



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HIGHER EDUCATION AND TRAINING

BID NUMBER:	DHET 157		CLOSING DATE:	26 MARCH 2024	CLOSING TIME:	11:00
DESCRIPTION	TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO DEVELOP A BUSINESS CONTINUITY PLAN FOR THE DEPARTMENT					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)						
The Director: Demand, Acquisition and Contract Management						
Private Bag X174						
PRETORIA						
0001						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON			CONTACT PERSON			
TELEPHONE NUMBER			TELEPHONE NUMBER			
FACSIMILE NUMBER			FACSIMILE NUMBER			
E-MAIL ADDRESS	Tenders@dhet.gov.za		E-MAIL ADDRESS	Tenders@dhet.gov.za		
SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?			<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS						
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO		

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

YES NO

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

YES NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Inspections, tests and analyses 8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

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

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

10. Delivery 10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents** 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 13.1 The supplier may be required to provide any or all of the following **services** services, including additional services, if any, specified in SCC:

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

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

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

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

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

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

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

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

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

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

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

16. Payment 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract 18.1 No variation in or modification of the terms of the contract shall be **amendments** made except by written amendment signed by the parties concerned.

19. Assignment 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the 21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

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

23. Termination 23.1 The purchaser, without prejudice to any other remedy for breach of **for default** 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 antidumping 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 26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** 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 28.1 Except in cases of criminal negligence or willful misconduct, and in **liability** the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing 29.1 The contract shall be written in English. All correspondence and other **language** documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable 30.1 The contract shall be interpreted in accordance with South African **law** laws, unless otherwise specified in SCC.

31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp **duties** 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, stamp **duties** duties, license fees, etc., incurred until delivery of the contract to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax clearance certificate is not in order. Prior to the award of a bid the Department of Trade and Industry shall require the bidder to produce a tax clearance certificate. The bidder shall be responsible for the cost of the tax clearance certificate. The tax clearance certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme 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.

Restrictive practices 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34 Prohibition of

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



**higher education
& training**

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

COMPULSORY DOCUMENT (PLEASE COMPLETE AND SIGN)

TO BE SUBMITTED WITH THE RFQ/BID RESPONSE.

PERMISSION BY BIDDER:

On behalf of:

_____ (Company
name)

I, Prof/Dr/Mr/Ms _____ (duly
authorized),

hereby grant permission, in terms of the **Protection of Personal Information Act, 2013 (Act 4 of 2013)**, (POPI Act), to the Department of Higher Education and Training, to utilise all information contained in the Bid documents and Quotation submitted to the Department of Higher Education and Training, for purposes of procurement.

Designation: _____

Signed: _____

Date: _____

NB: Bidder may be disqualified if completed form is not submitted with Bid Documents



higher education & training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

SBD 3.3

PRICING SCHEDULE: APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO DEVELOP A BUSINESS CONTINUITY PLAN FOR THE DEPARTMENT

(Professional Services)

NAME OF BIDDER: **BID NO.: DHET 157**

CLOSING TIME **11:00**

CLOSING DATE: **26 MARCH 2024**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
------------	-------------	--

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

R.....

4. PERSON AND POSITION

	HOURLY RATE	DAILY RATE
-----	R-----	-----

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

-----	R-----	----- days

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

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

Name of Bidder:

..... R.....
..... R.....

TOTAL: R.....

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

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

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

TOTAL: R.....

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

7. Estimated man-days for completion of project
.....

8. Are the rates quoted firm for the full period of contract?
..... *YES/NO

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

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

Tenders@dhet.gov.za



higher education & training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES	NO

Select (x) the correct box

2.1.1 If yes, 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 with any person who is employed by the Department of Higher Education & Training?

YES	NO

Select (x) the correct box

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 related² enterprise whether or not they are bidding for this contract?

YES	NO

Select (x) the correct box

Information not stated but found on CSD, CIPC or any other system may lead to disqualification of a bid.

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 consortium³ 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 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

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

² “related” as referred to in the Companies Act 2008, Act No 71 of 2008, section 2(1)(a)-(c). The Department reserves the right to access the Central Supplier Database (CSD), Companies Intellectual Property Commission (CIPC) or any other system to verify information

³ 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.



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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the **80/20** preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.
- 1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100
- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“Consortium or joint venture”** means an association of individuals, companies, or organisations for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity to respond to a tender and participating in common activity of execution through concluding a contract or written agreement stipulating their roles and responsibilities.
- (b) **“tender or bid”** 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;
- (c) **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (d) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (e) **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- (f) **“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
- (g) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. Points awarded for price.

3.1.1 The 80/20 or 90/10 Preference Point Systems

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. Formulae for disposal or leasing Of State Assets and Income Generating Procurement

3.2.1. Points awarded for Price

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$ or		$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

*80/20 PREFERENTIAL PROCUREMENT POINTS					
(a)	(b)	(c)	(d)	(e)	(f)
The specific goals allocated points in terms of this tender	Criteria	Specific Goal Contribution	Maximum Points allocated	Bidder must tick (x) relevant points claimed	Indicate if evidence is provided (Y/N). Please refer to LEGEND on page 5 for requirement
Person historically disadvantaged on the basis of race	100% black owned	60.00	7.19		Yes No
	75%-99% black owned	50.00	5.99		Specify
	60%-74% black owned	40.00	4.79		
	51%-59% black owned	30.00	3.59		
	01-50% black owned	10.00	1.20		
	None	0.00	0.00		
Persons historically disadvantaged on the basis of gender	100% women owned	40.00	4.79		Yes No
	75%-99% women owned	30.00	3.59		Specify
	60%-74% women owned	20.00	2.40		
	51%-59% women owned	10.00	1.20		
	01-50% women owned	5.00	0.60		
	None	0.00	0.00		
Persons historically disadvantaged on the basis of disability	100% owned by persons with disabilities	7.00	0.84		Yes No
	75%-99% owned by persons with disabilities	5.00	0.60		Specify
	60%-74% owned by persons with disabilities	3.00	0.36		
	01-59% owned by persons with disabilities	1.00	0.12		
	None	0.00	0.00		
Development of Youth	100% youth owned	30.00	3.59		Yes No
	75%-99% youth owned	20.00	2.40		Specify
	60%-74% youth owned	15.00	1.80		
	51%-59% youth owned	10.00	1.20		
	01-50% youth owned	5.00	0.60		
	None	0.00	0.00		
Development of SMMEs	QSE; EME	30.00	3.59		Yes No
	GEN; Other	0.00	0.00		Specify
POINTS		167	20		

***LEGEND FOR CLAIMING POINT IN TABLE 1**

- **Tenderer may claim points in respect of the five (5) specific goals in the table;**
- **Tenderer must select the relevant and appropriate qualifying points in column (d) next to the point indicated in column (c);**
- **The evidence provided will be verified by the Department, who reserves the right to amend or ignore points claimed if incorrect or no/irrelevant evidence provided.**
- **Points claimed- must be valid at the time of closing date of tender (excluding tax information that must be valid at the date of award);**
- **A tenderer that fails to claim points for specific goals as per Table 1 will not be disqualified but will not qualify points for specific goals;**
- **The following as a minimum requirement of valid evidence is to be submitted:**

Person historically disadvantaged on the basis of race	<ul style="list-style-type: none"> • Copy of CIPC (Companies and Intellectual Property Commission) registration, copies of ID's as well as CSD (Central Supplier Database).
Person historically disadvantaged on the basis of gender	<ul style="list-style-type: none"> • Copy of CIPC (Companies and Intellectual Property Commission) registration, copies of ID's as well as CSD (Central Supplier Database).
Persons historically disadvantaged on the basis of disability	<ul style="list-style-type: none"> • Certified medical certificate or substantive proof.
Development of Youth	<ul style="list-style-type: none"> • Copy of CIPC (Companies and Intellectual Property Commission) registration, copies of ID's as well as CSD (Central Supplier Database).
Development of SMMEs	<ul style="list-style-type: none"> • BBBEE certificate or sworn affidavit for EME or QSE • Copy of CIPC (Companies and Intellectual Property Commission) registration. • SARS Return indicating turnover or audited financial statement.

5. ADJUDICATION USING A POINT SYSTEM

- 5.1. The tenderer obtaining the highest number of points will be awarded the contract.
- 5.2. Preference points shall be calculated after prices have been brought to a comparative basis.
- 5.3. Points scored will be rounded off to 2 decimal places.

6. POINTS AWARDED FOR BLACK PEOPLE, YOUTH, WOMEN, SMMES AND PEOPLE WITH DISABILITIES

- 6.1. Points for Black people, Youth, Women, SMME and People with Disabilities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by Black people, Youth, Women, SMME and People with disabilities.

NOP = The maximum number of points awarded for equity ownership by Black people, Youth, Women, SMME and People with disabilities in that specific category.

EP = The percentage of equity ownership by Black people, Youth, Women, SMME and People with disabilities within the enterprise or business.

In case of sub-contracting, points will be awarded to the main contractor based on ownership.

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1. Name of firm :

7.2. VAT registration number :

7.3. Company registration number :

7.4. Type of company/ firm

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

[TICK APPLICABLE BOX]

7.4.1. Describe principal business activities.

.....
.....
.....
.....
.....
.....

7.4.2. Company classification

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

7.4.3. **Total number of years the firm has been in business?**

.....

7.5. **Consortium / Joint Venture**

7.5.1 A consortium or joint venture will qualify for points on evaluation of their specific goals as a legal entity, provided that the entity submits the requisite documents.

7.5.2 A consortium or joint venture will qualify for points on evaluation of their specific goals as an unincorporated entity, provided that each entity submits their requisite, information regarding points claimed.

7.5.3 Points for Black people, Youth, Women, SMME and People with Disabilities are calculated based on the percentage of the contract value managed or executed by their Black people, Youth, Women, SMME and People with disabilities. The following formula is prescribed:

$$\text{NEP} = \text{NOP} \times \text{CVM}/100$$

Where

NEP = Points awarded for equity ownership by Black people, Youth, Women, SMME and People with Disabilities

NOP = The maximum number of points awarded for equity ownership by Black people, Youth, Women, SMME and People with Disabilities in that specific category

CVM = The percentage of the contract value managed by JV partner.

8. **BID DECLARATION**

8.1. 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:



higher education & training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (ACT 5 OF 2000) AND SUBSEQUENT PREFERENTIAL PROCUREMENT REGULATIONS OF 2022: BLACK PEOPLE, WOMEN, YOUTH, PEOPLE WITH DISABILITIES

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM SBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, BASED ON THE PPPFA (Act 5 of 2000).

1. **Section 217 (1)** of the Constitution of the Republic of South Africa, 1996, determine: "When an organ of state in the national, provincial or local sphere of government, or any other institution identified in national legislation, contracts for goods or services, it must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective".
2. **Section 217 (2)** of the Constitution determine: "Subsection (1) does not prevent the organs of state or institutions referred to in that subsection from implementing a procurement policy providing for – (a) categories of preference in the allocation of contracts; and (b) the protection or advancement of persons, or categories of persons, disadvantaged by unfair discrimination."
3. **Section 1 (iv)** of the Preferential Procurement Policy Framework Act (Act 5 of 2000) determine: "preferential procurement policy" means a procurement policy contemplated in section 217 (2) of the Constitution".
4. **Section 2 (1) (d) (i) and (ii)** of the Preferential Procurement Policy Framework Act (Act 5 of 2000) determine that "the specific goals targeting preference, may include: (i) contracting with persons or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability; (ii) implementing the programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994".
5. In line with the above the **DHET** SCM Policy make provision for the promotion of Black people, Youth (in line with RDP), Women and people with disabilities relating to HDI.

80/20 PREFERENTIAL PROCUREMENT POINTS	
SPECIFIC GOAL	*MAXIMUM POINTS ALLOCATED
Race	7.19
Women	4.79
Youth	3.59
People with Disabilities	0.84

6. GENERAL DEFINITIONS

- a) "**Acceptable tender**" means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- b) "**Tender**" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- c) "**Black People**" is a generic term which means African, Coloureds and Indians
 - I. who are citizens of the Republic of South Africa by birth or decent; or
 - II. who became citizens of the Republic of South Africa by naturalisation –
 - III. before 27 April 1994;

IV. on or after 27 April 1994 and who have been entitled to acquire citizenship by naturalisation prior to that date.

- d) **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration
- e) **“Contract”** means the agreement that results from the acceptance of a tender by an organ of state.
- f) **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and further elaborated upon in the SCM Policy of **the dtic**.
- g) **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- h) **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being, or persons who have a long-term or recurring physical or mental impairment, which substantially limits their prospects of entry into, or advancement in employment.
- i) **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- j) **“Historically Disadvantaged Individual (HDI)”** means a South African citizen.
 - a. who, due to the apartheid policy that was in place, had no voting rights in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 100 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (“the interim Constitution”), and/or
 - b. who are women; and/or
 - c. who has a disability:
- k) **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- l) **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- m) **“Person”** includes reference to a juristic person.
- n) **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of tender invitations and includes all applicable taxes and excise duties.
- o) **“Youth”** means persons between the ages of 14 and 35 (NO. 19 OF 1996: NATIONAL YOUTH COMMISSION ACT, 1996: Definitions 1 (vi).)

7. ESTABLISHMENT OF BLACK PEOPLE, YOUTH, WOMEN AND PEOPLE WITH A DISABILITY EQUITY OWNERSHIP IN AN ENTERPRISE

- 7.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as Black people, Youth, Women and People with Disabilities or in the case of a company, the percentage shares that are owned by individuals classified as Black people, Youth Women and People with Disabilities who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 7.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

8. BID DECLARATION

- 8.1 Tenderers who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

8.2 POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 8.

OWNERSHIP	PERCENTAGE OWNED	POINTS CLAIMED.
8.2.1. Equity ownership by people who are Black	%	
8.2.2. Equity ownership by persons who Qualify as Youth	%	
8.2.3. Equity ownership by women	%	
8.2.4. Equity ownership by disabled persons*	%	

*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 6(h) above)

Copy of CIPC (Companies and Intellectual Property Commission) registration, copies of ID's as well as CSD (Central Supplier Database) report must be submitted in order to substantiate information provided against 8.2.1; 8.2.2 and 8.2.3 above.

A medical certificate/ letter signed by a registered medical practitioner (HPCSA) confirming disability should be submitted to substantiate information provided against 8.2.4 above.

9. DECLARATION WITH REGARD TO EQUITY

9.1 List all Directors by Name, Position, Identity Number, Citizenship, Black, Youth or HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.2.

Name	Date/Position occupied in Enterprise	ID Number	* Status				% of business / enterprise owned
			Black	Youth	Women	Disabled	

*Indicate YES or NO

10. I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of the SBD 6.1 form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in

paragraph 10, the contractor may be required to furnish additional documentary proof to the satisfaction of the purchaser that the claims are correct.

(iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -

- (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (b) 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;
- (a) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the tender; or
- (b) 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.

WITNESSES:

1.

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

2.

DATE:.....

ADDRESS:.....

.....

.....



**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY
FRAMEWORK ACT (ACT 5 OF 2000) AND SUBSEQUENT PREFERENTIAL PROCUREMENT
REGULATIONS OF 2022:
PROMOTION OF SMALL BUSINESSES (SMME)**

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM SBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, BASED ON THE PPPFA (Act 5 of 2000)

1. Section 2 (1) (d) (ii) of the Preferential Procurement Policy Framework Act (Act 5 of 2000) makes provision for the promotion of small businesses within the preference point systems.

80/20 PREFERENTIAL PROCUREMENT POINTS	
SPECIFIC GOAL	*MAXIMUM POINTS ALLOCATED
Development of SMMEs	3.59

2. DECLARATION WITH REGARD TO SMMEs

Bidders who wish to claim points in respect of this goal must complete paragraph 4 below.

3. POINTS CLAIMED

Indicate whether the points allocated for this goal is claimed.

Yes	No
------------	-----------

4. INFORMATION FURNISHED WITH REGARD TO THE PROMOTION OF SMALL BUSINESSES

Indicate whether the company is a small, medium or micro enterprise as defined by the National Small Business Act, 1996 (Act 102 of 1996 and the Amendment Act, Act 29 of 2004).

Yes	No
------------	-----------

- 4.1. If the response to paragraph 5.1 is yes, the following must be completed:

4.1.1 Sector or sub-sector in accordance with the Standard Industrial Classification

4.1.2 Size or class

4.1.3 Total full-time equivalent of paid employees

4.1.4 Total annual turnover

4.1.5 Total gross asset value (fixed property excluded)

- 4.1.6 The bidder is compelled to indicate for which category he/she is bidding, and the relevant preference points claimed.

The information supplied above must be substantiated by documentary proof that must be submitted with the bid. **Failure to submit proof shall invalidate the points claimed. In order to substantiate revenue for complying as an SMME, a SARS return indicating turnover / B-BBEE certificate/ Audited Financial Statement/ CIPC certificate/Sworn Affidavit for EMEs & QSEs must be submitted as proof.**

4.2 Total points claimed will not exceed the **maximum of 3.59 points allocated for this specific goal** - refer to SBD 6.1 Table 1.

5. BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on promotion of small, medium or micro enterprises, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish additional documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) 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.
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; or
 - (d) 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.

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:



higher education & training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

REQUEST FOR TENDER

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO DEVELOP A BUSINESS CONTINUITY PLAN FOR THE DEPARTMENT

RFP NUMBER: DHET157

Date Issued: 1 March 2024

Closing date and time: 26 March 2024

Bid Validity Period: 120 Days

TENDER BOX ADDRESS:

Department of Higher Education and Training

117 - 123 Francis Baard Street

Pretoria

0002

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REQUEST FOR TENDER

Terms of Reference for the appointment of a suitable Service Provider to develop Business Continuity Plan for the Department of Higher Education and Training

The Department of Higher Education and Training (Risk, Fraud, Ethics and Integrity Management Directorate) is requesting potential service providers to submit proposals for a tender to develop Business Continuity Plan for the Department.

PART A – INFORMATION ON THE TENDER

1. BACKGROUND

The Department of Higher Education and Training (DHET) was established in May 2009 with the purpose of leading the transformation of the post-school education and training (PSET) system and sector across South Africa. Since its establishment, the DHET has experienced major changes with serious impact on the Department's day-to-day operations.

The first of these changes was the DHET Function Shift which was initially announced in Circular No 1/2014. As part of government's effort to transform and broaden South Africans' access to the Post-School Education and Training in the country, by way of Proclamation, early in 2009, the President of the Republic, established two new Departments, namely, the Department of Basic Education (DBE) and the Department of Higher and Education and Training (DHET). Following that decision, the very first Council of Education Ministers (CEM) of the new administration had requested that the Minister of Higher Education and Training (MHET) completely take over the functions of Further Education and Training (FET) Colleges and that of what back then was known as Adult Education and Training (AET) Centres, now Community Education and Training Centers (CET).

On the 1 April 2015, the full function shift in regards to both FET and AET came into effect resulting into major disruptions in the existing operations of the Department of Higher Education and Training, the impact to which the Department continues to deal with. With the decision the functions of the Technical and Vocational Education and

Training (TVET) Colleges as well as the Community Education and Training (CET) were subsequently transferred from the provincial education departments to the Department of Higher Education and Training. The transfer of these functions was done in line with the Continuing Education and Training Act, 2006 (Act No. 16 of 2006) (CET Act, 2006).

On 30 May 2019, following the country's successful elections, and the decision by government to reduce the number of Ministry in line with the idea of running a reduced cabinet and "Joined-Up" government, the Department experienced another major significant change, that resulted into a merger between the two ministries, the Ministry of Science and Technology and the Ministry of Higher Education and Technology to create a new Ministry, the Ministry of Higher Education, Science and Technology consisting of two departments, the Department of Higher Education and Training and the Department of Science and Technology.

The department has been forced to look at the issue of Business Continuity Management (BCM) and its introduction and implementation. However considering lack of capacity and budgetary constraints, the Department is taking an incremental approach in both the introduction and implementation of various elements of the BCM. As a result the Department has prioritised the development of the Business Continuity Plan (BCP).

It is in the light of this as backdrop that the Department deems it necessary to develop a Business Continuity Plan which among others, will assist to deal with all these ongoing developments whilst at the same time, preparing itself for other unavoidable future eventualities. In the midst of all these, the DHET is also acutely aware of the fact that in spite, all organisations are susceptible to serious causes of business disruptions. Therefore, among others, the idea of a Business Continuity Plan will enable and equip the Department with proactive mechanisms to anticipate risks and threats during downturns and also assist in the security of valuable data and information. The plan will also assist the organisation when it is confronted with unforeseeable interruptions or disruptions that are not limited to but include natural disasters, technological failures or threats of (cyber-attacks), human errors, terrorism, or maintenance failures.

One of the discussions ushered in by the advent of the Fourth Industrial Revolution, is owing to some of the disruptive trends that continue to pose a significant challenge to the old paradigms of conducting business, in both the private as well as in the public sectors, is phenomenon of an Agile (Learning) Organisation. An Agile Organisation is largely defined not only by the organisation's ability to respond quick, intelligently and with dexterity to rapid change in the environment in which it operates but also to adopt itself to such change. Whilst on the other hand a Learning Organisation learns from the environment in which it operates, particularly from the challenges it confronts in order to improve itself.

In order to manage and mitigate the impact of a plethora the unforeseeable disasters and business interruptions/disruptions, that have become synonymous with the environment in which organisations including DHET operate in, historically, many organisations have traditionally relied on a *Disaster Contingency Recovery Plan* (DCRP) or *Disaster Recovery Plan* (DRP). As the case with other sectors, business continuity plans are critical aspect of the post school education and training sector.

Colleges such as TVETs, CETs and universities are obligated by the laws that govern them to protect all the information that relate to the records of their students, faculty, staff, and visitors whilst at the same time, at all times, providing the safeguard the physical security of those involved and the maintenance of effective and efficient operations in the event of a major/minor interruptions/disruptions. DHET strongly believes that, having a Business Continuity Plan (BCP), will therefore help enable the Department and the Post-Education and Training Sector, to remain functional during major disruptions or interruptions and will also enable the Department to get back to 'normal operations' as soon as possible, following events involving such disruptions or interruptions.

For institutions of higher education such as Technical, a business continuity plan ensures the ability to resume business operations should a crisis occur. The plan should cover all technical and non-technical areas of the university's business operations, including a plan for communication, data storage and recovery, system applications, network access, institutional processes, and human resource Business

Continuity Planning plays a pivotal role in ensuring that in times of business interruptions, there is a coordinated response to likely incidents and also that a clear strategy for recovering as quickly as possible. By developing a business continuity plan, an organization is able to minimise losses during times of business interruptions, while continuing to serve clients whilst maintaining an effective and efficient administrative operations.

2. PURPOSE OF THE TENDER

Business Continuity Management (BCM) is responsible for the development, implementation and maintenance of policies, strategies and programmes that play a pivotal role in assisting organisations to not only manage events that are disruptive/interruptive to business, but to also build resilience and respond with agility and adapt themselves to the ever-changing environment in which they operate. It involves the capability of the organisations to prevent, prepare for, respond to, manage and recover from the impact of a business disruption as well as adapting themselves to whatever change that may come their way.

Therefore, the purpose of this Terms of Reference is invite the services of suitably qualified and a reliable bidder with a proven track-record to develop a Business Continuity Plan (BCP) for the Department of Higher Education and Training, in accordance with Business Continuity Management (BCM) industry standards for the sector. The successful bidder will be expected to work closely with Senior Management or delegated officials from across the Department focusing primarily on the operations of the national office at 123 Francis Baard building; other strategic areas that include Ndinaye building; INDLELA and the National Examinations Chief Directorate located at 222 Struben Street (DBE building).

Whilst due to the rapid nature of change that the Department has experienced to date, associated with some of the events highlighted in the background, some of the issues that include the inherent risk that comes with such events, may not yet have found expression in the current risk register in order to provide reasonable assurance for continuity. So the development of BCP will nonetheless, have to take all of them into account to ensure adequate continuity. As part of institutionalising the culture

associated with Business Continuity in the Department, the expectation is that the development of BCP will also need to take into account issues of training and awareness. In this regards, training and awareness of those involved, will need to further be extended to the nominated departmental BCP champions as may be nominated. All necessary documents and information that might be needed for the project will be made available to the successful bidder.

3. SCOPE AND DEFINITION OF WORK

The appointed service provider will be expected to perform the following:

3.1 Briefing/ Opening meetings

Conduct briefing sessions that will enable management across the different branches in the Department to familiarise themselves as well as understand the importance of business continuity; note the requirements of the project; commit to assist in providing the required information as may be needed as well as to nominate officials who will be assisting during the development process.

3.2 Analysis

This process will include amongst others-

- The review and assessment of the Department's business operations to identify all the key business processes in the core business and the support function of the Department in consultation with Branches.
- Review of the existing Disaster Recovery Plan (DRP) for alignment with the Department's Business Continuity Plan to be developed.
- Engagement of Senior Management and other stakeholders in the discussions around the development of the BCP and performance of the business impact analysis processes.
- Facilitation of a Senior Management workshop to resolve issues emanating from the discussions.

3.3 Design/ Development

This will allow for-

- The identification and selection of appropriate strategies and tactics to determine how continuity and recovery from disruption or interruptions in the operations by the Department could be achieved.
- Development of a BCP that will enable the Department to respond proactively, appropriately and timeously to events whose impact could disrupt or interrupt its operations in the manner could affect its business in a negative way.
- Alignment of the reviewed DRP with the developed BCP to enable recovery as well as the protection of the Department's ICT infrastructure during ICT service downturns, disruptions and in the event of a disaster.

3.4 **Training and Awareness**

- To ensure that training and awareness is conducted once the BCP is developed so that it can be effectively implemented.
- Awareness should focus on dispensing knowledge of or ensuring that all those involved are cognisant of business continuity planning (BCP) activities.
- Training which could consider a blended learning approach, should focus on to the actual learning and teaching, to provide proficiency in the execution of business continuity activities. As a result, depending on the target group, the learning and teaching could either take the form of classroom, computer-based, action learning or workshops.

4. VIRTUALISATION

Business Continuity Plan must detail plans, processes and procedures that will enable the Department to respond appropriately and timeously to an event in the manner that minimises the impact on the critical business functions as well as on the operations of the Department at levels of disruption.

5. DELIVERABLES

The suitably qualified/ appointed service provider must ensure that the following exist:

- 5.1 Signed off Business Continuity Plan (BCP).
- 5.2 Signed off Disaster Recovery Plan that is aligned with the BCP developed.

- 5.3 Business Continuity Plan (BCP). Awareness and Training to key stakeholders (as nominated) and senior managers.
- 5.4 Training of business continuity to coordinators after the conclusion of the project.

6. APPROPRIATE QUALIFICATIONS, EXPERIENCE, SKILLS AND KNOWLEDGE

- 6.1 The company's profile and track record involving the work carried out on the development of a Business Continuity Plan (BCP). with other clients which also include the following details, will be required:
 - The client's name and the physical address of the company;
 - The client's contact person, contact numbers and/or email address;
 - Value of the project in Rands;
 - The duration or estimated time the project is expected to last; and
 - A brief summary of how the project is expected to unfold.
- 6.2 The appropriate track record; that demonstrates the company's ability to complete projects of the same magnitude that include the development of a BCP, the successful implementation of the developed plan and conclusion.
- 6.3 Demonstrate proven knowledge and at least three (3) years' worth of experience on Business Continuity Management that includes development of a BCP for government departments or organisations operating in similar space of Post-School Education and Training sector (PSET).
- 6.4 A credible list of references involving other clients where work was carried successfully.
- 6.5 Understanding of Disaster Recovery/ ICT Service Continuity Planning, Cybersecurity threats, the importance of Records Management, Safety, the Efficiency of Systems, Information Security and Physical Security.
- 6.6 Profile of staff suitably qualified, relevant skills and requisite experience to meet the demands of a project of this magnitude.

7. DURATION OF THE CONTRACT

- 7.1 This project must be finalized within nine (9) months from the date of commencement.
- 7.2 Work will commence upon issuing of a purchase order.
- 7.3 The successful bidder is expected to develop a detailed work breakdown schedule immediately after appointment, which will be linked with the proposed project plan that outlines the timelines, milestones and deliverables.

PART B – LEGISLATIVE FRAMEWORK

1. TAX LEGISLATION

- 1.1 Bidders must be vigilant of compliance measures and requirements when submitting a proposal to the Department and remain compliant in terms of all applicable tax legislation for the entire contract period, including but not limited to the application parameters of the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 1.2 It is a pre-condition of this bid document that the tax affairs of the successful bidder will be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) in meeting the bidder's pending tax obligations.
- 1.3 The relevant tax compliance status requirements are also applicable to any foreign bidders / individuals who wish to participate during the bidding process.
- 1.4 It is a requirement that bidders when submitting a bid, provide written confirmation that SARS may on an ongoing basis and for the duration of the tenure of the contract, disclose the bidder's tax compliance status. By the very act of submitting a bid, such a confirmation therefore is also deemed to have been granted by the potential bidder.
- 1.5 Bidders must be registered on the National Treasury Central Supplier Database (CSD) prior to the submission of bidding documentation and National Treasury

will accordingly verify the bidder's tax compliance status through screening of the requisite information provided on the Central Supplier Database.

1.6 Where consortia / joint ventures and/or sub-contractors are involved in the bidding process, each party must be registered individually on the Central Supplier Database and their tax compliance status will accordingly be verified by National Treasury through the Central Supplier Database.

2. PROCUREMENT LEGISLATION

2.1 The Department utilises a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated phased under Section 76 of the *Public Finance Management Act, 1999 (Act, No. 1 of 1999)*, *the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000)*; *the Preferential Procurement Regulations, 2022 and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003)*.

3. TECHNICAL LEGISLATION AND/OR STANDARDS

3.1 Bidder(s) should at all times be cognisant of the relevant legislation and/or standards specifically applicable to the service portfolio to be rendered in terms of this tender.

PART C – THE BIDDING PROCESS

1. TIMELINE OF THE BID PROCESS

1.1 The validity period and possible withdrawal of offers, subsequent to the closing date and time of this tender is 120 days. The relevant project time-frames in terms of this bid are indicated as follows:

Activity	Due Date
Advertisement of the bid via the Department e-tender portal / Department's website	1 March 2024
Non-compulsory briefing session	11 March 2024 Time: 10:00am Via Microsoft Teams Online Meeting: Follow a link on the Department website Meeting ID: 377 855 675 296 Passcode: GB7SER
Questions related to the bids received from bidder(s)	15 March 2024
Collated answers from end user published on website	20 March 2024
The bid closing date	26 March 2024 at 11:00

1.2 All dates and times in this bid are determined in accordance with South African standard time.

1.3 Any time or date reflected in this bid is subject to change at the Department's discretion. The determination of a time or date in this bid does not presuppose an obligation on the part of the Department in taking action, or creating by any manner rights in terms of which bidders may demand that specific action(s) be undertaken on the date(s) accordingly reflected in this bid. The bidder therefore accepts that, in the event of the Department extending the deadline for bid submissions (the closing date) based on and influenced by whichever circumstance, the conditions and requirements attached to this bid remain unaltered and apply equally with regard to the revised deadline.

2. NON COMPULSORY BRIEFING SESSION

- 2.1 A non-compulsory briefing session for all prospective bidders will be held Via Microsoft Teams Online Meeting: Follow a link on the Department website.
- 2.2** No reimbursement of expenses incurred by prospective bidders to attend the session will be possible.

3. CONTACT AND COMMUNICATION

- 3.1 A nominee on behalf of the bidder may make enquiries in writing, up until **15 March 2024**, to the Directorate: Supply Chain Management, via email at Tenders@dhet.gov.za. The delegated office of the Department is entitled to communicate with Bidders whenever further clarity is sought regarding information provided in bid proposals.
- 3.2 Any communication by Bidders addressed to or with an official or person acting in an advisory capacity on behalf of the Department, in so far as it has relevance to bid proposal, during the period commencing from the bid closing date and that of awarding of the tender is strongly discouraged.
- 3.3 All communication between Bidders and the Department must be provided in writing.
- 3.4 While due care has been taken regarding the finalisation of this bid, the Department duly makes no representations or provides any warranty that the contents thereof, or any part of the information accordingly communicated or provided to Bidders during the bidding process is accurate, current and/or complete. The Department and its employees/advisors therefore will not be liable in relation to any information communicated and proves to be inaccurate, outdated and/or incomplete.
- 3.5 In the event of bidders reasonably believing there to be substantive discrepancy, ambiguity, error or inconsistency contained in this bid or any part of other information provided by the Department (excluding any minor clerical matters), bidders must promptly bring such a discrepancy, ambiguity, error or inconsistency, in writing, to the attention of the Department before the closing date with the aim of affording the Department an opportunity to consider the issue(s) and where required, take the requisite corrective action.

- 3.6 All bidders (including any other relevant persons) obtaining or receiving the bid and/or any other information in relation to the bid or the tender process are obliged to keep the entire contents of the bid and all related information confidential and may not disclose or use the information in any other manner than for the express purpose of developing a proposal in response to this bid.
- 3.7 Any actual discrepancy, ambiguity, error or inconsistency in relation to the bid or part of any other information provided by the Department will, where possible, be corrected and the revised documentation be published.

4. LATE BIDS

- 4.1 Bids received at the address indicated in the bid documents after the specified closing date and time, will not be accepted for consideration and where practical, will be returned unopened to the bidder(s).

5. COUNTER CONDITIONS

- 5.1 Bidders are advised that subsequent **amendments to any of the Bid Conditions, the proposals of any counter conditions by bidders or qualifications made in respect of the Bid Conditions shall result in the immediate disqualification of such bids.** Bidders should therefore adapt their standard conditions in line with those that are issued by the Department.

6. FRONTING

- 6.1 The Department supports the spirit of broad - based black economic empowerment and recognises that true empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and garnering opportunities in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Department strongly condemns any form of fronting.
- 6.2 The Department, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations in determining the accuracy of the representations made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be determined during

such an enquiry/investigation, the onus rests on the bidder/contractor to prove that the allegation of fronting does in fact not exist. Failure to do so within a period of 14 days and determined from the date of notification may invalidate the bid/contract and also result in the restriction of the Bidder/contractor to conduct business with the public sector for a subsequent period of up to ten years and in addition to any other actions the Department may have at its disposal and accordingly wish to institute against such bidders/contractors.

7. SUPPLIER DUE DILIGENCE

- 7.1 The Department reserves the right to conduct rolling out due diligence on suppliers prior to final awarding of the contract, or on an occasional basis during the implementation of the mandated contract period. These actions may also include site visits and requests for the provision of additional information.

8. SUBMISSION OF PROPOSALS

- 8.1 Bid documents must be placed in the Department's tender box situated in **123/117 Francis Baard Street, Pretoria, 0001** (Opposite Pretoria Magistrate Court) on or before the closing date and time.

Closing Date: 26 March 2024

Closing Time: 11:00 am

- 8.2 Bid documents will only be considered if received by the Department before or on the closing date and time, regardless of the method used to send or deliver such documents to the Department.
- 8.3 Bidder(s) are required to submit 2 copies of each file, (one (1) original and (1) copy on a USB). Each file must be marked correctly and sealed separately for ease of reference during the evaluation process.
- 8.4 Bidders are requested to initial the bottom right-hand corner of each page of the tender document. On pages where bidders are required to provide full signatures, initialling at the bottom of these pages is not required.

9. MANDATORY BID DOCUMENTS

- 9.1 The Department has set minimum standards that bidders need to meet as a precursor to evaluation and selection as the successful bidder.
- 9.2 The minimum standards consist of the following criteria:

Pre-qualification Criteria (Phase 0)	Technical Evaluation Criteria (Phase 1)	Price and B-BBEE Evaluation (Phase 2)
Bidders must submit all documents as outlined in table 1 below. Only bids that comply with ALL these criteria will proceed to Phase 1.	Bidders are required to achieve a minimum of 70 points out of 100 points to proceed to Phase 2 (Price and specific goals considerations).	Bidders will be evaluated on 80/20 points system on (80 points for price and 20 for specific goals points).

9.3 Phase 0: Pre-Qualification Criteria:

9.3.1 Without any limitation in respect of the Department's other critical requirements relevant to this bid, prospective bidders must submit all the documents listed in **the table** below.

9.3.2 Document that must be submitted for bidder, [each legal persona of consortium/JV] and each subcontractor.

Table 1: Documents to be submitted for pre-qualification:

Document that must be submitted for bidder, [each legal persona of consortium/JV] and each subcontractor	YES/NO	Non-submission shall result in disqualification
Permission in terms of POPI Act to utilise information contained in documents for procurement purpose		Complete and sign the attached pro-forma document
Invitation to Bid – SBD 1		Complete and sign the attached <i>pro-forma</i> document
Tax Status		<ul style="list-style-type: none"> i. Written confirmation that SARS may on an ongoing basis during the period of the contract disclose the bidders tax compliance status. ii. In the event where the bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence. Pin number may be provided for tax verification status.

Document that must be submitted for bidder, [each legal persona of consortium/JV] and each subcontractor	YES/NO	Non-submission shall result in disqualification
Declaration of Interest – SBD 4		<p>Complete and sign the attached <i>pro-forma</i> documents.</p> <p>NOTE! Care must be taken to list ALL “other related companies” (SBD 4, par. 2.3). Failure to comply shall lead to disqualification. NB: ALL COMPANIES ON CSD & CIPC MUST BE DECLARED</p> <p>The DHET reserves the right to verify bidder related information on CSD, CIPC or any system and updated status on these and other applicable systems remain responsibility of the bidders</p>
Preferential Points Claim Form SBD 6.1		Complete and sign the attached <i>pro-forma</i> document
Preferential Points Claim Form SBD 6.2 (Black people, Women, Youth and people with disability)		Complete and sign the attached <i>pro-forma</i> document
Preferential Points Claim Form SBD 6.3 Promotion of Small Medium and Micro Enterprises (SMMEs)		Complete and sign the attached <i>pro-forma</i> document
Registration on the Central Supplier Database (CSD report)		<p>i. The bidder must be registered as a service provider on the Central Supplier Database (CSD). If not registered proceed with completing the company registration prior to submission of the proposal. Visit https://secure.csd.gov.za/ to obtain a vendor number.</p> <p>ii. Submit proof of registration.</p>
Pricing Schedule (Bidder only)		Submit full details of the pricing proposal in a separate envelope

9.3.3 Each document must be completed and signed by the duly authorised representative on behalf of the prospective bidding company.

9.3.4 During this phase bid responses will be evaluated with emphasis placed on documentary compliance with the listed administrative and mandatory bid requirements.

9.3.5 **Bidders' proposal shall be disqualified as a result of non-submission.**

9.3.6 **Bidders' proposal shall be disqualified as a result of non-completion of the listed documents.**

9.4 Phase 1: Technical Evaluation Criteria = 100 points:

- 9.4.1 All bidding companies are required to fully adhere to the technical evaluation criteria scorecard and compliance checklist.
- 9.4.2 Only Bidding companies that have fully met the Pre-Qualification Criteria in Phase 0 will accordingly be evaluated in Phase 1 for determination of functionality.
- 9.4.3 Bidding companies will be evaluated on an overall score of 100 points.
- 9.4.4 The Department as part of on-site reference checks for allocating points, will at its own discretion choose a site at one of the bidding company's clients for validation of the services rendered. The choice of site will remain Department's sole discretion.
- 9.4.5** Bidders are required to score a minimum of **70 points** to proceed to **Phase 2: Evaluation for Pricing and specific goals.**
- 9.4.6 Phase 1: Technical Evaluation Criteria:** The bidders' information will be scored according to the points determination system.

9.5 Phase 2: Price and specific goals Evaluation (80 + 20) = 100 points:

- 9.5.1 Only prospective bidders that have attained the **70-points allocation** threshold in phase 1 will subsequently progress for evaluation in phase 2 in relation to pricing options and specific goals qualification criteria.
- 9.5.2 The following formula must be used to calculate the points out of 80 for price in respect of a tender with a rand-value equal to or below R50 million, inclusive of all applicable taxes:
- 9.5.3 Stage 1 - Price Evaluation (80 Points):**

Criteria	Points
Price Evaluation $Ps = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$	80

Where:

Ps - Points scored for pricing of tender under consideration;

Pt - Price of tender under consideration; and

Pmin - Price of lowest acceptable tender.

9.5.4 Stage 2 – specific goals (20 Points):

- 9.5.4.1 A maximum of **20 points** may be allocated to a bidder for specific goals specified in the tender.

9.5.4.2 The points scored for specific goals must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

9.5.4.3 The table below provides the specific goals, its criteria of measurement and the proof to be offered by tenderer for a tenderer to qualify for 20 points:

NO	SPECIFIC GOAL	CRITERIA	80/20		PROOF/ EVIDENCE
			Specific Goal Contribution	Points Claimed	
1	Person historically disadvantaged on the basis of race	100% black owned	60.00	7.19	Copy of CIPC (Companies and Intellectual Property Commission) registration, copies of ID's as well as CSD (Central Supplier Database)
		75%-99% black owned	50.00	5.99	
		60%-74% black owned	40.00	4.79	
		51%-59% black owned	30.00	3.59	
		1-50% black owned	10.00	1.20	
		None	0.00	0.00	
2	Persons historically disadvantaged on the basis of gender	100% women owned	40.00	4.79	Copy of CIPC (Companies and Intellectual Property Commission) registration, copies of ID's as well as CSD (Central Supplier Database)
		75%-99% women owned	30.00	3.59	
		60%-74% women owned	20.00	2.40	
		51%-59% women owned	10.00	1.20	
		1-50% women owned	5.00	0.60	
		None	0.00	0.00	
3	Persons historically disadvantaged on the basis of disability	100% owned by persons with disabilities	7.00	0.84	Certified medical certificate or substantive proof
		75%-99% owned by persons with disabilities	5.00	0.60	
		60%-74% owned by persons with disabilities	3.00	0.36	
		1-59% owned by persons with disabilities	1.00	0.12	
		None	0.00	0.00	
4	Development of Youth	100% youth owned	30.00	3.59	Copy of CIPC (Companies and Intellectual Property Commission) registration, copies of ID's as well as CSD (Central Supplier Database)
		75%-99% youth owned	20.00	2.40	
		60%-74% youth owned	15.00	1.80	
		51%-59% youth owned	10.00	1.20	
		1-50% youth owned	5.00	0.60	
		None	0.00	0.00	
5	Development of SMMEs	QSE; EME	30.00	3.59	BBBEE certificate indicating- percentage level of contribution for SMMEs, or sworn affidavit for EME or QSE Copy of CIPC (Companies and Intellectual Property Commission) registration SARS Return indicating turnover or audited financial statement.
		GEN; Other	0.00	0.00	

9.5.4.4 A tenderer must submit proof or evidence for claiming points for specific goals as indicated above. A bidder must also complete a preference form (SBD 6.1) in detail to claim points for specific goals.

9.5.4.5 A tenderer failing to submit proof or evidence may not be disqualified but:

9.5.4.5.1 May only score points out of 80 for price; and

9.5.4.5.2 Scores 0 points out of 20 for specific goals.

9.5.4.6 The points scored by a tenderer for specific goals must be added to the points scored for price for total points.

9.5.4.7 The points scored must be rounded off to the nearest TWO decimal places.

10. JOINT VENTURES AND CONSORTIUMS

10.1 Bidders must submit substantive proof of the existence of joint ventures and/or consortium arrangements. The Department will accept valid signed agreements as proof for the existence of a joint venture and/or consortia arrangement.

10.2 Joint venture and/or consortia agreements must clearly set out the roles and responsibilities of the lead partner, alongside the joint venture and/or consortium. The agreement must also clearly identify the lead partner that is accordingly provided with a power of attorney to bind the other co-parties in all matters pertaining to the joint venture and/or consortia arrangement.

10.3 A consortium or joint venture will qualify for points on evaluation of their specific goals as a legal entity, provided that the entity submits the requisite documents.

10.4 A consortium or joint venture will qualify for points on evaluation of their specific goals as an unincorporated entity, provided that each entity submits their requisite, information regarding points claimed.

10.5 Points for Black people, Youth, Women, Persons with Disabilities and SMME's are calculated based on the percentage of the contract value managed or executed by their Black people, Youth, Women, SMME and Persons with Disabilities.

PART D – SUBMISSIONS

1. SUBMISSION OF PROPOSAL

- 1.1 The two envelope procedure must be followed for tender submissions.
- 1.2 The first envelope must clearly state TECHNICAL SUBMISSION, wherein the bidder should address all aspects of the required scope of services.
- 1.3 The second envelope must clearly state FINANCIAL SUBMISSION, wherein the bidder should include the proposed fee for the project.
- 1.4 Proposals must be submitted in hard copy format: One original and one copy.

2. CONTENT OF THE TECHNICAL SUBMISSION

The technical submission should include the following:

- 2.1 Cover Page
- 2.2 Mandatory documents
- 2.3 Introduction and Executive Summary
- 2.4 Company and contact information of the bidder, including all parties/team members to the consortium where applicable

2.5 Exhibit 1:

The proposal must include a short profile of the service provider outlining in specific the level of knowledge, skills and experience of each team member and the team leader in line with the requirements covering the entire scope of this tender as well as the mandate of the Department & its legislative framework.

A minimum of 3 Letters of previous work performed indicating work carried out on the development of Business Continuity Plan (BCP). with other clients, which also include the following details:

Name and details of the client, services provided, value of the project in Rands, duration of the project with start and end date, contact person and a brief summary of how the project is expected to unfold.

2.6 Exhibit 2:

Proposal outlining a detailed methodology and design of the solutions they are proposing is required.

A project plan with realistic timeframe and deliverables is required.

2.7 Exhibit 3:

A table containing the names of all team members, their envisaged roles and responsibilities and the time they will work on the project.

An abridged CV of the Team Leader clearly indicating relevant experience and expertise in working with the required solutions.

An abridged CV of the person/s that will do the work, clearly indicating relevant expertise and experience.

Certified copies of the highest education qualification/s of each team member, as certified by a commissioner of oath.

2.8 Exhibit 4:

The service provider must provide any of the following Original Equipment Manufacturers (OEM) or Original Software Manufacturer (OSM) certificates:

Bronze Certificate

Silver Certificate

Gold Certificate

And a demonstration of how the team will relate to the internal arrangements of the Department for the work to be performed.

2.9 Exhibit 5:

The service provider must include a plan that will show how skills will be transferred. The plan must also include a list of training that will be offered as part of the skills transfer.

3. FINANCIAL SUBMISSION

- 3.1 The financial submission should include the proposed fee for the duration of the project.
- 3.2 The proposed fee should include any costs that will be incurred by the bidder, including travel and subsistence expenses. The total price or amount provided will be regarded as the cost of the project, including VAT and applicable taxes.

4. EVALUATION CRITERIA

- 4.1 The following table reflects the evaluation criteria that will be used in evaluating the technical submission.

No	Element	Weight
1	Company Experience <ul style="list-style-type: none">• Ability to demonstrate proven track record of similar work completed in each activity on the scope as follows:<ul style="list-style-type: none">○ Briefing/ Opening meetings<ul style="list-style-type: none">▪ Fully demonstrate briefing sessions on BCP= 5 Points▪ Lack of or no demonstration = 0 points○ Analysis<ul style="list-style-type: none">▪ Record of review & assess BCP; DRP, stakeholder engagement = 5 Points▪ No or insufficient record of review & assess BCP; DRP, stakeholder engagement = 0 Points▪ ○ Design/ Development<ul style="list-style-type: none">▪ Record or evidence of strategies & tactics on recovery of disruptions; proactive response; alignment of BCP & DRP = 10 Points▪ No record or evidence of strategies & tactics on recovery of disruptions; proactive response; alignment of BCP & DRP = 0 Points▪ ○ Training and Awareness = 5 Points Relevant training is offered and awareness strategies displayed = 5 points. Training not relevant and awareness strategies not on offer or demonstrated = 0 points.	25

No	Element	Weight
2	<p>Methodology and design</p> <p>The Bidders detailed approach and methodology that will be used to carry out the project as follows:</p> <ul style="list-style-type: none"> • The approach and methodology in achieving the tender goal as expressed in PART A par 3-5, is: <ul style="list-style-type: none"> ○ Fully demonstrated to excellently implement BCP included in the proposal with full descriptive project plan with realistic timelines = 30 points ○ Partially demonstrate to good implement BCP included in the proposal with good descriptive project plan with timelines = 20 points ○ Demonstrate to acceptable implement BCP included in the proposal with acceptable descriptive project plan with timelines = 10 points ○ Proposal does not demonstrate acceptable implementation and/or project plan = 0 points 	30
3	<p>Experience and qualifications of the Project Team</p> <p>The Bidder's team experience and qualifications:</p> <ul style="list-style-type: none"> • Experience relevant to the project requirements (Attach CVs' and summary table of all the team members). <p>Points breakdown:</p> <ul style="list-style-type: none"> • Team/Project Leader (certified copies of qualifications) <ul style="list-style-type: none"> ○ +15 years = 10 points ○ 10-14 years = 5 points ○ Below 10 years = 0 points • *2 or more Team Members (certified copies of qualifications) <ul style="list-style-type: none"> ○ +15 years = 15 points ○ 10-14 years = 10 points ○ Below 10 years = 0 points • *If more than 2 team members are presented, a combined average of the team will be calculated to determine the years' experience in awarding points 	25
4	<p>Transfer of Skills – methodology, approach and steps to transfer skills to staff</p> <ul style="list-style-type: none"> • Demonstrate how skills will be transferred or a training plan to the relevant IT staff = 10 points • List of relevant training to be provided with 4 or more training per annum = 10 points. 	20
	Total	100

PART E – CONDITIONS

1. GENERAL CONDITIONS OF CONTRACT

- 1.1 Any subsequent award/concession made to a prospective bidder in terms of this TOR is conditional on, (among others):
 - 1.1.1 The bidding party accepting the terms and conditions as contained in the General Conditions of Contract as the minimum terms and conditions on which the Department is prepared to enter into a contract with the successful Bidder.
 - 1.1.2 The bidder submitting the General Conditions of Contract to the Department together with its bid, has ensured that the document has duly been signed by an authorised representative on its behalf.

2. SPECIAL CONDITIONS OF CONTRACT

The Department reserves the right to:

- 2.1 Award this tender to any bidder that did not score the highest (cumulative total) number of points and only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000);
- 2.2 Negotiate with one or more preferred bidders identified in the evaluation process, regarding any terms and conditions, including pricing without offering the same opportunity to any other bidder(s) who had not been awarded the status of a preferred bidder;
- 2.3 Accept any part of a tender in lieu of the whole tender;
- 2.4 Carry out at its discretion, site inspections, product evaluations or facilitate explanatory meetings in order to verify the nature and quality of the services offered by the potential bidders, either before, during or subsequent to adjudication of the Bid;
- 2.5 Correct mistakes during any stage of the tender evaluation process which may already have been apparent in the bid documents or subsequently occurred during any stage of the tender evaluation process;
- 2.6 At any stage during the evaluation of bids, cancel and/or terminate the tender process, even subsequent to the tender closing date and/or after presentations by selected bidders have been made, and/or after tenders have been evaluated

and/or after the preferred bidders have as such been notified of their status; and

- 2.7 Award the tender to multiple bidders based either on organisational capacity, specialisation and size, as well as geographic considerations.
- 2.8 Request that payment schedule for each stage of the project be attached as payment will only be negotiated/ made in phases based on the work completed for that stage.
- 2.9 Request that all information (scan reports, databases) are retained for the duration of the contract and that it must be handed to the Department after the contract has ended
- 2.10 Make payment within 30 days as per the National Treasury Instruction Note after submission of all the required documents/ reports supporting the work done.

3. GOVERNING LAW

- 3.1 South African law will in its full extent govern the Application parameters of this bid and the bid response process.
- 3.2 The bidder agrees to submit to the exclusive jurisdiction of the South African court system in any dispute of any kind that may arise out of- or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

4. DECLARATION

Bidders as part of their respective technical responses, are required to declare the following and confirm that they will:

- 4.1 At all times for the duration of the tender, act honestly, fairly and with due skill, care and diligence in the best interest of the Department;
- 4.2 Manage, effectively utilise and apply the resources, procedures and appropriate technological systems to ensure the proper performance of the services for the duration of the tender;
- 4.3 Act with circumspection and treat the Department fairly in all situations where conflicting interests may become apparent;

- 4.4 Comply with all applicable statutory or common law requirements related to the conduct of its business;
- 4.5 Make adequate disclosures regarding relevant and material information, including the disclosure of actual or potential interests the company may acquire, in relation to its dealings with the Department;
- 4.6 Avoid any form or instance of fraudulent and misleading advertising, canvassing and marketing for the duration of the tender;
- 4.7 Conduct business activities transparently and consistently uphold the interests and needs of the Department as a client, before any other consideration; and
- 4.8 Ensure that for the duration of the tender no information acquired from the Department will be utilised and/or disclosed to any third party/ies unless written consent from the Department has been obtained to do so.

5. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 5.1 The Department reserves the right to disqualify any potential bidder who either itself, or through any of its members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the Department or any other Department organ or entity and whether from the Republic of South Africa or otherwise ("Department "):
 - 5.1.1 Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
 - 5.1.2 Seeks any assistance, other than assistance officially provided by a Department, from any employee, advisor or other representative of a Department in order to obtain any unlawful advantage in relation to the procurement or services provided or to be provided to the Department;
 - 5.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Department's officers, directors, employees, advisors or other representatives in order to obtain any unlawful

advantage in relation to procurement or services provided or to be provided to a Department;

- 5.1.4 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Department;
- 5.1.5 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the awarding of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to the Department;
- 5.1.6 Has in the past engaged in any matter referred to above; or
- 5.1.7 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such a bidder, member or director's name(s) not specifically appearing on the List of Tender Defaulters kept at National Treasury.

6. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 6.1 The bidder should note that the terms of its tender will be incorporated in the proposed contract by reference and that the Department relies upon the bidder's tender as a material representation in making an award to a successful bidder and in concluding an agreement with said bidder.
- 6.2 It follows therefore that misrepresentations in a tender may give rise to service termination and a claim by the Department against the bidder notwithstanding the conclusion of the Service Level Agreement between the Department and the bidder for the provision of the service(s) in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the contents of the Service Level Agreement will prevail.

7. PREPARATION COSTS

- 7.1 The Bidder will bear all its costs in preparing, submitting and presenting any response or tender to this bid and all other costs incurred by it throughout the bidding process.
- 7.2 Furthermore, no statement in this bid will be construed as placing the Department, its employees or agents under any obligation whatsoever,

including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their responses to this bid.

8. INDEMNITY

- 8.1 If a bidder breaches the conditions of this bid and as a result of that breach, the Department incurs costs or damages (including, without limitation, the cost(s) of any investigations, procedural impairment, repetition of all- or any part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), the bidder then indemnifies and holds the Department harmless from any and all such costs which the Department may incur and for any damages or losses the Department may suffer.

9. PRECEDENCE

- 9.1 This document will prevail over any information provided during any stage whether oral, electronically or written, unless such written information provided, expressly amends this document by reference.

10. LIMITATION OF LIABILITY

- 10.1 A bidder participates in this bid process entirely at its own risk and cost. The Department shall not be liable to compensate a bidder on any grounds whatsoever, for any costs incurred or any damages suffered as a result of the Bidder's participation in this bidding process.

11. TAX COMPLIANCE

- 11.1 No tender shall be awarded to any bidder which is not tax compliant. The Department reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the Department, or whose verification against the Central Supplier Database (CSD) proves non-compliant.
- 11.2 The Department further reserves the right to cancel a contract with a successful bidder in the event that such a bidder does not remain tax compliant for the full term of the contract.

12. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

- 12.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters maintained by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.
- 12.2 The Department reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another organ of state.

13. CONFIDENTIALITY

- 13.1 Except as may be required by the operation of law, by a court or by any regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the Department's examination and evaluation of a tender.
- 13.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronically, or by way of photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a tender. This bid and any other documents supplied by the Department remain proprietary to the Department and must be promptly returned to the Department upon request, together with all copies, electronic versions, excerpts or summaries thereof or work as a consequence derived there from.
- 13.3 Throughout this bid process and thereafter, bidders must secure the Department's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

14. PROPRIETARY INFORMATION OF THE DEPARTMENT

- 14.1 Bidders will declare in their respective bid cover letters that they did not have access to any departmental proprietary information, or any other matter that

may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

15. COPYRIGHT AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS

- 15.1 **All copyright and all other intellectual property rights in respect of any documents and materials (works) developed by the service provider during this project, shall vest in the Department.**
- 15.2 The Department will have the right to release the works under an appropriate copyright license, including an open license that will allow any individual, official, company, agency or organisation to use or modify the works for any purpose as stated in the open licence.

16. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

- 16.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid.
- 16.2 In the event that the Department allows a bidder to make use of sub-contractors, the actions and activities of such sub-contractors will at all times remain the responsibility of the bidder and the Department will not under any circumstances, be liable for any losses or damages incurred by or caused by such sub-contractors.

17. SERVICE LEVEL AGREEMENT

- 17.1 Subsequent to the Department's decision on awarding the tender the successful bidder **may be required to sign a Service Level Agreement** aimed at regulating the specific terms and conditions applicable to the services required by the Department and as far as possible. A Service Level Agreement will however be entered into only if the service required is above the threshold of R500 000.00 as issuing of an order to inform a successful bidder of the award means a contract has been concluded.
- 17.2 The Department reserves the right to revise and amend any part of the proposed Service Level Indicators during the course of contract with a bidder.

17.3 The Department reserves the right to accept or reject additional service proposals, proposed by a successful bidder.

18. PRICING

- 18.1 The price quoted must be a fixed price for the duration of the contract and must include all related costs (travel, accommodation, equipment and data communication).
- 18.2 **Price must be VAT inclusive and quoted in South African Rand.**
- 18.3 Costing should be aligned with project activities / project phases.
- 18.4 Details of the **cost/fee breakdown for all the services to be rendered** must be submitted in a sealed envelope with the rest of the documentation.

19. OTHER IMPORTANT MATTERS TO NOTE

- 19.1 The Department reserves the right to conduct background/probity check on key management of the bidder.
- 19.2 The Department reserves the right to conduct due diligence exercises as part of evaluating the implementing capacity of the bidder.
- 19.3 The shortlisted bidders may be called to present to the evaluation committee before a final selection is made.
- 19.4 The Department will not be liable to reimburse any costs incurred by the bidder during this tender process.
- 19.5 Bidders must identify and disclose any conflict or perceived conflict of interest caused by current assignments, relationships or other dealings, and indicate how such conflicts would be addressed.
- 19.6 Only one proposal per bidder can be submitted and must indicate a (period) implementation.

PART F – MONITORING AND REPORTING

1. MONITORING

- 1.1 All monitoring of the project will be conducted by Risk Management and GITO.
- 1.2 A Project Management Team will be established to facilitate the smooth implementation of the project and to ensure that the objectives of the project are met. The Project Management Team will comprise of officials from Risk Management; GITO and other officials from the Department as well as the service provider. Meetings will be arranged as per the approved project plan.

2. REPORTING

- 2.1 The service provider will report to the Director: Risk; Fraud; Ethics and Integrity Management (and/or his delegate) and submit work-in progress reports by close of business every second Friday until the project has been completed.
- 2.2 For each deliverable, as identified in Part A – Information on the Tender, paragraph 4, the service provider will submit progress reports to the Department in line with approved timeframes in the project plan. The reports should be in MS Word and be submitted electronically to the Director: Risk; Fraud; Ethics and Integrity Management and the Risk Manager.

3. LANGUAGE

- 3.1 All correspondence including reports must be written in English.

4. SUBMISSIONS/COMMENTS TIMING

- 4.1 The submission of the project implementation plan, and project charter shall be submitted to the Director: Risk; Fraud; Ethics and Integrity Management together with the Project Manager within 10 days after the commencement of the project for approval by the Department.
- 4.2 Other reports shall be submitted as per the agreed project implementation plan.
- 4.3 The Department, shall within 15 days of receipt of deliverables, notify the service provider of the approval or not of the deliverable.
- 4.4 The Department shall, within 30 days of receipt of the final report, notify the service provider of its decision concerning the final report. If the Department

does not give any comments on the final report within such time limit of 30 days, the final report shall be deemed to have been approved by the Department if they do not expressly inform the service provider of any comments or delays. New timeframes will then be negotiated between the service provider and the Project Manager and/ or the Director: Risk; Fraud; Ethics and Integrity Management.