



competition commission
south africa

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Private Bag X23, Lynnwood Ridge
0040, South Africa

BID DESCRIPTION	Appointment of a Professional Service Provider to assist the Competition Commission with the establishment of the Project Management Office. To manage the development and implementation of an ERP system for the Competition Commission of South Africa
PERIOD OF CONTRACT	The resources will be required for a period of 12 months which may be extended to a maximum of eighteen months. Pricing should be clearly indicated in a table format with hourly and monthly rates for a period of 12 months.
BID NUMBER	RFB16/2022-2023
ISSUE DATE	03 February 2023
BRIEFING SESSION	No Briefing Session will be held for this tender process.
CLARIFICATION QUESTIONS AND / OR ENQUIRIES	tenders@compcom.co.za
BID CLOSING DATE	24 February 2023
BID CLOSING TIME	11:00AM
EVALUATION CRITERIA	MANDATORY REQUIREMENTS, FUNCTIONALITY, PRICING AND BBBEE
BID VALIDITY PERIOD	120 DAYS
SUBMISSION OF BIDS	One (1) set of original proposal documents accompanied by two (2) copies. COMPETITION COMMISSION SA BLOCK C RECEPTION DTI CAMPUS 77 MEINTJIES STREET SUNNYSIDE PRETORIA
CONSIDERATION OF BIDS	The bidding system is in accordance with the criteria set out in the Commission's Supply Chain Management Policy, in accordance with the provisions set out in the Preferential Policy Framework Act of 2000. Preferential Procurement Regulations 2022, as amended. Respondents are notified in the RFP, of the Commission's evaluation criteria. In line with the CCSA-SCM Preferential Procurement Policy, the total point's allocation is 80/20 as applicable for contracts with a "Rand value" that does not exceed R50 000 000 Million.

NAME OF BIDDING ENTITY			
CSD MAAA NUMBER			
SARS VAT REGISTRATION NUMBER (if applicable)			
SARS TAX CLEARANCE NUMBER			
SARS PIN NUMBER			
CONTACT PERSON			
CONTACT NUMBER			
EMAIL ADDRESS			
PHYSICAL ADDRESS			
POSTAL ADDRESS			
AUTHORISED SIGNATORY ON BEHAF OF BIDDING ENTITY			
	INITIALS & SURNAME	SIGNATURE	
	DATE:		

1. OVERVIEW		
	1.1	The Competition Commission of South Africa ('Commission') is established in terms of section 19 of the Competition Act (Act 89, 1998) and is responsible for investigating complaints made against firms about restrictive practices and abuses of dominance, and for evaluating, approving, or prohibiting mergers and acquisitions. The Competition Commission is one of three bodies established in terms of the Competition Act. It is an independent statutory authority created with the objective of regulating economic activity within the country.
	1.2	The Commission is empowered to investigate, control, and evaluate restrictive business practices, abuse of dominant positions and mergers in

	order to achieve equity and efficiency in the South African economy. In addition, the Commission conducts research, provides policy inputs, educates, and informs stakeholders and conducts regulatory and legislative reviews.
1.3	The Commission's mandate is to provide all South Africans with equal opportunity to participate fairly in the national economy and to level the playing field for all firms, big and small, to compete fairly to create a more effective and efficient economy.
1.4	The Commission is responsible for investigating complaints, evaluating mergers, and conducting market inquiries with the aim of promoting a more competitive economy in the interest of workers, owners and consumers. The Competition Commission is mandated to promote a more effective and efficient South African economy wherein all South Africans have equal opportunity to participate, and to provide consumers with competitive prices and product choices.
1.5	The Commission is classified as a National Public Entity under Part B of Schedule 3A of the Public Finance Management Act of 1999 (PFMA).
1.6	The Commission's 2020-2025 strategy identifies 3 (three) strategic goals which the Commission seeks to achieve in the next 5 (five) years, namely: •Effective competition Enforcement and Merger Regulation •Strategic Collaboration and Advocacy •A High-Performance Agency
1.7	In line with the key strategic initiative, the Commission seeks to develop a fully integrated, efficient, and adequate ICT environment to ensure effective functioning of the Commission in order to improve operational efficiency and to achieve the strategic goals.
1.8	The Commission hereby invites, suitably qualified and experienced prospective service providers to assist the Commission with the establishment of the PMO.
1.9	To manage the development and implementation of an ERP system for the Competition Commission of South Africa.
10	Bidders are to respond by complying with all the mandatory requirements and ensuring the responses are in line with the specifications and evaluation criteria.

3. PRE-QUALIFICATION CRITERIA

Without limiting the generality of the Competition Commission's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1 and 2** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements.

3.1 The bidder(s) proposal will be disqualified, should the submission not comply with all the mandatory requirements and for failure to fully complete, and sign the SBD Forms and to initial each page of the General Conditions of Contract.

TABLE: 1 - CHECKLIST OF DOCUMENTS TO BE SUBMITTED (PLEASE TICK IN THE RELEVANT BLOCK BELOW)

DOCUMENT DESCRIPTION	YES	NO
Bidders are required to submit their unique Personal Identification Number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status. Bidders may also submit a printed Tax Compliance Status (TCS) together with the bid. In bids where consortia / joint ventures / subcontractors are involved, each party must submit a separate proof of TCS / Pin / Central Supplier Database (CSD) number. For Joint Ventures / Consortiums and Trusts: Bidders must submit concrete proof of the existence of the joint venture and/or consortium arrangements. The Competition Commission will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture/consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement. <u>Bidders who do not comply with the requirement will be disqualified.</u>		
It is a requirement that all suppliers/ services providers to the Competition Commission be registered on the National Treasury Central Supplier Database (CSD). Bidders are therefore required to register as a supplier on the CSD before submitting a bid. The CSD website can be accessed on the following link: http://ocpo.treasury.gov.za/Pages/default.aspx Bidders are therefore required to submit proof of their registration on the CSD in a form of the most Recent CSD Report. Bidder's Tax Matters Compliance will also be verified via CSD.		
Bidders are required to submit original or certified valid B-BBEE certificates / sworn affidavit or certified copies in order to substantiate their rating claims. If bidders do not submit certificates or are non-compliant contributors to B-BBEE they do not qualify for preference points for B-BBEE but will not be disqualified from the process.		

3.2 TABLE: 2 - CHECKLIST OF DOCUMENTS TO BE COMPLETED / SIGNED / INITIALED
(PLEASE TICK IN THE RELEVANT BLOCK BELOW)

DOCUMENT DESCRIPTION	YES	NO
General Conditions of Contract <i>Bidders must initial each page and return the document as part of their submission. Bids submitted without an initialed General Conditions of Contract will be deemed to be non-responsive and will not be evaluated further.</i>		
SBD 1 - Invitation to Bid (Fully Completed and Signed)		
SBD 3.3 - Pricing Schedule (Rates) (Fully Completed and Signed)		
SBD 4: Fully Completed and signed Declaration of Interest accompanied by clear and certified copies of directors/members identity documents		

3.3 DECLARATION

I/We have examined the information provided in your bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are valid for the stipulated period. I/We confirm the availability of the proposed team members. We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date.

Signature of bidder:
Date:

.....	
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Are you duly authorised to commit the bidder?

YES

NO

Capacity under which this bid is signed

TOTAL BID PRICE (INCLUSIVE OF ALL TAXES)

(If applicable)

4. OBJECTIVE OF THE REQUEST FOR PROPOSALS

- | | |
|--------------|---|
| 4.1 | The current ICT environment is disparate and there is lack of integration within the systems and is fraught with manual user interventions and management lacks full insight into the organisation due to lack of integrated business information. |
| 4.2 | <p>The Competition Commission currently owns and operates ERP related systems covering the following business functional domains:</p> <ul style="list-style-type: none"> •Case Management System •Knowledge Management System •Financial Management •Supply Chain Management •Human Resource Management •Payroll |
| 4.3 | The Commission would like to appoint an IT Project Management Office to manage the development and implementation of an Enterprise Resource Planning system (“ERP”) that will facilitate and promote integration to Commission’s business value chain. The development and implementation of an ERP system will also ensure improvements in the business processes of the Commission in a way that will streamline operations and further improve productivity and the improvement in the overall delivery of the Commission’s mandate. |
| 4.4 | <p>The objective of the RFP is to invite suitable qualified business entities to submit proposals for the rendering of Project Management services for the development and implementation of the ERP system. The appointed Project Management Office will be required to perform the following:</p> <p>Note:The Project Management methodology preferred by the Commission is Prince 2. All project implementations must be in line with the approved methodology and other Project Management methodologies where necessary.</p> |
| 4.4.1 | Establish a Project Management Office (PMO) to manage the development and implementation of the ERP systems. |
| 4.4.2 | Deployment of technical resources through the PMO for the development and implementation of the ERP system. |
| 4.4.3 | Work as part of the Project Management team and deliver tasks and assignments. |
| 4.4.4 | Work closely with the Commission’s IT Team, Steering Committee established for the ERP project and the Executive Management Committee. |
| 4.4.5 | Project Management of the implementation must be in line with the approved methodology and other Project Management methodologies where necessary. |

5. NUMBER OF RESOURCES REQUIRED		
	5.1	The Commission require the following resources for of the project. 5.1.1 Project Manager x 1 5.1.2 Business Analyst x 1 5.1.3 Project Administrator x 1
6. SCOPE OF WORK		
	6.1	The Project Management Office will be involved in the development and implementation stages of the ERP system selected through a tendering process. The Project Management Office (PMO) will act as a centralized management structure for the ERP project in the Commission to ensure standardization, reducing duplication and leveraging resources such as people, technology, and communication. The major role of the PMO for this project is to maintain process standards by providing a framework to establish standard performance measures based on the Commission's goals and objectives and providing tools and procedures to achieve this. The PMO will assist the Commission to establish project methodologies, project tracking, and project support.
	6.2	The scope of work shall encompass the following:
	6.2.1	The PMO will assign tasks, develop timelines, and monitor the budget for the project.
	6.2.2	Review the ERP system's terms of reference and advise management on any gaps.
	6.2.3	During the planning stage of the project, the Project Management Office must develop the scope and goals for the team during each step in the process in conjunction with the project implementers.
	6.2.4	User requirements gathering and translation of user requirements into technical document.
	6.2.5	Developing and maintaining internal and external stakeholder relations.
	6.2.6	Ensuring all required documentation for all project is in place and filed.
	6.2.7	Ensuring compliance to policy and procedure of the Competition Commission.
	6.2.8	Managing information and reporting including the development of a communication plan.
	6.2.9	Capacity building and information sharing including the development of a change management strategy.
	6.2.10	The Project Management Office must be able to propose changes to the project based on reports, feedback, and updates.
7. DELIVERABLES		
	7.1	Project Charter to provide an overall vision of the programme goals and objectives to the team members.
	7.2	Work Plans with detailed schedules of activities, milestones, and deliverables of the project team, and resource identification.
	7.3	Governance Plan to identify the roles and responsibilities of each member of the project team.

	7.4	Work Breakdown Structure to defines the specific deliverables due from each team member, at each stage of the project.
	7.5	Communication Plan to establish the protocol, procedure, and methods to communicate project information and issues among members of the team.
	7.6	Forms and templates to simplify communication, record-keeping, reporting as well as Setting and managing expectations.
	7.7	Ensuring appropriate change management activities so that staff understand the objectives and are committed to the project.
	7.8	Risk Analysis to list out potential problems and chances of deviance from the project methodology, the probability of such occurrences, the possible impact, and possible solutions.
8. INTEGRITY AND CONFLICT OF INTEREST		
	8.1	The Project Management Office will be required to demonstrate the highest level of integrity and diligence in performing all professional assignments and will accept only assignments for which there is a reasonable expectation that such assignments will be completed with professional competence.
	8.2	The successful Project Management Office will be required to conduct the assignment and compile the required reports with the utmost integrity and honesty.
	8.3	Th Project Management Office will be required to collect sufficient and appropriate evidence to ensure that the ultimate enterprise architecture will assist the Commission to achieve its ERP system objectives.
	8.4	The Project Management Office will be expected to conclude and sign a confidentiality agreement in order to protect the information of the Commission and its business processes.
9. INTELLECTUAL PROPERTY		
	9.1	The Competition Commission will take ownership of any reports, any work and other intellectual property that will arise out of this project.
10. PROJECT MANAGEMENT		
	10.1	The Project Management Office appointed shall be given instructions by or shall report to the Divisional Manager -Corporate Services or any delegated official.
11. PROJECT PROPOSAL		
	11.1	Entities wishing to submit proposals are required to include documents of statements on the following:
	11.1.1	A short profile of the company or entity.
	11.1.2	Suitable human resource expertise and any other relevant infrastructure to undertake the task of this nature. - The above must include the number and equity profile of the project team and their experience.
	11.1.3	Project plan showing how the entity will manage the project.
	11.1.4	Details of the cost / fee breakdown for the services to be rendered.

11.1.5	One (1) set of original proposal document accompanied by two (2) copies of the document.
12. PROJECT PLAN	
12.1	Based on the information provided in this document, the Project Management Office must submit a project plan with timelines, which the prospective Project Management Office deems suitable for the delivery of the proposed project. The project proposal must be limited to the twelve months period. The Competition Commission will consider and approve the project plan before commencement of the project.
13. PROJECT PRICING	
13.1	Bidders to provide a VAT inclusive pricing.
13.2	The amount quoted must be denominated in the South Africa Rand value, and should include VAT.
13.3	The pricing for the technical resources must be a rate per hour for 12 months with a total amount.
13.4	The above hours are an estimate and guide for the duration of twelve (12) months.
13.5	Final hours will be specified by the Competition Commission.
14. PREPARATION OF PROPOSALS	
14.1	In preparing the technical proposal, bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a submission.
14.2	The technical proposal should provide a brief description of the firm's proposed approach to performing the tasks set forth in the Terms of Reference, including a proposed work plan and a staffing plan showing the approximate time that each member of the team would spend on the project. The time elements of the staffing plan are indicative only, to illustrate the firm's approach, and not binding.
14.3	CVs of the proposed professional team to be deployed to the Commission should be submitted. Key information should include qualifications, certifications, experience, period of time working for the firm, and degree of responsibility held in various assignments.
14.4	Proposals must remain valid from the submission date. During this period, you are expected to keep available the professional staff proposed for the services. The Commission will make its best effort to complete negotiations within this period.
14.5	If the Proposal validity period is extended, bidders have the right not to maintain their Proposals.
14.6	The Proposal must conclude with a declaration that the information is true and correct, that the signatory is duly authorized, and that documentary proof will be available if requested.

7. BIDDERS WILL BE DISQUALIFIED, SHOULD THEY FAIL TO MEET ALL LISTED MANDATORY REQUIREMENTS	Bidders are required to comply with all mandatory requirements as listed in this tender document. The instructions on what to submit, what should be fully completed, signed, and initialed must be complied with in full. Bidders that do not comply with all mandatory requirements, will not be evaluated further.
8. EVALUATION OF PROPOSALS	8.1 Bidders shall not contact the Commission on any matter relating to their Proposal from the date of the opening of the proposals to the date the contract is awarded. 8.2 If a firm wishes to bring additional information to the notice of the Commission, it should do so in writing at the address indicated. 8.3 Any effort by the bidder to influence the Commission in the proposal evaluation, proposal comparison or contract award decisions may result in the disqualification of the bidder's proposal. 8.4 The evaluation of technical proposals will be based on their responsiveness to the Terms of Reference, applying the evaluation criteria and point system indicated below. 8.5 Each responsive proposal will be given a technical score. A proposal considered to be unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference. 8.6 The Commission shall notify bidders of the rejection of their technical proposal after completing the selection process.
9. FUNCTIONALITY EVALUATION	This bid will be evaluated using Functionality as a criterion due to the nature of the required commodity or service considering the quality, reliability, viability and durability of a service and the bidder's technical capacity and ability to execute a contract. All acceptable bids (those meeting all the specified mandatory requirements) will be evaluated in terms of the stipulated criteria and points for functionality. The Commission will apply Functionality and the 80/20 Preference Point System in the evaluation of this RFP. <u>Bidders are required to score minimum points per category and minimum required points in total, in order to be evaluated in the next stage.</u>
10. FUNCTIONALITY EVALUATION OUTCOME	Bidders scoring less than 80 points will not be considered for further evaluation. All bidders achieving 80 points or higher will be documented by the evaluation committee and be evaluated further for Price and BBEE.

Bids will be evaluated in accordance with the PPPFA 80/20 principle against the following criteria.

Note: Functionality scoring will be on the sliding scale as per the below table:

SCORE	DESCRIPTION
1 – Poor	Unacceptable, does not meet set criteria
2 - Average	Compliance to the requirements
3 – Good	Satisfactory should be adequate for stated elements
4 - Very Good	Above average compliance to the requirement
5 - Excellent	Meets and exceeds the functionality requirements

KPA	ELEMENT	WEIGHT	SCORING MATRIX
Experience of the firm/company in Project Managing the development and implementation of an Enterprise Resource Planning system: (The bidder must submit the company profile detailing relevant experience of the firm in managing the development & Implementation of the ERP system, also include the organisational structure of the firm).	Proven experience and expertise in managing the development and implementation of an Enterprise Resource System.	25	The Scoring will be on a sliding Scale between 1-5 (See above definition guidelines).
Methodology: (The bidder must include a detailed methodology demonstrating the plan to deliver on the task or assignment including timelines, team line to their task/ role, support required from the commission as well as reporting requirements reflecting the objective deliverables measurable, payment Milestone linked to deliverables, etc)	The Methodology must be detailed and demonstrate understanding of the task including a plan to execute the assignment.	25	The Scoring will be on a sliding Scale between 1-5 (See above definition guidelines).
ISO Certification	The organization has met the requirements designated under ISO 9001 Proof of certificate	5	The Scoring will be on a sliding Scale between 1-5 (See above definition guidelines).
Experience of the Project management team to manage the implementation of an Enterprise Resource Planning system:	- Proven 3 – 7 years of work experience in Project Management. (Provide CVs of the team to Project Manage the development and	25	The Scoring will be on a sliding Scale between 1-5

(The bidder must attach the short resume of the project team, their certified qualifications as well as relevant industry certification if applicable)	implementation of the ERP system) - Provide Prince2 certificate and IT qualification or other related IT Project management certificates for individuals with 3 – 7 years' experience to Project Manage the development and implementation of an ERP system.		(See above definition guidelines).
Reference: (The Bidder must submit Contactable Reference letters indicating the successful Project Completion, value of the contract, Period of the project as well as Contact Person for Reference with Contact Numbers such as telephone and email address, letter must be relevant to the service required or similar)	The reference letters must be relevant to the service required or Similar, Purchase Orders and appointment letters does not serve as references, only letters from the current and past clients will be acceptable and letters must be for the past 5 years. - 3 reference letters with all information required 5 points will be allocated. - 2 reference letters with all information required 4 points will be allocated. - 1 reference letter with all information required 3 points will be allocated. - 3 letters missing on of the requirements 2 points will be allocated. - If the bidder submits reference letters that do not meet all requirements zero (0) points will be allocated.	10	The Scoring will be on a sliding Scale between 1-5 (See above definition guidelines).
Presentation: (The Bidder must demonstrate knowledge and experience relating to the management and implementation of the PMO office or similar as well as demonstrate the qualification of the team proposed for the commission, emphasis on the methodology proposed in the presentation.)	PowerPoint presentation will be done by the shortlisted bidders. The following must be taken into account and covered in the presentation: - The proposed methodology and demonstrate experience on past project or similar work successfully done. - The qualifications or Project Management methodology and how are they going to add value to this project. - The experience of the Project manager/s and team.	10	The Scoring will be on a sliding Scale between 1-5 (See above definition guidelines).

TOTAL WEIGHTING	100 POINTS
TECHNICAL THRESHOLD: NB: Bidders will be evaluated out of 90 points and are required to achieve minimum threshold of 75 points of 90 points to proceed to the next stage of evaluation, which is the presentation stage. PRESENTATION THRESHOLD: NB: Bidders will be evaluated out of 10 points and are required to achieve minimum threshold of 5 points out of 10 points. The overall combined score must be equal or above 80 points in order to proceed to the last stage for Price and BBBEE evaluations.	

80/20 PRICE AND PREFERENCE POINTS SYSTEM OF EVALUATION	The evaluation of Price and Preference shall be conducted using the 80/20 preference point system. The 80/90 shall be the maximum number of points that can be scored for price and 20/10 shall be the maximum number of points to be allocated for preference.													
	The 80/20 preference point system shall be used where the estimated contract value is greater than R30 000 and not expected to exceed R 50 million including all applicable taxes.													
	The award shall be made to a Bidder that scores the highest overall points for both price and preference.													
	For contracts with a Rand value equal to or below a prescribed amount a maximum of 20 points may be allocated for specific goals as contemplated provided that the lowest acceptable tender scores 80 points for price.													
	The specific goals may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination based on race, gender or disability and or implementing the programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.													
	Preference points for this RFP shall be awarded as below:													
	<table><tr><th>Criteria</th><th>Sub-criteria</th><th>Points</th></tr><tr><td>Price</td><td>Detailed budget breakdown</td><td>80</td></tr><tr><td>BBBEE Status Level Verification certificate from accredited verification agencies</td><td>BBBEE Level Contributor</td><td>20</td></tr><tr><td colspan="2">Total Points</td><td>100</td></tr></table>			Criteria	Sub-criteria	Points	Price	Detailed budget breakdown	80	BBBEE Status Level Verification certificate from accredited verification agencies	BBBEE Level Contributor	20	Total Points	
Criteria	Sub-criteria	Points												
Price	Detailed budget breakdown	80												
BBBEE Status Level Verification certificate from accredited verification agencies	BBBEE Level Contributor	20												
Total Points		100												
The 80/20 preference point system will be applied. Points for price and B-BBEE status level certificate will be awarded in accordance with the stipulations in the Preference Point Claim Form in terms of the Supply Chain Management Policy.														

APPLICATION OF PREFERENCE POINT SYSTEM AS INDICATED IN THE CCSA-SCM PREFERENTIAL PROCUREMENT POLICY 2022:

- a. The evaluation of Price and Preference shall be conducted using either the 80/20 or 90/10 preference point system. The 80/90 shall be the maximum number of points that can be scored for price and 20/10 shall be the maximum number of points to be allocated for preference.
- b. The 80/20 preference point system shall be used where the estimated contract value is greater than R30 000 and not expected to exceed R 50 million including all applicable taxes.
- c. Whilst the 90/10 preference point system shall be used where the estimated contract value exceeds R 50 million.
- d. If it is unclear which preference point system will be applicable, CCSA must indicate 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.
- e. The award shall be made to a Bidder that scores the highest overall points for both price and preference unless objective criteria apply. The objective criteria to be used to determine whether or not to award a contract to the highest scoring bidder, must be stipulated upfront on the bid documents.

REMEDIES REGARDING MISREPRESENTATION AND FALSE INFORMATION

- a. If a tenderer submits false information, CCSA must take the following measures against the tenderer:
 - i. Disqualify the tenderer or terminate the contract in whole or in part; and
 - ii. If applicable, claim damages from the tenderer.
- b. CCSA may also proceed to restrict the tenderer from doing business with any organ of state for a period as determined by law.

PREFERENCE POINT SCORING

The preference points shall be allocated as follows:

- a. Points to be awarded for price:
 - i. A maximum of 80 or 90 points will be allocated for price as provided for in par 7 a above as follows:

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 \\
 P_s = 80 \left[1 - \frac{P_t - P(\min)}{P(\min)} \right] & \text{or} & P_s = 90 \left[1 - \frac{P_t - P(\min)}{P(\min)} \right]
 \end{array}$$

Where:

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid.

The points for B-BBEE Contributor Status will be awarded as follows:

Maximum of 10/20 points for BEE

B-BBEE Status	Number of Points	
	(90/10) System	(80/20) System
Level 1	5	10
Level 2	4	9
Level 3	3	8
Level 4	2	6
Level 5	1	4
Level 6	1	3
Level 7	1	2
Level 8	1	1
Non Compliant	0	0
Further recognition criteria for EME/QSE and/or Women and/or Youth and/or Rural Enterprise status – to be determined by the specification adjudication authority	5	10

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COMPETITION COMMISSION

BID NUMBER:	RFB16/2022-2023	CLOSING DATE:	24 February 2023	CLOSING TIME:	11:00am
DESCRIPTION	Appointment of a Professional Service Provider to assist the Competition Commission with the establishment of the Project Management Office for 12 months				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID
BOX SITUATED AT (STREET ADDRESS)

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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		☐	A REGISTERED AUDITOR		
		☐	NAME:		

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes	☐ No	ARE YOU FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes	☐ No
	YES ENCLOSURE []			YES ANSWER PART [] BELOW	
SIGNATURE OF BIDDER			DATE		

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid, e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Competition Commission SA		
CONTACT PERSON	SCM	CONTACT PERSON	SCM
TELEPHONE NUMBER	-	TELEPHONE NUMBER	-
FACSIMILE NUMBER	-	FACSIMILE NUMBER	-
E-MAIL ADDRESS	tenders@compcom.co.za *Only written enquiries will be responded to		

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 ONLINE 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

ALL QUERIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO SUPPLY CHAIN MANAGEMENT OF THE COMMISSION AT tenders@compcom.co.za .*only written enquiries will be attended to*

SBD 3.3

PRICING SCHEDULE PROFESSIONAL SERVICES

Name of bidder: _____

Bid Description: _____ Bid No: _____

Closing Date: _____ Closing Time: _____

THIS BID IS VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

DESCRIPTION: Appointment of a Professional Service Provider to assist the Competition Commission with the establishment of the Project Management Office for 12 months. BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX

NO	RESOURCE	RATE (VAT INCLUDED)
1	Project Manager	
2	Business Analyst	
3	Project Administrator	

Any enquiries regarding bidding procedures may be directed to the –

tenders@compcom.co.za

Only written enquiries will be attended to

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

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

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(Delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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,

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

Notes	The purpose of this document is to draw special attention to certain general conditions applicable to government bids, contracts and orders; and 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.
General Conditions of Contract Definitions	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 anything 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 PPassword2023 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.
Application	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. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
General	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. 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 .
Standards	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
Use of contract documents and information; inspection	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract. Any document, other than the contract itself mentioned in GCC clause 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. 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.
Patent rights	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.
Performance security	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. 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. 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 either 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 a cashier's or certified cheque. 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.
Inspections, tests and analyses	All pre-bidding testing will be for the account of the bidder. 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. 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. If the inspections, tests and analyses 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. Where the supplies or services 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. Supplies and services which do not comply with the contract requirements may be rejected. 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. The provisions 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 clauses of GCC.
Packing	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. 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.
Delivery and Documents	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. Documents to be submitted by the supplier are specified in SCC.
Insurance	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.
Transportation	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
Incidental services	The supplier may be required to provide any or all of the services, including additional services, if any, specified in SCC, including 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. 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.
Spare parts	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

Warranty	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. 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. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 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. 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.
Payment	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 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. 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. Payment will be made in Rand unless otherwise stipulated in SCC.
Prices	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.
Contract Amendments	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
Assignment	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.
Subcontracts	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.
Delays in the supplier's performance	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 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. 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. 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. Except as provided, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, unless an extension of time is agreed upon pursuant to GCC without the application of penalties. 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
Penalties	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.
Termination for default	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser (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. 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. 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. 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. 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. 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. 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.
Anti-dumping and countervailing duties and rights	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 favorable 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.
Force Majeure	Notwithstanding the provisions of GCC Clauses, 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. 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.
Termination for insolvency	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
Settlement of Disputes	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. 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. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 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.
Limitation of liability	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
Governing Language	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

Applicable law	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
Notices	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.
Taxes and duties	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
National Industrial Participation (NIP) Programme	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
Prohibition of Restrictive practices	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). 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. 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.