

TERMS OF REFERENCE

Support and Enhancements for the merSETA National Skills Development Management System (NSDMS) for Three (3) years

ICT/2023/001

**Compulsory Virtual Briefing Session: 12 May 2023
11:00am - 12:00 noon**

Failure to attend the compulsory briefing session will result in disqualification of the bid.

Closing date: 26 May 2023, 12:00 noon

Validity Period: 120 days

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1 BACKGROUND

The Manufacturing, Engineering and Related Services Sector Education and Training Authority (merSETA) was established in 2000 to promote skills development in terms of the Skills Development Act (Act No. 97 of 1998 as amended). The merSETA facilitates skills development in the manufacturing, engineering, and related services that encompass the following sectors: Automotive, Metal, Motor, Tyre, Plastics, and Automotive Components Manufacturing.

The National Skills Development Management System (NSDMS) is a merSETA system that was developed to address the need for merSETA to have an integrated system that addresses business needs and the reporting requirements that the merSETA should fulfil. The system replaced the former Seta Management System. The NSDMS was designed to address the challenges some challenges that the SETA was facing in meeting the growing need to meet the ever changing SETA landscape and compliance framework. There was also a need for a technology refresh to ensure that merSETA meets industry trends. The implementation project for the NSDMS has been completed and there is now a need for a bidder to maintain the system to ensure that the changing needs of the business are met. The bidder will be working with the Management Information Systems (MIS) team to support the stakeholders and identify and address any new requirements. The bidder will, therefore, be required to:

1.1 Address challenges experienced relating to the system including (but not limited to):

1.1.1 the need of the system to respond to changing business needs such as those resulting from new legislation

1.1.2 capacity to maintain the system notwithstanding the intention to build internal capacity by up skilling internal staff.

1.2 Have experience in building systems in Java and working with tomcat server, MySQL databases and Linux operating systems.

2 OBJECTIVE

The MerSETA requires services of a bidder who will provide the support and systems enhancements for the National Skills Development Management System (NSDMS).

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2.1 CURRENT CHALLENGES

The merSETA faces the following challenges in relation to the system:

- 2.1.1 The ability to be agile and scalable in responding to business needs
- 2.1.2 Insufficient skills and experience to support the systems and accordingly a need to increase capacity to maintain, support and enhance the system.
- 2.1.3 Constant changes resulting from the changes in the SETA landscape and regulations.
- 2.1.4 Poor quality data migrated from legacy systems.

3 PROJECT/CONTRACT PERIOD

The contract will be for three (3) years commencing from the date of the last signature.

4 SCOPE OF PROJECT

The bidder will be involved in the ongoing support of the NSDMS by attending to technical support requirements for the system. The support will include maintenance, enhancements, and programming new functionality of the system by addressing system deficiencies, system bugs, and improvements.

The bidder will also be involved in identifying, documenting, programming, deployment and support of any new business needs that will arise to respond to the changes in business that includes but is not limited to changes in regulations.

The system is built and runs on the following platforms:

- 4.1 JAVA
- 4.2 Tomcat Application Server
- 4.3 MySQL Database
- 4.4 Linux Operating System (Ubuntu Server 18.04 LTS)
- 4.5 Jasper Reporting

5 OUTCOMES AND DELIVERABLES

- 5.1 The support provided of the system will focus on the following aspects to achieving the Outcomes and Deliverables:

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5.1.1 BUSINESS

The bidder will be expected to:

- a) Evaluate the system in terms of the requirements for each department, how the system applies to the departments, determine the status of the system and whether the system meets the needs of the departments and the SETA's requirements, and enhance the system code to perform the functions required to meet business objectives. These will include requirements from both internal merSETA business units and external stakeholders. The merSETA offices are located at the head office in Johannesburg and regional offices (Emalahleni, Gauteng North (Hatfield), Bloemfontein, Cape Town, Durban, Gqeberha). merSETA also has external stakeholders that include, but not limited to, Employers, Skills Development Providers, Assessors, Moderators, and Trade Test Centres. The bidder must prove capacity to have the resources with the required qualifications and certification to evaluate business requirements from the stakeholder perspective and to align it to technical specifications.
- b) Resolving system issues that are preventing the business from fulfilling their objectives and make recommendations that must include amending functionalities. The merSETA has documented business functional requirements documentation that will inform the proposed enhancements to be implemented.

5.1.2 TECHNICAL

- a) Ensure that the system is kept up to date with industry benchmarks and trends.
- b) Ensuring efficient integration of the system to other systems. The systems that have an integration include, but not limited to: Microsoft Great Plains, National Learners' Records Database (NLRD), Quality Council for Trades and Occupations (QCTO), Sector Education and Training Management Information System (SETMIS), National Artisan Moderation Body (NAMB).

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5.1.3 GOVERNANCE AND MANAGEMENT

- a) Providing weekly system monitoring reports. These include, but not limited to, system performance logs, support issues status report, and system downtimes.
- b) Implement changes according to an agreed Implementation Plan. The bidder will be expected to provide a detailed implementation methodology to be used with key milestones and timelines.

5.2 SYSTEM SUPPORT

- 5.2.1 Provide a helpdesk facility with an email address and dedicated telephone number.
- 5.2.2 Receiving of system-related incidents.
- 5.2.3 Logging and providing a reference number for each request.
- 5.2.4 Investigating faults and recommending and performing fixes.
- 5.2.5 Documenting and communicating resolution actions.
- 5.2.6 Enhancement of the Reporting functionality as required.
- 5.2.7 Performing periodic system tests.
- 5.2.8 Providing weekly support dashboard.
- 5.2.9 Presenting Code for review.
- 5.2.10 Recommending system performance improvement strategies.
- 5.2.11 Penalty charges shall apply for failure to comply with Service Levels 98% of the time
- 5.2.12 Providing the Service Levels as follows:

Severity Level	Description	Target Response	Feedback Interval	Resolution Time
1. Outage	Services are down	5 Minutes	30 Minutes	1 Hour
2. Critical	Services severity impacted	15 minutes	1 Hour	4 Hours
3. Urgent	End-user impact initiated	60 minutes	4 Hours	24 Hours
4. Important	Can impact services if not addressed	60 minutes	1 Day	7 Calendar Days
5. Monitor	Can have impact in the future	24 hours	1 Week	30 Calendar Days
6. Informational	Inquiry for information	24 hours	N/A	N/A

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5.3 SYSTEM ENHANCEMENTS

- 5.3.1 Receiving new system change requests. These changes may emanate from changing business needs, new regulations and new policies.
- 5.3.2 Implement the system according to the recommended Project Management Methodology. An agile methodology will be used to deliver quick deployments to production. The bidder must specify the methodology they are going to use and provide a detailed implementation plan.
- 5.3.3 Perform Unit tests, Integration tests, Performance tests, and Security checks.
- 5.3.4 Deployment of changes to production in conjunction with the MIS Unit.

5.4 SYSTEM SOFTWARE MAINTENANCE

Maintenance of Application Server, Operating System and Database Management System addressing the following:

- 5.4.1 Perform version upgrades on the hosting platform per minimum requirements;
- 5.4.2 Patch installations;
- 5.4.3 Remediation of Vulnerabilities
- 5.4.4 Capacity Management;

5.5 MONTHLY REPORTING

Monthly reporting for monitoring purposes covering active issue and performance against an agreed SLA. This must be presented at monthly meeting with the merSETA. Monthly invoices must be accompanied by the monthly reports. The types of reports required are:

- a) Performance against the agreed SLA
- b) System Performance
- c) Exception reporting
- d) System Monitoring
- e) User Management
- f) Any other reports as will be determined

N.B. Bidders are required to complete the **Annexure A** to comply with understanding and compliance with deliverables, **failure to complete Annexure A will result in immediate disqualification of the bid**

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Annexure A – Compliance with requirements

5.5.1 Requirement	5.5.2 Comply (Yes/No)
5.1.1 BUSINESS	
5.1.2 TECHNICAL	
5.1.3 GOVERNANCE AND MANAGEMENT	
5.2 SYSTEM SUPPORT	
5.3 SYSTEM ENHANCEMENTS	
5.4 SYSTEM SOFTWARE MAINTENANCE	
5.5 MONTHLY REPORTING	

6 REQUIREMENTS

- 6.1 Bidders must have a minimum of three (3) years' experience in implementing software applications and providing support services of similar nature. The company should have been in operation for five (5) years and must show evidence of having carried out similar projects by providing three (3) reference letters for the company.

N.B. Bidders are required to complete the attached Reference Letter (Details of Previous Similar Work Experience) template. The template must be completed by contactable referees. merSETA will not consider the Reference Letter annexure if incomplete and failure to complete the annexure will result in the bid being disqualified.

- 6.2 Bidders must provide the methodology that will be applied in the implementation of the project. An agile methodology must be used. The bidder must give details of the methodology including an implementation plan.
- 6.3 Bidders must provide a list of at least two (2) similar projects they carried out, active or completed. The information must include project description, client contact name, telephone numbers, the period of contracts and value thereof.
- 6.4 Bidders must provide an organogram of qualified team members who will be involved in this project. Core team members must have relevant qualification and experience of five (5) years or more in implementing projects of this nature. The bidder is to attach **Curriculum Vitaes and Qualifications** of team members as proof thereof. The team must include the following compulsory roles:

- Lead Director,

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- Development Team Lead developer (s):

6.4.1 The proposed Lead Director of the prospective service provider that will be responsible for the oversight of the delivery of service or product must hold:

- An NQF 7 or higher qualification in a computing related field of study.
- The director must be listed in the company registration document as a director.
- Non-compliance with this requirement will lead to a disqualification.

6.4.2 Proposed Lead developer must hold:

- An NQF 7 or higher qualification in a computing related field of study.
- Non-compliance with this requirement will lead to a disqualification.

6.5 Qualifying bidders will be required to demonstrate their capabilities in the following areas Requirement Documentation, Software Design, Data Modelling, Programming Practices, Testing and Data Migration.

7 CONTENT OF SUBMISSIONS – VERY IMPORTANT

7.1 Provide a proposal as per the scope of work above;

7.2 Provide detailed pricing (vat inclusive) (refer to SBD 3.3. attached). **Failure to comply with submission disqualifies the submission;**

7.3 Provide a high level project plan clearly indicating milestones and project duration (where applicable);

7.4 Methodology (where applicable)

7.5 Three (3) written, signed, and verifiable letters of reference where work of a similar nature was undertaken;

7.6 Proof of registration on the Central Supplier Database hosted by National Treasury;

7.7 Fully completed and signed SDB 1, 3.3, 4, 6.1, and 7.2 forms. (Bidders must complete specific goals on SBD 6.1; failure to complete will result in zero points score).

7.8 Bidders to indicate if there will be any subcontracting and also indicate the percentage (%).

NB: In instances of a joint venture / consortium, the Joint Venture Certificate must be included. However, for a subcontractor the B-BBEE certificate of both the contractor and subcontractor must be submitted.

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8 SCORING GRID (TO BE LINKED WITH EVALUATION PROCESS UNDER 12)

8.1 SUBMISSION SCORING

No	Requirement	Criteria	Score (Points)
8.1.1	Bidders must have Five (5) years' experience in developing software and providing support services of similar magnitude. N.B. Bidders are required to complete the attached Reference Letter (Details of Previous Similar Work Experience) template. The template must be completed by contactable referees. merSETA will not consider the reference letter annexure if incomplete.	Five (5) years' experience or above	10
		Less than Five (5) years up to Three (3) years' experience	5
		Less than three (3) years' experience	0
8.1.2	Bidders must provide an agile methodology that will be applied and the detailed implementation plan in the implementation of the project. The plan should clearly show the stages of iterations clearly indicating timeframes per deliverable(s) per sprint	Methodology and Plan	10
		Methodology only	5
		No Methodology and plan	0
8.1.3	Bidders must provide a list of at least two (2) similar projects they carried out, active or completed. The information must include project description, client contact name, telephone numbers, period of contracts and value thereof.	List of three (3) similar projects carried out, active or completed.	10
		List of two (2) similar projects carried out, active or completed.	5
		Less than two (2) carried out, active or completed.	0
8.1.4	Organogram with Team members. Team members must have experience of five (5) years or more in implementing project(s) of this nature. CV's and certified copies of	Team members include: Lead Director Computing Related Qualification at NQF Level 7 or higher and	More than 8 years
			5 – 8 Years

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No	Requirement	Criteria		Score (Points)
	qualification/s of team members must be attached as proof thereof. The team members must include: Lead Director with Computing Related Qualification at NQF Level 7 or higher NB Failure to provide for these compulsory team members will result in automatic disqualification.	Five (5) years' experience.	Less than 5 years	0
8.1.5	Organogram with Team members. Team members must have experience of five (5) years or more in implementing project(s) of this nature. CV's and certified copies of qualification/s of team members must be attached as proof thereof. The team members must include: Lead Developer with Computing Related Qualification at NQF Level 7 or higher NB Failure to provide for these compulsory team members will result in automatic disqualification.	Team members have specified: Lead Developer(s) Computing Related Qualification at NQF Level 7 or higher and five (5) Years' Experience	More than 8 years	10
			5 – 8 Years	5
			Less than 5 years	0

8.2 PRESENTATION SCORING

No	Requirement	Criteria	Score (Points)
8.2.1	Requirement Documentation	Satisfactory	10
		Unsatisfactory	0
8.2.2	Software Design	Satisfactory	10
		Unsatisfactory	0
8.2.3	Data Model	Satisfactory	10
		Unsatisfactory	0
8.2.4	Programming Practices	Satisfactory	10
		Unsatisfactory	0

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No	Requirement	Criteria	Score (Points)
8.2.5	Testing	Satisfactory	10
		Unsatisfactory	0
8.2.6	Data Migration	Satisfactory	10
		Unsatisfactory	0

9 BUDGET (COST ESTIMATION)

The 80/20 evaluation criteria will be utilized.

10 CLOSING DATE

The closing date for submissions to be considered for this project shall be **26 May 2023 at 12:00 noon**.

11 PAYMENT TERMS

The merSETA undertakes to pay valid invoices in full within Thirty (30) days from receipt of the correct invoice and for work done to its satisfaction upon presentation of a substantiated claim. The merSETA shall not pay for any unproductive or duplicated time spent by the bidder on any assignment because of staff changes, inefficiencies, or rework.

12 EVALUATION PROCESS.

All bids duly lodged will be evaluated on functionality and price.

The evaluation of this bid will be conducted in two stages namely;

- Submission
- Presentation

The evaluation criteria and weighting for measuring functionality are shown below:

12.1 SUBMISSION

No	Criterion	Weighting	Minimum thresholds
1.	Bidders must have five (5) years' experience in implementing and providing support services of similar nature.	20%	10%
2	Bidders must provide the methodology that will be applied in the implementation of the project.	10%	5%

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No	Criterion	Weighting	Minimum thresholds
3	Bidders must provide a list of at least two (2) similar projects they carried out and completed. The information must include client contact name, telephone numbers, the period of contracts and values thereof (as per the attached Annexure C)	30%	15%
4	Lead Director with Computing Related Qualification at NQF Level 7 or higher and Experience of five (5) years or more in implementing project(s) of this nature. CV's and certified copies of qualification/s of team members must be attached as proof thereof. (as per the attached Annexure E)	20%	10%
5	Lead Developer(s) with Computing Related Qualification at NQF Level 7 or higher and Experience of five (5) years or more in implementing project(s) of this nature. CV's and certified copies of qualification/s of team members must be attached as proof thereof. (as per the attached Annexure E)	20%	10%
		100%	50%

The overall minimum threshold for functionality will be **50%** where all individual criterion are adhered to. Bidders exceeding the threshold shall be proceed to the second phase of a presentation.

12.2 PRESENTATION

No	Criterion	Weighting	Minimum thresholds
1.	Requirement Documentation	10%	10%
2	Software Design	10%	10%
3	Data Modelling	20%	20%
4	Programming Practices	10%	10%
5	Testing	20%	20%
6	Data Migration	30%	30%
		100%	100%

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12.3 EVALUATION PROCESS

The evaluation of submitted bids will be conducted as follows:

Firstly, the bids will be evaluated for functionality based on the evaluation criteria and the minimum threshold as shown in the table in 12.1. Any bid that fails to meet the overall minimum threshold or has not received the minimum score for any individual component thresholds will be disqualified.

Secondly, the bids will be evaluated for demonstrated capability based on the evaluation criteria and the minimum threshold as shown in the table in 12.2. Any bid that fails to meet the overall minimum threshold or has not received the minimum score for any individual component thresholds will be disqualified.

Thereafter, only the qualifying bids will be evaluated in terms of the 80/20 preference points system, where 80 points will be allocated to price only and 20 points will be allocated in line with the bidder's B-BBEE status level of contribution.

This will be carried out in accordance with the PPPF Act and as follows;

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Tenderer who has 51% to 100% black people ownership	6	
Tenderer who has 30% to 100% black women ownership	4	
Tenderer who has 30% to 100% black youth ownership	4	
Tenderer who has 30% to 100% White women ownership	2	
Tenderer who has 20% or more owners with disability	4	
Total Points allocated to Specific Goals	20	

13 NOTES TO BIDDERS

This section outlines basic requirements that must be met. Failure to accept these conditions or part thereof will result in your proposal being excluded from the evaluation process.

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- 13.1 Bidders may be invited to present and discuss details of their proposals.
- 13.2 Bidders must complete the merSETA bid documents; vendor application forms, SBD 1; 3.3, 4, 6.1 and 7.2 before their tenders are considered.
- 13.3 Bidders are required to attend a compulsory briefing session that will take place virtually on the 12 May 2023 from 11:00am to 12:00 noon via Microsoft teams using link or QR code below:

<https://bit.ly/40NHVHZ>



- 13.4 Bid documents must be dropped in the merSETA tender box, marked “Tender - Support and Enhancements for the merSETA National Skills Development Management System (NSDMS) for three years - **ICT/2023/001**”.
- 13.5 The merSETA will not be liable to reimburse any costs incurred by the bidder during the tender process and submitted documents will not be returned to bidders.
- 13.6 Bidders should identify any work they are currently carrying out or competing for which could cause a conflict of interest and indicate how such a conflict would be avoided.
- 13.7 Bidders need to specify the retainer pricing and the hourly rate for any additional work not covered by the retainer costing.
- 13.8 The NSDMS is fully owned by the merSETA

14 GENERAL

- 14.1. Bidders must deposit their documents into the tender box available on the Ground Floor reception at or before 26 May 2023, 12H00 noon at the address below;
- 8 Hillside Road,
Metropolitan Park Block C,
Parktown,
Johannesburg,
2193
- 14.2. Any tender document not deposited in the marked tender box will not be considered
- 14.3. Any tender document received after the closing date and time will not be considered.
- 14.4. Two (2) bound and one (1) unbound hard copies of the proposal must be submitted.
- 14.5. All correspondence to bidders will be in writing.

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14.6. Bidders may attend the opening of the tender box on the closing date.

15 DISCLAIMER

The merSETA reserves the right not to appoint a service provider for this tender, merSETA further reserves the right to split the tender with more than one service provider or award a portion of this tender to other service providers.

The merSETA does not bind itself to accept the lowest tender.

Approved by: _____

Name: Mr Naphtaly Mokgotsane

Contact Person: Deslynn Lucas

Email queries to: tenders@merseta.org.za

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16 ANNEXURE A – COMPLIANCE WITH REQUIREMENTS

Requirement	Comply (Yes/No)
5.1.1 BUSINESS	
5.1.2 TECHNICAL	
5.1.3 GOVERNANCE AND MANAGEMENT	
5.2 SYSTEM SUPPORT	
5.3 SYSTEM ENHANCEMENTS	
5.4 SYSTEM SOFTWARE MAINTENANCE	
5.5 MONTHLY REPORTING	

NB: Answering No to any of the above will lead to a disqualification

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17 ANNEXURE B – NON-NEGOTIABLE TERMS AND CONDITIONS TO BE INCLUDED IN THE SERVICE LEVEL AGREEMENT WITH SUCCESSFUL BIDDER

Terms and Condition – Clause title	Yes/No
Intellectual Property – Any intellectual property development or right thereto achieved under this agreement will be automatically vest with the merSETA ownership of IP and artifacts developed during the engagement shall remain with merSETA	
Warranties – the bidder will provide the relevant warranties relating to their workmanship, capacity, competency together with any other warranty applicable to software and system development.	
Arbitration procedure and dispute resolution processes – merSETA subscribes to the Arbitration Foundation of South Africa as its dispute resolution mechanism	
Security – The bidder must ensure and will be responsible for the security of the application system and are responsible for and must take appropriate measures to protect the integrity and provide authorised access to the system and data.	
Confidentiality and Privacy – The bidder shall maintain the privacy of personally identifiable data and business confidential information of the merSETA and its stakeholders in line with the POPI act and the signed contractual agreement.	
merSETA requirement in respect of applicable methodologies – The bidder agrees to apply the methodology of merSETA's choice in	
merSETA payment – Invoices shall be issued upon acceptance of deliverables by the merSETA. Payments for accepted deliverables shall be made within thirty (30) days of receipts of an approved invoice.	
Human resources allocated to project – The bidder shall maintain the same skill level and quantity of human resources as initially proposed. The bidder will be expected to seek consent from the merSETA in the event of a changes to the human resources allocated to this project.	
Compliance with the merSETA policies – The bidder shall comply with applicable merSETA policies during the engagement.	
Performance Reviews – The bidder must agree to monthly performance reviews to be completed by the merSETA. The result of the reviews shall influence the merSETA's assessment of the bidder's performance under this agreement and will impact the ability of the bidder to enter into further service provision agreements with merSETA	
Non-disclosure agreement – The bidder will be required to sign a non-disclosure agreement	

NB: Answering No to any of the above will lead to a disqualification

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18 ANNEXURE C – BIDDER EXPERIENCE

Client Name	Contact Person name	telephone numbers	period of contracts	Value (R)

NB: Failure to complete the above will lead to a disqualification

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19 ANNEXURE D – PRICING TABLE - ALL PRICES MUST INCLUDE VAT.

Item	Setup Fees	Year 1	Year 2	Year 3	Total Fixed Cost for 3 Years
Total annual Support (Monthly support * 12)					<u>A</u>
Hourly Rates for enhancement.					
Annual Estimate Cost of 2000 Hours of enhancement *					<u>B</u>
Total (A + B)					

*** These hours shall be used as and when enhancements are required.**

NB: Failure to complete the above will lead to a disqualification

Document Title	Terms of Reference for Open Tenders		
Document Number	FIN-TR-001(B)	Date Compiled:	07 February 2011
Page Number	Page 20 of 21	*Last Revision Date	30 November 2017
Revision Number	Rev 07	Access	Controlled
Review: CFO		Approved: CEO	

20 ANNEXURE E – PROJECT RESOURCES

Person Full name	Highest Relevant Qualification. Copy of qualification(s) to be included as part of submission	Number of Relevant Years of Experience	Project Role
			Lead Director
			Lead Developer

*** Please list all resources assigned to the project.**

NB: Failure to complete the above will lead to a disqualification

Document Title	Terms of Reference for Open Tenders		
Document Number	FIN-TR-001(B)	Date Compiled:	07 February 2011
Page Number	Page 21 of 21	*Last Revision Date	30 November 2017
Revision Number	Rev 07	Access	Controlled
Review: CFO		Approved: CEO	

**PART A
INVITATION TO BID**

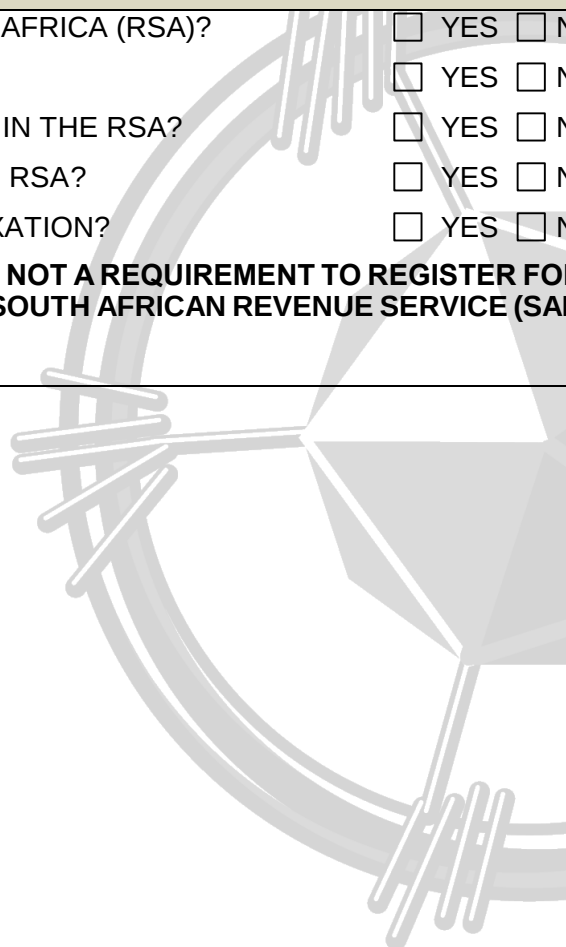
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL 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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[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]					

Document Title	Invitation To Bid (SBD 1)		
Document Number	FIN-FM-031	Revision Date	31 May 2018
Page Number	Page 1 of 3	*Next Revision Date	31 May 2020
Revision Number	Rev 01	Access	Controlled
Review: Senior Manager: Supply Chain & Contracts Management		Approved: CEO	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ 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.	



Document Title	Invitation To Bid (SBD 1)		
Document Number	FIN-FM-031	Revision Date	31 May 2018
Page Number	Page 2 of 3	*Next Revision Date	31 May 2020
Revision Number	Rev 01	Access	Controlled

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, 2017, 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 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:

Document Title	Invitation To Bid (SBD 1)		
Document Number	FIN-FM-031	Revision Date	31 May 2018
Page Number	Page 3 of 3	*Next Revision Date	31 May 2020
Revision Number	Rev 01	Access	Controlled

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO:

CLOSING TIME..... CLOSING DATE.....

OFFER TO BE VALID FOR 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. R.....		
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	days
	.....	R.....	days
	.....	R.....	days
	.....	R.....	days

Document Title	Pricing Schedule (Professional Services SBD 3.3)		
Document Number	FIN-FM-032	Date Compiled	09 February 2012
Page Number	Page 1 of 3	*Last Revision Date	
Revision Number	Rev 00	Access	Controlled
Review: CFO		Approved: CEO	

Name of Bidder:

- 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.....
.....			R.....
.....			R.....
TOTAL: R.....			

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund 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.....
-

Document Title	Pricing Schedule (Professional Services SBD 3.3)		
Document Number	FIN-FM-032	Date Compiled	09 February 2012
Page Number	Page 2 of 3	*Last Revision Date	
Revision Number	Rev 00	Access	Controlled

Name of Bidder:

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON):

Tel:



Document Title	Pricing Schedule (Professional Services SBD 3.3)		
Document Number	FIN-FM-032	Date Compiled	09 February 2012
Page Number	Page 3 of 3	*Last Revision Date	
Revision Number	Rev 00	Access	Controlled

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

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:

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

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Tenderer who has 51% to 100% black people ownership	6	
Tenderer who has 30% to 100% black women ownership	4	
Tenderer who has 30% to 100% black youth ownership	4	
Tenderer who has 30% to 100% White women ownership	2	
Tenderer who has 20% or more owners with disability	4	
Total Points allocated to Specific Goals	20	

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:	.....
	
	
	

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

Document Title	Contract Form Rendering of Services (SBD 7.2)		
Document Number	FIN-FM-033	Date Compiled	09 February 2012
Page Number	Page 1 of 3	*Last Revision Date	
Revision Number	Rev 00	Access	Controlled
Review: CFO		Approved: CEO	

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the rendering of services
indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

Document Title	Contract Form of Rendering Services (SBD 7.2)		
Document Number	FIN-FM-033	Date Compiled	09 February 2012
Page Number	Page 2 of 3	*Last Revision Date	
Revision Number	Rev 00	Access	Controlled

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

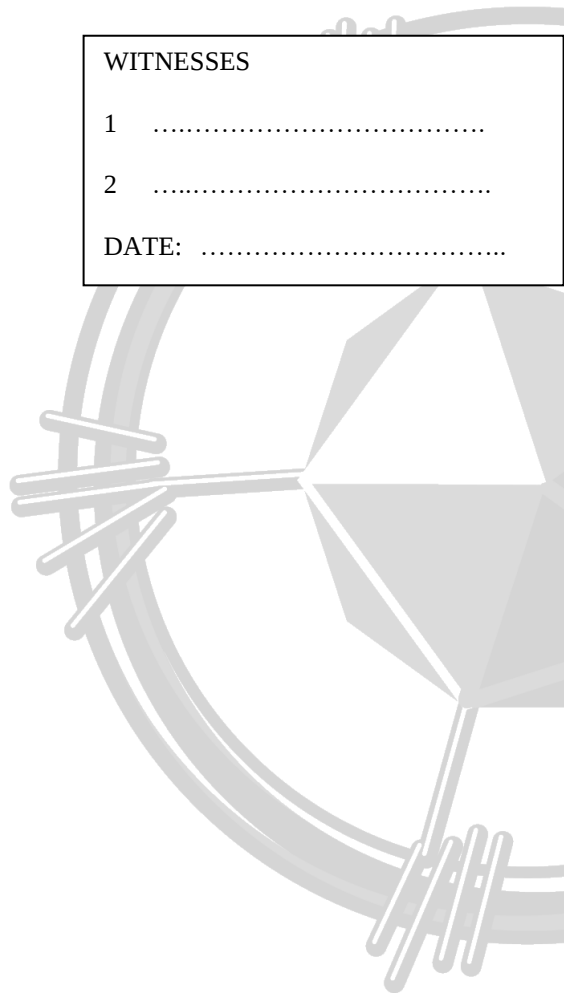


WITNESSES

1

2

DATE:



Document Title	Contract Form of Rendering Services (SBD 7.2)		
Document Number	FIN-FM-033	Date Compiled	09 February 2012
Page Number	Page 3 of 3	*Last Revision Date	
Revision Number	Rev 00	Access	Controlled



VENDOR APPLICATION FORM

**[For professional services please completed this document in conjunction with
merSETA professional services database questionnaire]**

All corporates, trusts; franchises; companies etc must complete PART 1; PART 2 - Section B;
PART 3 & PART 4

All Individuals and partnership must complete PART 1; PART 2 - Section A; PART 3 & PART 4

PART 1:

Title (Prof. / Dr / Mr / Mrs / Ms/) and Surname : _____
(*If one-man concern*)

'Trading as' name of business: _____
(*Contracts and orders will be made in this name and invoices must reflect it*)

Registered name of business: _____

Physical address of business:

Building / complex name: _____

Street name and number : _____

Suburb : _____ City : _____

Code: _____

Postal address of business:

Postnet address: _____

P O Box / Private Bag : _____ City/Town: _____ Code: _____

Telephone numbers of business: Code: _____ Number: _____

Alternative number of business: Code: _____ Number: _____

Contact person fax number: Code: _____ Number: _____

(*Used by merSETA for electronic faxing of Request for Quotations, Contracts and Purchase orders*)

Business e-mail : _____

Document Title	Vendor Application Form		
Document Number	FIN-FM-009	Date Compiled	01 September 2008
Page Number	Page 1 of 6	*Last Revision Date	19 August 2011
Revision Number	Rev 05	Access	Controlled
Review: CFO		Approved: CEO	

PART 2: TAXATION

Business Registration number (if applicable) _____
(in case of one-man concern, please furnish identity number plus copy of identity documents)

Section A: Individuals / Partnerships

Please answer the questions by marking the appropriate column with an "X".
Please do not leave out any question relating to your specific circumstances.

Supplier Name:	
Natural Persons:	
Nationality:	
Income Tax reference number:	
Date of birth:	
If not a citizen of the RSA, furnish a certified copy of a work permit:	
If in possession of a tax directive, furnish a certified copy thereof:	

Question	Yes	No
1. Do you supply services on behalf of a Labour Broker?		
2. Are you subject to the control or supervision of Merseta? Including, but not limited to, the following: • The manner of duties performed; • The hours of work; • The quality of work.		
3. Are you paid at regular intervals i.e. daily, weekly, monthly etc? (If the payments are made at regular intervals or by a rate per time period)		
4. Will payment to you include any benefits? Including, but not limited to, the following: • Leave pay; • Medical aid; • Training; • Sick Leave.		
5. Will, or have you be/been in the full time employment of Merseta?		
6. Will you require of Merseta to provide any equipment, tools, materials or office space, in order to fulfil the contract?		
7. Do you supply these, or similar, services only to Merseta and not to any other client or the general public?		
8. Will you be required to work more than 22 hours per week?		
8.1 If "yes", will payment be made on an hourly, daily or weekly basis?		
8.2.1 Will you work solely for Merseta?		
8.2.2 Will you provide a written statement to this effect?		
8.2.3 How much will you be paid per day?		
Non-Residents of the RSA		
9. Will you return to your jurisdiction of residence upon the termination of the contract?		
10. Is the contract to exceed a period of three years?		

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Question		Yes	No
11.	Will you be returning to the jurisdiction of residence during the course of the contract? If so, for what periods of time?		
12.	Is your employer resident in the Republic of South Africa or does a permanent establishment or branch represent the employer in the Republic?		
13.	If a permanent establishment or branch represents the employer in the Republic, will your salary be paid from such permanent establishment or branch?		
14.	Will you be required to perform any work outside of the Republic?		
15.	Do you agree to submit copies of your passport should Merseta, so require?		

Section B: Companies, CC's; Trusts etc

Please answer the questions by marking the appropriate column with an "X".
Please do not leave out any question relating to your specific circumstances.

Supplier Name:	
Nature of legal entity:	
Date of incorporation:	

Question		Yes	No
1.	Are you a "Labour Broker" i.e. do you provide payment for supplying Merseta with a person/s? If so, furnish a certified copy of an IRP30, which is valid for the period of the contract		
2.	Is the service to be rendered personally by any person, who is a connected person, in relation to the entity? (For example a shareholder, member or their direct family)		
3.	Do you employ four or more employees on a full time basis throughout the year, excluding connected parties? If so, are these employees engaged in rendering the service to Merseta? (For example secretarial employees would NOT be so engaged)		
4.	Would you be regarded as an employee of Merseta if the service was rendered by the person directly to Merseta, other than on behalf of the contractor?		
5.	Do you, the Company, Close Corporation or Trust receive any form of training supplied or paid for by Merseta? If "yes", please specify the nature and extent of the training:		
6.	Are you, the Company Close Corporation or Trust free to choose which tools or equipment, or staff, or raw materials, or routines, patents and technology to use in performing your main duties?		
7.	In order to perform your main duties, do you, or does such a person, Company, Close Corporation or Trust, use any tools or equipment supplied or paid for by Merseta? If "yes", please state the nature thereof:		
8.	Are you subject to the control or supervision of Merseta, as to the manner in which, or hours during which, the duties are performed or are to be performed in rendering the service?		
9.	Will the amounts paid or payable in respect of the service consist of, or include, earnings of any description, which are payable at regular daily, weekly, monthly, or other intervals?		
10.	Will more than 80% of your income, during the year of assessment, from services rendered, consist of or be likely to consist of amounts received directly or indirectly from any one client , or any associated institution, in relation to the client?		
11.	Does your contract contain any elements of an employment contract? [i.e. Job titles, reporting structure in organisation, fixed working hours, employment benefits, performance bonuses (excluding bonus and penalties for early or late delivery)]		
12.	Does your contract contain any clause that will enable you to receive payment, even if no work was done?		
13.	Have you ever been classified as a Labour Broker or personal services company		

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Question		Yes	No
	(including Close Corporation and Trust) by SARS or any other client?		
14.	If the answer to question 13 was "yes", did anything change that no longer classifies you as a labour broker or personal services company? If "yes", elaborate:		

PART 3: OWNERSHIP

1. Please tick the appropriate block:

- Turnover

Less than or equal to R 25m	
Greater than R 25m	

2. Please indicate the existence and extent of any Internal Black Empowerment Programmes.
Details of such programmes may be annexed.

3. Please complete each of the following tables by stating the number of people in each category:

- Ownership / Control

	African	Asian	Coloured	White
Male				
Female				
TOTAL				
Disabled				

- Management

	African	Asian	Coloured	White
Male				
Female				
TOTAL				
Disabled				

- Total staff profile

	African	Asian	Coloured	White
Male				
Female				
TOTAL				
Disabled				

- Skilled personnel

	African	Asian	Coloured	White
Male				

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Female				
TOTAL				
Disabled				

Previous name(s) of business (if applicable) _____

List of directors / owners / partners: Attach your own list if the space provided is inadequate

1. Name: _____

Position: _____ % Shareholding : _____

Identity Number _____ Nationality _____

2. Name: _____

Position: _____ % Shareholding : _____

Identity Number _____ Nationality _____

3. Name: _____

Position: _____ % Shareholding : _____

Identity Number _____ Nationality _____

4. Name: _____

Position: _____ % Shareholding : _____

Identity Number _____ Nationality _____

Are any of your directors/owners employed by merSETA? Please mention also whether your directors / owners / partners are ex-merSETA staff. Close relatives of your directors / owners with merSETA staff to be declared as well.

PART 4: SUPPLIER PROFILE

List all your products / services your business can supply to merSETA.
Attach separate list if space provided is not enough

Name 3 commercial references/referees of previous projects and provide their name(s) and telephone number(s):

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Does your business operate a Quality Management System covering the product/service applying for? (y/n) _____ Please elaborate:

PART 5:REQUIRED DOCUMENTS

merSETA reserves the right to verify and /or follow-up on any of the claims made or references in this application form. Based on Treasury regulations merSETA will check any claims made in this submission.

This original signed vendor form must be accompanied with certified copies of the following documents below and must be included in your application:

- ✓ Copy of Company Registration Documents (Issued by the Registrar of Companies & Close Corporation)
- ✓ Attach an original cancelled cheque alternatively an original bank statement
- ✓ Current valid TAX clearance certificate
- ✓ Any other registration certificate pertaining to your relevant industry, e.g. ECB (Electrical Contractors Board)
- ✓ Company Organogram, showing your Holding and Subsidiary company(s), as well as operating divisions. Indicate ownership / shareholding that this company holds in any other company/ies.
- ✓ SBD 4
- ✓ SBD 6.1
- ✓ Company letter confirming bank details (must be signed)

Incomplete submissions will not be processed. This includes submission without the supporting documentation as stipulated above, in part 5:

I certify that I have the appropriate authority to furnish the above-mentioned information on behalf of my employer.

Name:	Signature:
Designation:	Date:

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Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
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20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

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 | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

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

8. Inspections, tests and analyses

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.