastel Finance module to manage contract payments and other procurement related payments.
- xii. The system data should be exportable to a compatible format that can be consumed by Integrated Financial Management System (IFMS) when it comes into play.
- xiii. Support and maintenance for the duration of the contract as the system is expected to be provided as a Software As A Service (SAAS).

**TERMS OF REFERENCE:** For the (Enterprise Resource Planning) ERP System to automate the procurement function in the Government Technical Advisory Centre (GTAC) for a period of twelve months renewable annually for up to 36 months.

#### **4.4. System requirements**

The system as a minimum, should be able to perform the following functions:

- a) Allow users to upload specifications and any other supporting documentation.
- b) Ability to rotate suppliers for Procurement.
- c) Ability to upload the standard Requests for Quotations (RFQ) templates.
- d) To generate system based RFQ's and send the RFQ's request to the selected service providers via the system.
- e) Allow officials to conduct electronic evaluations and allow evaluators to provide comments /recommendations.
- f) Allow delegated official/s to approve/ reject the recommendation.
- g) Procurement process tracking capabilities for procuring officials (SCM) and internal stakeholders (clients).
- h) The system should produce audit trail report of procurement process.
- i) System should have a capability for integration / interlinked with CSD.
- j) System should be able to generate reports for all suppliers (Panel/database) with non-tax compliant status and send notification to suppliers.
- k) System must validate supplier's information e.g., tax status, active / non active on CSD, blacklisted or restricted suppliers.
- l) The System shall provide a platform to upload all approved contracts.
- m) The System shall have the capability to capture contracts amounts and track spending (payments) and reflect remaining amounts or commitments.
- n) The System shall have the capability for contract end users to perform supplier's performance evaluation (within set timelines)
- o) The system should have a functionality of notifying end-users on contract expiry date in advance.
- p) The system should be able to capture contract milestones and related amount allocations.
- q) Ability to amend contract changes (e.g., through Variations, Extensions etc.)
- r) The system should have the capability to generate an up-to-date contract register and commitments schedule.
- s) The system should be able to automate Standard Bidding Documents and to allow for electronic bid submissions.
- t) The System should allow for electronic customization of any other forms deemed necessary for evaluation, e.g., CV template, Company profiles etc.
- u) The system should be able to restrict/alert bidders on submission of incomplete fields.

**TERMS OF REFERENCE:** For the (Enterprise Resource Planning) ERP System to automate the procurement function in the Government Technical Advisory Centre (GTAC) for a period of twelve months renewable annually for up to 36 months.

## 5. Pricing requirements

Pricing requirements must be inclusive of all applicable taxes (e.g., VAT) and consideration should be given to the following:

- Annual license fees of a fully integrated enterprise resources planning system for initial three months trial period, thereafter for a nine months period and an annual price for months 13 to 24 and a price for months 25 to 36. (with annual escalations included).
- Costs of ongoing maintenance and support of the ERP system must be provided.
- Customization costs where applicable

## 6. FUNCTIONALITY EVALUATION

### 6.1. EVALUATION METHODOLOGY

Bids will be evaluated as per the evaluation methodology below:

Evaluation Stage	Description
Stage 1	<b>Administrative Compliance.</b> Completeness and submission of SBD forms and any other related documentation as per paragraph 6.1.1.
Stage 2	<b>Evaluation criteria</b> Bidders will be evaluated on compliance with the system requirements and bidders who fully comply with the requirements will be required to do a system demonstration as per paragraph 6.1.2.
Stage 3	<b>Price and Specific Goals</b> Preference points in the 80/20 formula will be awarded to bidders for attaining a score for elements as indicated in paragraph 6.1.3. Bidders must provide the required information for evaluation purposes.

#### 6.1.1. Phase I: Initial administration screening process

- a. During this phase bid documents will be reviewed to determine compliance with tax matters and Central Supplier Database (CSD) at closing date and time of the bid.
- b. All bid proposals shall also be assessed for compliance with the administrative requirements as provide for below:

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Step	Administrative Requirements	Check	Non- Submission will result in a disqualification Yes/No
1	RFQ Master bid document	submitted and clearly marked	Yes
	Included in the bid document		
2	SBD 1-Invitation to bid	Completed and signed	No
3	Tax clearance status: CSD registration report or registration number/SARS pin	Provided and valid	No
4	SBD 4 – Bidder’s Disclosure	Completed fully and signed	Yes
5	SBD 6.1 – Preferential Point Claim form in terms of the Preferential Procurement Regulation (PPR) 2022	Completed and signed	No
6	SBD 3.3 - Pricing Schedule	Completed, signed and clearly marked as “pricing schedule/priceproposal”)	Yes

#### 6.1.2. EVALUATION CRITERIA

- i. Quotations will be evaluated strictly in accordance with the evaluation criteria.
- ii. Bidders must, as part of their bid documents, submit a technical proposal as part of the Master Bid document indicating system functionality as per scope of work and table 1 below. The committee responsible for scoring the respective bids shall evaluate and score all bids based on the information provided.
- iii. Bidders will not rate themselves but must ensure that all information is supplied as required. The Evaluation Committee will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

**Table 1**

No.	Criteria	Measure	Comply Yes / No
1.	Demonstrate applicable of system Implementation.	100% compliance with system functionality and requirements as per paragraph 3.	

**TERMS OF REFERENCE:** For the (Enterprise Resource Planning) ERP System to automate the procurement function in the Government Technical Advisory Centre (GTAC) for a period of twelve months renewable annually for up to 36 months.

2.	<p><b>Business continuity plan:</b></p> <p>The service provider shall demonstrate how their system and platform has the following business continuity characteristics:</p> <ul style="list-style-type: none"> <li>i. The system will be available with a 95% uptime.</li> <li>ii. The system will show data redundancy to ensure that there is no data loss.</li> <li>iii. The system will describe the failure points and steps taken to mitigate for this.</li> <li>iv. The system must indicate what risk controls and risk management systems are in place.</li> <li>v. Critical outsourced relationships and dependencies.</li> <li>vi. Describe the minimum number of staff needed to operate the system.</li> <li>vii. During a disruption what workarounds are there for key business processes and system functions.</li> </ul>	100% compliance with business continuity characteristics.	
3.	<p><b>References</b></p> <p>The bidder must have provided an ERP solution to at least 3 customers of similar size to or larger than GTAC during the past five (5) years. The implementation should have covered the modules as indicated in 4.2 above. (GTAC procures an average of 90. bids and 90 RFQs in a year.</p> <p>The bidder must provide at least three (3) written contactable references affirmation from current and/or previous clients where similar work/ size has been rendered successfully. The reference must include the following.</p> <p>The list should address:</p> <ul style="list-style-type: none"> <li>- The customer Company name and physical address.</li> </ul>	Provision of at least 3 relevant reference letters.	

**TERMS OF REFERENCE:** For the (Enterprise Resource Planning) ERP System to automate the procurement function in the Government Technical Advisory Centre (GTAC) for a period of twelve months renewable annually for up to 36 months.

	<ul style="list-style-type: none"> <li>- Customer contact person's name, telephone number and email address.</li> <li>- Project description/ scope of work.</li> <li>- Project value/ amount</li> <li>- Project Start and End Date.</li> </ul>		
<b>NB:</b>	<b>Only bidders who fully satisfy requirements of criteria 1 to 3 will be invited for system evaluation.</b>		
<b>4.</b>	<p>System demonstration</p> <p>The bidder to perform a demo on how the system will be integrated using different procurement modalities i.e., at a highlevel, each modality consists of 7 stages:</p> <ol style="list-style-type: none"> <li>1. Pre-planning and permission to initiate.</li> <li>2. Bid Specification and advertisementprocess.</li> <li>3. Market engagement and prep forevaluation.</li> <li>4. Bid Evaluation Committee Process.</li> <li>5. Bid Adjudication Committeeprocess.</li> <li>6. Approval and Letter of Award andContracting.</li> <li>7. Panel creation, refreshing, management, rotation of panelists.</li> </ol>	Ability of the system demo to perform all and exceed expectation as per above (Track and trace)	
<b>5.</b>	<p><b>Exit Clause</b></p> <p>The bidder to demonstrate how the system data will be made available to the GTAC at the close of the contract and in what format.</p>		
<b>NB:</b>	<b>Only bidders who fully satisfy requirements of criteria 4 to 5 will be further evaluated in terms of price and specific goals</b>		

#### 6.1.3. PREFERENTIAL PROCUREMENT EVALUATION BASED ON THE 80/20 PRINCIPLE

- i. Price/financial proposals must be submitted in South African Rand (VAT inclusive), the firm price shall be applicable for the duration of the contract.
- ii. 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.
- iii. The applicable formula (80/20) will be utilized to evaluate the bid, of which eighty (80) points are allocated for price and the remaining twenty (20) points are allocated for the specific

**TERMS OF REFERENCE:** For the (Enterprise Resource Planning) ERP System to automate the procurement function in the Government Technical Advisory Centre (GTAC) for a period of twelve months renewable annually for up to 36 months.

goals as indicated in the table below:

<b>Price</b>	<b>80</b>
<b>The specific goals in terms of this tender</b>	<b>20</b>
Above 30% ownership for Historically Disadvantaged Individuals who had no franchise in national elections before the 1983 or 1993 Constitutions.	5
Women percentage of ownership: 30% and above	5
Disability percentage of ownership: 30% and above	5
Youth percentage of ownership: 30% and above	5
<b>Overall Total score</b>	<b>100</b>

<b>Terminology</b>	<b>Definition</b>
<b>Black People</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.
<b>“Specific goals”</b>	means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in <i>Government Gazette</i> No. 16085 dated 23 November 1994;
<b>Historically Disadvantaged Individual (HDI)</b>	means a South African citizen: <ol style="list-style-type: none"> <li>1. who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the interim Constitution); and/or</li> <li>2. who is a female; and/or</li> <li>3. who has a disability.</li> </ol> <p>provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI.</p>

## 7. MANDATORY REQUIREMENTS

**Failure to adhere to any of these requirements shall result in a disqualification of the bid:**

- a. The service provider must provide any of the following documents:
  - i. Valid and relevant certification or valid accreditation certificate to provide and support the software on which the e-Recruitment platform is built e.g. if the solution provided is built on the Microsoft platform the service provider can show the Microsoft Gold Partner accreditation, similar if the solution provided is built on the Oracle Platform the service provider can show their Oracle Gold Partner membership certificate.
- b. Provide documentation (functional specification) detailing how the proposed system will provide the required functionality. This is over and above a commitment to demonstrate the system functionality should the service provider be called upon to do this.
- c. SBD 3.3 pricing schedule/financial proposal must be submitted in the provided template (Annexure A) before the closing date of the RFQ in a separate folder and clearly marked as “pricing schedule/priceproposal”.
- d. Standard bidding document (SBD) form: SBD 4 must be submitted and fully completed. A bid will be disqualified if SBD 4 form is not submitted, incomplete or information provided found not to be true in every respect.

The following definitions should be considered when completing the SBD 4 form:

- **“Person”** means a bidder or supplier or shareholder, director, trustee, partner, member of a bidder or supplier having the controlling interest in the bidder or supplier.
- **“State”** means a National or Provincial Department, National or Provincial Public Entity or Constitutional institution, a Municipality or Municipal Entity, a Provincial Legislature or Parliament.

## 8. TERMS AND CONDITIONS

- a) The bidder is expected to fully acquaint themselves with the conditions, requirements, and specifications before submitting a completed response. Failure to do so will be at the bidder’s own risk and the Bidder cannot secure relief on the grounds of any mistake.
- b) The selected bidder(s) will be required to enter into a written agreement with GTAC. This RFQ or any part thereof may be incorporated into and made part of such an agreement.
- c) The selected bidder agrees to a trial period during which PSP will determine that the system performs as per the required system specifications (section 4.4 of this document) and bidder claims.
- d) The trial period may not exceed 90 days from the date of installation.
- e) Only shortlisted bidders will be expected to provide a presentation / demonstration of their proposed system at the specified date and time determined by GTAC as per below outputs requirements.

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- f) GTAC reserves the right to contact references during the evaluation and adjudication process to obtain/confirm information.
- g) GTAC reserves the right to reject applications that are not submitted in the prescribed format or where the information presented is illegible or incomplete.
- h) Bidders are advised that, to facilitate an efficient evaluation process, the bid should be as prescribed, concise, and written in plain English with all forms fully completed.
- i) GTAC is not bound to accept any of the quotes submitted, nor is it committed to awarding any contract.
- j) GTAC reserves the right to call for best and final offers from shortlisted bidders before final selection.
- k) GTAC reserves the right to negotiate price with the preferred bidder.
- l) GTAC reserves its right to reject proposals provided to it pursuant to this RFQ, and to review all costs and proposals according to the value and quality of any service solutions.
- m) GTAC is not bound to accept the lowest price submitted by any Tenderer. The entire value for money will be considered to ensure that the preferred bidder delivers on the scope of work.
- n) Final payment for the system implementation shall only be made upon sign-off that the system has been implemented and trialed according to the agreement. There shall also be a cool-off period of 3 months whereby if during the trial period the system does not live up to GTAC's agreed expectations, GTAC can terminate the contract.

## 9. CLARIFICATIONS

- a. Requests for clarification must be made in writing by e-mail to [rfp@gtac.gov.za](mailto:rfp@gtac.gov.za)
- b. Requests for clarification will be accepted by GTAC as specified in the invitation letter. The submission reference must be included in the subject line of the email.
- c. Telephonic enquiries for clarification will not be accepted. Bidders must reduce all enquiries to writing and send to the above email address.
- d. A **non-compulsory** briefing session will be held virtually, refer to invitation letter for details.

## 10. TAX CLEARANCE STATUS

- a. A valid tax pin must be provided for purposes of verifying that the tax matters of the bidder are in order must be submitted at the closing date and time, where consortium/joint ventures/sub-contractor are involved each party to the association must submit a separate validation of Tax status i.e., Registration number from Central Supplier Database (CSD) must be provided with this bid.
- b. Bidder's tax matters must be compliant at the time of award. In case where a bidder's tax matters are non-compliant a bidder will be given a minimum of seven (7) days to remedy the tax matters. Failure to remedy this will invalidate the bid.

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## **11. VALUE ADDED TAX**

- a. All bid prices must be inclusive of applicable tax rate.

## **12. LEGAL IMPLICATIONS**

- a. Successful service providers must be prepared to enter into a service level agreement with GTAC.
- b. GTAC reserves the right to award this bid on a non-exclusive basis, i.e., GTAC may procure similar services outside this bid with the view of securing the best service and value for money.

## **13. COMMUNICATION**

Professional Services Procurement (PSP) within GTAC 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 the National Treasury in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

## **14. COUNTER CONDITIONS**

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

## **15. PROHIBITION OF RESTRICTIVE PRACTICES**

- a. In terms of section 4(1) 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:
  - directly or indirectly fixing a purchase or selling price or any other trading condition.
  - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or collusive bidding.
- b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

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## **16. FRONTING**

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

## **17. TIMEFRAMES AND FORMAL CONTRACT**

There will be a trial period of no more than 3 months per phase during which the PSP will determine whether the system provides the requested functionality as detailed in the system requirement specification sheet (see section 4.4 of this document).

A formal contract will only be entered into with the service provider upon successful completion of the trial period whereby the PSP will have established that the implemented system indeed provides all the requested functionality for that particular phase.

Successful bidder(s) shall be required to enter into formal contract with the GTAC for a period to be determined in the contract and as provided in this term of reference.

## **18. BID VALIDITY PERIOD**

The validity period will be sixty days (60) days from the closing date of this RFQ and may be extended as may be required.

## **19. CONTACT DETAILS**

Professional Services Procurement, 24th Floor at GTAC

Private Bag x 115, Pretoria, 0001

Physical address: GTAC, 240 Madiba Street (Vermeulen), Pretoria

For any enquiries, email: [rfp@gtac.gov.za](mailto:rfp@gtac.gov.za)

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**NOTES**

The purpose of this document is to:

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

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

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

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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.

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| <b>2. Application</b>  | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>   |
| <b>3. General</b>  | <p>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.</p> <p>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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>  |
| <b>4. Standards</b>  | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>  |
| <b>5. Use of contract documents and information; inspection.</b> | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| <b>6. Patent rights</b>  | <p>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.</p>   |
| <b>7. Performance security</b>                                   | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p>   |

- 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.

<b>16. Payment</b>	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
<b>17. Prices</b>	<p>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.</p>
<b>18. Contract amendments</b>	<p>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.</p>
<b>19. Assignment</b>	<p>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.</p>
<b>20. Subcontracts</b>	<p>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.</p>
<b>21. Delays in the supplier's performance</b>	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p>

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.
<b>29. Governing language</b>	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Programme (NIP)</b>	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.