PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COMMUNITY SCHEMES OMBUD SERVICE					
BID NUMBER:	**CSOS0012-2023**	CLOSING DATE: **18 JANUARY 2024**		CLOSING TIME:	**12H00**
DESCRIPTION	**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION, IMPLEMENTATION AND MAINTENANCE OF A WEB-BASED KNOWLEDGE MANAGEMENT SOLUTION TO ANALYZE, CATALOGUE, AND PUBLISH CSOS ADJUDICATION ORDERS FOR A PERIOD OF THREE (03) YEARS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Building 4 Berkley Office Park, 8 Bauhinia Street, Highveld Techno Park, Centurion 0157					
THERE WILL BE A NON -COMPULSORY VIRTUAL BRIEFING SESSION ON 12 DECEMBER 2023 AT 11AM					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Nduduzo Mthimkhulu**	CONTACT PERSON	**Mlondolozi Vava**
TELEPHONE NUMBER	**(010) 593 0533**	TELEPHONE NUMBER	**(010) 593 0533**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	tenders@csos.org.za	E-MAIL ADDRESS	mlondolozi.vava@csos.org.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE			NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A DETAILED CSD REPORT REFLECTING AT LEAST 51% OR MORE BLACK OWNERSHIP FOR AT LEAST ONE OF THE DESIGNATED GROUPS MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]					

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.

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 2022, 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 SERVICE LEVEL AGREEMENT.

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 THETAXPAYER’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: ……………………………………………

REQUEST FOR PROPOSAL (RFP)

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION, IMPLEMENTATION AND MAINTENANCE OF A WEB-BASED KNOWLEDGE-BASE SYSTEM MANAGEMENT SOLUTION TO ANALYZE, CATALOGUE, AND PUBLISH CSOS ADJUDICATION ORDERS FOR A PERIOD OF THREE (03) YEARS.

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1. TERMS AND CONDITIONS

This Request for Proposal (RFP) has been compiled by the CSOS and is made available to Bidders subject to the following terms and conditions, which Bidders are deemed to acknowledge and accept:

1.1. A Bid submitted in response to this RFP will constitute a binding offer which will remain binding and irrevocable for a period of hundred and twenty (120) days from the date of submission to the CSOS.

1.2. Unless or until a binding contract is concluded between the CSOS and the successful Bidder, the offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder.

1.3. The CSOS reserves the right to amend, modify, withdraw, or terminate this RFP or any of the requirements set out herein at any time (and from time to time), without prior notice and without liability to compensate or reimburse any Bidder or person.

1.4. Should this RFP be amended, the CSOS undertakes to publicize or send each Bidder in writing the amended RFP. No oral amendments by the Bidder or the CSOS shall be considered.

1.5. It is compulsory for a Bidder submitting a bid to be registered on the National Treasury's Central Supplier Database ("the CSD") and ensure that it remains registered for the duration of the services and/or contract, if successful.

1.6. The Bidder needs to ensure that it is tax compliant at the time of submitting its Bid and remains tax compliant for the duration of the contract and/or services, if successful, and undertakes to provide supporting documentation issued by the South African Revenue Services ("SARS") confirming it is tax compliant upon request by the CSOS.

1.7. The CSOS reserves the right to conduct site inspections or call for supporting documentation in order to confirm any information provided by a Bidder in its response to this Bid.

1.8. This RFP is not intended to form the basis of a decision to enter into any transaction with the CSOS and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.

1.9. Neither the CSOS nor any of its respective directors, officers, employees, agents, representatives, or advisors will assume any responsibility for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to this RFP.

1.10. No entity may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. Failure to comply with this requirement may, within the sole discretion of the CSOS, result in disqualification of the relevant entity.

1.11. Any material changes in the control and/or composition of any Bidder or any core member of a Bidder after submission of a Bid, shall be brought to the attention of the CSOS Supply Chain Management ("SCM") Section in writing. The CSOS shall be the sole arbiter as to what constitutes a material change in the control and/or composition of any Bidder and may in its sole discretion disqualify the Bidder from any further participation in the bid process.

1.12. Any requirement set out in this RFP which stipulates the form and/or content of any aspect of a Bid is stipulated for the sole benefit of the CSOS, and unless the contrary is expressed, may be waived by the CSOS in its sole discretion at any stage in the bid process.

1.13. All Bids submitted to CSOS shall become the property of the CSOS and will not be returned to the Bidders. The CSOS will make all reasonable efforts to maintain the information contained in proposals in confidence.

1.14. The CSOS and its advisors shall rely on a Bid as being accurate and complete in relation to the information and proposals provided therein by the Bidders.

1.15. A Bid submitted by the Bidder shall be considered non-responsive if it shows any omissions or non-compliance with pre-qualification and/or other established evaluation criteria. However, the CSOS reserves the right to waive any non-compliance with any aspect of non-responsiveness and to make an award in the best interest of the organization, provided that such waiver is applied consistently across all Bidders.

1.16. The CSOS reserves the right to accept or reject in part or whole any Bid submitted, and to waive any technicalities if this is in the best interest of the organization.

1.17. The CSOS reserves the right to require a Bidder to provide a formal presentation of its Bid at a date and time to be determined by the CSOS. The CSOS shall provide adequate instructions and clarification regarding the purpose and scope of the presentation. All expenses in this regard shall be borne by the Bidder.

1.18. In this RFP, the words “service provider,” “supplier” will be used interchangeably to refer to the Bidder.

1.19. All costs associated with the preparation and submission of the Bid remain the responsibility of the Bidder. The costs shall not be chargeable to the CSOS by the successful or unsuccessful Bidder.

1.20. All Bids must be formulated and submitted in accordance with the requirements of this RFP, General Conditions of Contract and any other applicable SCM frameworks in the public sector.

1.21. Bids received after the closing date and time as specified in this RFP shall be rejected.

1.22. The CSOS is not obliged to appoint a bidder with the lowest price, if, based on its sole discretion and assessment, the said bidder does not exhibit or demonstrate adequate capacity or full comprehension of the scope of work to be undertaken. In this regard, CSOS may appoint the second-ranked bidder provided that the reasons for such deviation are properly justified and accurately recorded. A Bid submitted by the Bidder shall be considered non-responsive if it has any omissions or improprieties of any kind. However, the CSOS, at its own absolute discretion, reserves the right to waive any item or items of non-responsiveness and to make an award in the best interest of the organization, provided that any such waiver is applied consistently and so as not to prejudice or advantage any bidder.

2. INTRODUCTION

2.1. The Community Schemes Ombud Service (CSOS) was established as a Public Entity under the Community Schemes Ombud Service Act (Act No 9 OF 2011) [CSOS Act] and promulgated on the 11 June 2011. The CSOS is classified as a Schedule 3A Public Entity in terms of the Public Finance Management Act (Act No 1 of 1999) [PFMA].

3. BACKGROUND

3.1. The CSOS Dispute Resolution business unit consists of data capturing (Intake), assessment (Case Management), compliance & investigation, conciliation, adjudication, and quality assurance. Appropriate reuse of knowledge emanating from these sub-sections will enable continuous upskilling of Dispute Resolution personnel and thereby improving client and stakeholder experience.

3.2. Knowledge Management (KM) is a function managed within the Adjudicator General Office and with purpose to record, organize, retain, and providing access to information in an appropriate manner suitable for use by internal and external stakeholders.

3.3. Accordingly, CSOS has over 4 000 adjudication orders that must be published in compliance with the CSOS Act. In this regard, CSOS requires services of a service provider with expertise in analytics, cataloguing, and publishing regulatory information on search platforms.

3.4. Once the current 4000 orders are catalogued, more orders will be made available to the Service Provider to catalogue periodically. In this regard, CSOS currently adjudicates about 1 400 disputes a year.

3.5. CSOS adjudication orders must be analysed, categorised, and packaged appropriately for easy access, and as a point of reference for the judiciary and all our stakeholders.

3.6. The publishing of CSOS orders will further support the Dispute Resolution mandate by directly enhancing CSOS' outcomes.

4. PROJECT PURPOSE

4.1. The CSOS Act mandates the service to publish and make available for inspection by public a copy of an order made at any time in terms of the CSOS Act. In this regard the CSOS is requesting Request for Proposal (RFP) from suitable and reputable service providers with the required knowledge and experience in providing and implementing a Knowledge Management (KM) platform that will assist the CSOS with the processing and management of Adjudication Orders including analysing, cataloguing, searching, and publishing of the CSOS orders.

4.2. The publishing of CSOS orders should enable CSOS to reach as many stakeholders (internal & external) as possible and thereby enhancing CSOS visibility to its prospective and existing stakeholders.

4.3. Consequently, the intention of cataloguing, and publishing CSOS orders will give effect to the overall CSOS strategy as far as the Dispute Resolution process and CSOS visibility is concerned.

4.4. This will be done as identified in the scope of work in clause 6 below, and this shall include the support and maintenance of the software solution.

4.5. The RFP does not constitute an offer to do business with the CSOS, but merely serves as an invitation to the bidders to facilitate a requirements-based decision-making process.

4.6. The successful bidder will be awarded a three (03) years contract from the actual date of signing the contract and CSOS reserves the right not to appoint and for whatever reason.

5. LEGISLATIVE FRAMEWORK

5.1. The Constitution, 1996;

5.2. The Housing Act, 1997);

5.3. Community Schemes Ombud Service Act, 2011;

5.4. Sectional Titles Schemes Management Act, 2011;

5.5. Promotion of Access to Information (2000);

5.6. Promotion of Administrative Justice Act (2000);

5.7. Electronic Communications Act (2005);

5.8. Minimum Information Security Standard (1996); and

5.9. Protection of Personal Information Act (2013).

6. SCOPE OF WORK

6.1. The successful bidder would be expected to supply, install, and configure a web-based off-the-shelf knowledge management solution for the CSOS. The CSOS does not require subscription services or a Bespoke solution.

6.2. Provide hosting services for the solution for a period of three (03) years.

6.3. Renewal of licenses for the duration of the contract and where applicable, supply additional licenses.

6.4. Provide once-off organizing, classification, cataloguing, uploading, and publishing of the four thousand (4000) identified adjudication orders for the CSOS.

6.5. Provide once-off training to 10 nominated users at CSOS and assist with change management to help with the adoption of the solution within CSOS.

6.6. Provide support and maintenance of the solution for the duration of the contract period including the following:

6.6.1. continuous updating of content.

6.6.2. provision ad-hoc training as required by the CSOS.

6.6.3. Provision of end-user support.

6.6.4. Performing any ad-hoc requests as and when required by the CSOS.

6.7. Customization of the solution in line with the needs of the CSOS including corporate branding.

6.8. Integrate the solution with other systems at the CSOS for the purpose of transferring and sharing content. Integration points may include:

6.8.1. Azure Active Directory (access control).

6.8.2. SharePoint Online.

6.8.3. CSOS WordPress website.

7. TECHNICAL REQUIREMENTS

7.1. FUNCTIONAL REQUIREMENTS

7.1.1. The solution must allow and support the uploading and retrieval of documents.

7.1.2. The solution must support the capture of a variety of file types, including:

7.1.3. doc/x, xls/x, ppt/x, mpp, vsd/x, jpg, tiff, pdf/a, gif, dgm, png; this list is not exhaustive.

7.1.4. Support of audio and video files like mp3 and mp4 would be advantageous.

7.2. The solution must provide basic and advanced search functionality to allow users to search for documents using different methods i.e., free text, date, metadata tags, authors and apply filters.

7.3. The solution must allow the CSOS access to the latest case laws that are or might be of relevance to the CSOS.

7.4. The solution must be easy to customize to the unique needs of the CSOS including corporate branding.

7.5. The solution provides a user-friendly interface that allows for easy navigation, self-explanatory terminology, and easy access to content.

7.6. The solution must allow for the classification, cataloguing, and publishing of content / documents.

7.7. The solution must allow for the analysis of adjudication orders and, detection and correction of grammatical errors.

7.8. The solution must allow for the configuration of a content retention policy to allow for archiving.

7.9. The solution must provide reporting capabilities such as the following:

7.9.1. The solution must have pre-configured reports.

7.9.2. The solution must be able to permit the creation of user defined reports.

7.9.3. The solution should have the ability to produce graphs and numerical data.

7.9.4. The solution must have the ability to export to MS Excel format and PDF.

7.9.5. The solution must cater for audit reports (tracking user activities).

7.10. NON-FUNCTIONAL REQUIREMENTS

The non-functional requirements of the system include the following:

7.10.1. **Accessibility** - The system must be able to segregate access between content that is available to CSOS officials only and to the public. It must allow the authorised administrators to upload content and perform other system administration activities.

7.10.2. **Availability** - The system cannot be taken out of operation, especially not during peak hours.

7.10.3. It must be operational during standard working and any down time must be notified well in advances and kept as short as possible.

7.10.4. **Security** - Prevent unauthorized access and ensure full applications security.

7.10.5. **Efficiency** - The systems resource usage must be efficient.

7.10.6. **Performance**: The response time must be tolerable. The system must be quick and responsive.

7.10.7. **Reliability** - The system has to be highly reliable.

7.10.8. **Resilience** - The system must be easily recoverable from any disastrous fault.

7.10.9. **Accuracy** - All information processed by the system must be accurate.

7.10.10. **Compatibility** - System must be compatible with mobile devices and different platforms such as Windows, Android, and IOS etc.

7.10.11. The system should be backed-up on a daily, weekly, and monthly basis.

7.10.12. User configuration and password configuration.

7.10.13. **Audit logs** and activity logs

7.10.14. The solution must allow for the integration with other systems at CSOS such as the website for sharing or transfer of content.

7.10.15. Migration of Four Thousand (4000) existing adjudication

7.10.16. The estimated storage of the four thousand (4000) adjudication orders is 50GB.

7.10.17. Allow for scalability to about 500GB storage space in the contracted three-year period.

7.11. ICT INFRASTRUCTURE AND HOSTING

7.11.1. The bidder must propose a suitable technology architecture for the hosting of the solution.

7.11.2. The successful bidder will be required to provide and manage all ICT infrastructure requirements required for the optimal functioning of the solution.

7.11.3. The architecture proposed must be hosted in a cloud (e.g., either IaaS or SaaS).

7.11.4. It is preferable that the CSOS data resides within the borders of South Africa or in a country with adequate data privacy and data protection laws (e.g., POPI, GDPR or similar privacy laws) for the cloud platform.

7.11.5. The ICT infrastructure managed service must also cater for disaster recovery capabilities of the system (**Business Continuity**).

7.11.6. All cloud subscriptions and Tenants must be registered in the CSOS name.

7.11.7. The CSOS in conjunction with the bidder will monitor the usage of the space and would then request the additional space as and when needed.

7.12. PROJECT MANAGEMENT SERVICES

7.12.1. CSOS intends to complete the project of implementation of the solution deployment and ingestion, within five (5) months of signing the contract for implementation. The service provider is required to organise the project to ensure these timelines.

7.12.2. Deployment of resources to ensure that the project activities are carried out as per plan.

7.12.3. Deployment of a project structure for effective monitoring, review, and risk mitigation.

7.12.4. Deployment of templates and standard accepting mechanisms for the project deliverables.

7.12.5. The CSOS will institutionalize mechanisms to adopt the feedback and ensure quality of work, without affecting the timelines and guided by the service provider where needed.

7.12.6. Project Management services to include:

a) Solution configuration and testing

b) User acceptance testing

c) Data conversion and migration

d) Report development (Templates)

e) Implementation and training services

f) Change Management

g) System documentation and testing

h) Knowledge transfer

i) Post implementation support

7.13. **TRAINING AND SUPPORT**

7.13.1. The training team will, amongst others, be responsible for all end-user, technical training and stakeholder training activities and associated artifacts.

7.13.2. The service provider must provide for the production of training material including simulations and guides user manuals in soft copy a hard copy.

7.13.3. The training team must also cater for in-depth training of super-users and CSOS trainers.

7.13.4. The bidder is to propose a training plan for the various types of users based on the different modules.

7.13.5. Regarding specific modules, the approach to be used is “train the trainers.” The key users who will form part of the implementation team (and other designated individuals) will be trained extensively and will themselves train their colleagues.

7.13.6. The tenderer will supply CVs of the proposed trainers for the system, on the understanding that if the nominated persons are no longer available at the time of the tender being awarded resources of equal or better skills and experience will be substituted, subject to approval by the CSOS.

7.13.7. Training and mentoring to the satisfaction of the CSOS for all users in an effective manner.

7.13.8. All relevant operations and reference manuals and other documentations needed to allow every element of software to be operated to its full potential, are to be provided to users.

8. METHODOLOGY

8.1. The proposal of the service provider must supply a detailed methodology which shall include the following:

8.1.1. An approach that demonstrates how the service provider understands the requirements of this assignment.

8.1.2. An indicative project plan of the service provider's approach, referring to the assignment scope of work, deliverables, timeframe, risk and mitigation, assumptions, inclusions, and exclusions as well as allocation of resources.

8.1.3. A clear statement of available expertise and capacity to match the requirements of this assignment.

8.1.4. An indication of any innovative approaches and '**value-add'** that the service provider considers appropriate to improve analysis, classification, cataloguing and publishing of CSOS orders which may not have been defined under the deliverables.

9. DELIVERABLES

9.1. Once the above is done, the service provider must submit the following deliverables:

9.1.1. A fully functional web-based knowledge management platform that satisfy all the requirements of the CSOS as listed in section 7 of this document.

9.1.2. Software licenses and assurance for the duration of the contract

9.1.3. User training on the use of the software

9.1.4. Maintenance and support for the duration of the contract

9.1.5. Hosting services for the duration of the contract

9.1.6. Migration of 4000 adjudication orders into the new solution

9.1.7. Integration of the solution with the CSOS website.

9.2. It is expected that this deliverable will be delivered in a manner that shows a high degree of professionalism, competence, and advanced business software solution expertise.

9.3. All documents must be language edited.

10. PROJECT TIME FRAME

10.1. This service provider will be contracted for a period of three (03) years, from the conclusion of a Service Level Agreement (SLA).

10.2. The project (Solution Implementation and Migration (Ingestion) must be completed within five months from signing the SLA.

10.3. The deliverable listed in clause 7.1.1 above, shall be submitted to CSOS at agreed intervals and within the 36 (Thirty-six) month period as seen below:

SERVICE	DURATION	COMMENCEMENT
A fully functional web-based knowledge management platform that satisfy all the requirements of the CSOS as listed in section 7 of this document. (Solution Implementation).	Two (2) Months	From signing the SLA.
Migration of 4000 adjudication orders into the new solution.	Three (3) Months	From completion and sign-off of the Solution Implementation.
Software licenses and assurance for the duration of the contract	Thirty-six (36) Months	From completion and sign-off of the Solution Implementation.
User training on the use of the software	As and when required within the contract period	N/A
Maintenance and support for the duration of the contract.	Ongoing 36 Months	N/A
Hosting services for the duration of the contract.	Ongoing 36 Months	N/A

Integration of the solution with the CSOS website.	Within two (02) months after the contract has been signed	From signing the SLA.

The service provider a **pricing schedule**, broken down by deliverables, milestones, and timeframe. **Note: All costs must include all applicable taxes and disbursements.**

11. SUPPLY CHAIN MANAGEMENT COMPLIANCE REQUIREMENTS

11.1. Bidders must comply with the following compliance requirements prior to evaluation in mandatory requirements.

Documents required	**Submitted Y/N**
Valid B-BBEE certificate issued by an accredited SANAS verification agency /Sworn Affidavit signed by the EME/QSE representative and attested by a Commissioner of Oath/B-BBEE certificate issued by the Companies and Intellectual Property Commission (CIPC)	
Proof of registration on the National Treasury Central Supplier Database (provide CSD summary report or CSD number)	
Valid tax pin number/letter	
Fully completed SBD Documents (1, 3.3, 4 and 6.1)	

12. MANDATORY REQUIREMENTS

12.1. Bidders must attach the following to be further evaluated on functionality requirements. Failure to comply with any of the mandatory requirements will result in the disqualification of the bidder.

NO	MANDATORY REQUIREMENT	SUBSTANTIATION (IF REQUIRED)	COMPLY / NOT COMPLY (Y/N)
1.	**PRIME BIDDER OR SUBCONTRACTOR CERTIFICATION / AFFILIATION REQUIREMENTS IN RELATION TO SOLUTION TO BE IMPLEMENTED** The bidder must be the OEM/OSM or Registered as OEM/OSM partner to implement, maintain, and support the proposed solution. **NB: Should the be a subcontracting arrangement, bidders must submit the sub-contracting agreement documentation**	Attach an OEM verification by means of a letter or certificate from the OEM. **This will be verified by the CSOS**. **NB:** The Bidders certification/ partnership must remain valid for the full duration of the contract.	
2.	**FINANCIAL STABILITY** The Bidder confirms that it is financially stable to deliver all required services over the full duration of the contract. Financial stability will be confirmed by the evaluation of a BANK RATING LETTER or Audited Financial Statements for the previous three years. NB: The Bank Rating Letter is *NOT* the same as an account confirmation letter	Attach a letter from the bank indicating Bank rating of A, B, C or D ***OR*** audited annual financial statements for the previous three (3) years with a turnover of R2 million and above.	

	from the bank. Submission of an account confirmation letter will lead to disqualification from the bid. NB: Submitted Financial Statements MUST be Audited. Compiled or reviewed financial statements will not be considered.		
3.	Attendance of a compulsory virtual briefing session.	No Substantiation required. Bidders are required to mark comply confirm attendance of the briefing session. CSOS will cross reference this with the attendance register.	

13. EVALUATION

13.1. Evaluation Committee

13.1.1. Proposals will be reviewed and evaluated using the 80/20 preference method by the CSOS Bid Evaluation Committee. Bidders may be invited to give written or oral presentations and/or to participate in interviews with the committee.

13.1.2. Bidders may be requested to submit any additional information required by CSOS.

13.2. Evaluation Criteria

Proposals will be evaluated based upon, but not limited to, in no particular order:

13.2.1. Compliance with the RFP document, including provision of all information requested in this RFP.

13.2.2. Demonstrated ability to provide services and expertise as listed in this RFP.

13.2.3. Qualifications, experience, and in particular those staff proposed to be generally handling the contract.

13.2.4. Reference checks.

13.3. Evaluation Process of Bids Received

13.3.1. Stage 1.

Proposals with deviations from the mandatory requirements will be disqualified from the functionality evaluation process.

Only Bidders that achieve a minimum qualifying score of 70% % points in functionality will be evaluated further on the 80/20 preference point system.

FUNTIONAL EVALUATION TABLE

Bids received will be evaluated according to the following requirements as listed in the table below. Bidders who score less than 70% out of 100% on functionality requirements listed below will be disqualified and will not be considered for further evaluation.

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	**Weighting points (out of 100)**	**Score**
Proposed Solution	The proposed solution addresses all the functional requirements as listed in section 7	The proposed solution must address the functional requirements and the technical requirements under section 7 (7.1 – 7.9.5.). 1) Nonresponsive: not all functional areas in section 7 covered = **0 points** 2) Excellent Response: All functional areas under section 7 (7.1 – 7.9.5) have been addressed in the response = **5 points**	State page (s) number………….... or State section/ tab…..................on your proposal.	30	
Bidder's experience in the implementation of the proposed solution.	Provide reference letters from clients that confirm that the bidder has successfully implemented the proposed solution. (Reference letters should not be older than five (5) years)	The proposed solution must be a widely used, commercially available web-based off-the-shelf solution. Note: The reference letter must state the name of the solution, name of the client, period/ date of implementation, contact person, contact number, and	State page (s) number………….... or State section/ tab…..................on your proposal.	20	

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
		signed. **Criteria:** No reference letter submitted = **0 points** One submitted reference letter that complies with the requirements = **1 point** Two submitted reference letters that complies with the requirements = **2 points** Three submitted reference letters that complies with the requirements = **3 points** Four submitted reference letters that complies with the requirements = **4 points** Five or more submitted reference letters that complies with the requirements = **5 points**			
Technical Architecture	Presentation of technical architecture with regards to application and general functional requirements as per	Detailed solution architecture that illustrates the entire solution to be implemented, how they relate or integrate with CSOS applications and including the adherence to the ICT infrastructure requirements.	State page (s) number…………... or State section/ tab…..................on your proposal.	10	

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
	proposed system including integration points and ICT infrastructure.	The proposal must cover the following **key areas** for the infrastructure: 1) Solution Architecture diagram 2) Detailed Infrastructure Hosting Platform response 3) Business Continuity (DR Capabilities) 4) Security (Hosting security) 5) POPI /GDPR compliance on Hosting solution **Criteria:** • Non-responsive: Meets less than (4) key areas (excludes Solution Architecture diagram) = **0 points** • Excellent Response: Very detailed response to all (5) key areas= **5 points**			
Implementation Methodology	Provide a detailed project plan (GANTT chart) including method statement that responds to the proposed solution	Detailed project plan for implementation of the solution inclusive of all the items listed in the scope of work as per section 6. Key areas of consideration on the project plan include:	State page (s) number………..... or State section/ tab…..................on your proposal.	20	

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
	implementation. The Gantt must provide activities for the successful implementation of the solution, activities related to system design and integration, duration for full delivery from contract sign off, Period of commissioning, period of testing and handover.	1) Project Management methodology 2) Project Phases (based on delivery timelines) 3) Project Activities 4) Timelines 5) Resource Allocations 6) Risks, Mitigations, Assumptions, exclusions, and inclusions **Criteria:** • Nonresponsive: No project plan = **0 points** • Extremely poor: project plan with one (1) key areas = **1 points** • Poor: project plan with (2-3) key areas = **2 points** • Satisfactory: Project plan with (4) key areas addressed with no project methodology = **3 points** • Adequate Project plan with (5) key areas addressed with a project methodology, in line with timeframe = **4 points**			

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
		• Excellent: Project plan with all key areas addressed with a project methodology, in line with timeframe = **5 points**			
Key Personnel (Project Manager)	The competence of key management, professional and technical personnel that the bidder proposes to employ on the implementation project needs to be assessed with particular emphasis on the skills and experience in technical areas comparable to the project.	Provide a CV/Profile of the Project Manager who will be assigned to this project, highlighting the experience of the individual in managing the implementations of Information Systems. **CV / Profile Criteria:** • Less than 1 year experience in managing similar projects = **0 points** • 1 year experience in managing similar projects = **1 point** • 2 – 3 years' experience plus proof of Project Management Professional certification or Prince 2 or PMBOK certification= **2 points** • 4 – 5 years' experience plus proof of Project Management Professional certification or Prince 2 or	State page (s) number………….... or State section/ tab…..................on your proposal.	10	

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
		PMBOK certification = **3 points** • 6 - 7 years' experience plus proof of Project Management Professional certification or Prince 2 or PMBOK certification = **4 points** • More than 8 years' experience with proof of a Project Management Professional certification or Prince 2 or PMBOK = **5 points**			
Training and Skills Transfer	Methodology demonstrating how skills transfer will take place.	The bidder's proposal must outline skills transfer plan that articulates how knowledge and skills will be transferred to the CSOS Project Team. The skills transfer plan outlines the following aspects: 1) Objectives and goals of the skills transfer plan. 2) Nature and scope of the knowledge and skills to be transferred. 3) Details of trainers. 4) Timelines.	State page (s) number…………... or State section/ tab…..................on your proposal.	10	

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
		Criteria: • No skills transfer plan submitted = **0 points** • One (1) key aspect on the plan addressed = **2 point** • Two (2) key aspects on the plan addressed = **3 points** • Three (3) key aspects on the plan addressed = **4 points** • Four (4) key aspects on the plan addressed with additional ongoing training and support initiatives with innovative skills transfer initiatives and assessments = **5 points**			
TOTAL				**100**	
MINIMUM THRESHOLD				**70%**	

14. PRICE & SPECIFIC GOALS

14.1. In order to facilitate a transparent selection process that allows equal opportunity to all bidders, CSOS has a Supply Chain Management policy that will be adhered to. Proposals will be evaluated in terms of the prevailing Supply Chain Management policy applicable to CSOS and it should be noted that proposals will be assessed using the 80/20 formula (preference points system) for Price and specific goals as per the PPR 2022 and CSOS Preferential Procurement Policy.

14.2. All pricing must be in South African Rands and fixed for the contract duration.

Criteria	**Sub Criteria**	**SUBSTANTIATION**	**Weighting / Points**
Price	Detailed budget breakdown	Attach quotation on the company letterhead as perpricing schedule	80
Specific Goals	CSD report reflecting that company is at least 51% black owned by the below designated groups: • Women and/or • Youth and/or • People with disabilityand/or • Black people who are military veterans.	Detailed (Full Registration) CSD Report	20
Total Points for Price and Specific Goals			100

14.3. PRICING TABLE

SERVICE	QTY	Unit Price (R)	Total Price (R)
Solution Implementation	1	R	R
Migration of 4000 adjudication orders into the new solution.	1	R	R
Software licenses and assurance for the duration of the contract	36	R	R
User training on the use of the software	10	R	R
Maintenance and support for the duration of the contract.	36	R	R
Hosting Fees (Billed Monthly)	36	R	R
Integration of the solution with the mentioned integration points (where applicable)	1	R	R
Any other costs	1	R	R
		TOTAL (EXCL. VAT)	R
		VAT @ 15%	R
		TOTAL BID PRICE (INCL. VAT)	R

_________________________ __________________

Signature (Bidder) **Date**

15. COPYRIGHT

15.1. The copyright of all data collected and the final report to be delivered by the service provider will rest with CSOS.

15.2. The service provider will not publish (including presentations to conferences and all other forums), whether in part or whole, the submitted report without the written permission of CSOS.

16. TIMELINE OF THE BID PROCESS

16.1. The validity period of tenders and the withdrawal of offers, after the closing date and time is 120 days.

17. DURATION OF THE CONTRACT

17.1. The duration of the contract will be for a period of 3 years.

18. BRIEFING SESSION

18.1. There will be a **non- compulsory virtual briefing session** for this tender on **12 December 2023 at 11h00.**

18.2. Please see meeting link https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzljZDYzOTUtYmQwZC00ZDFjLWJmZjktM2NiNzVkZjAwYjVm%40thread.v2/0?context=%7b%22Tid%22%3a%226b6557b3-4111-4623-9cca-6281a5a00539%22%2c%22Oid%22%3a%22bb8a30b4-1c21-4bc1-ae4d-d983d4de6bb7%22%7d OR

18.3. Meeting link can be requested the day before the briefing session on the following email address: tenders@csos.org.za

19. PROJECT MANAGEMENT RESPONSIBILITY

19.1. The CSOS Project Manager's responsibilities will include:

19.2. Providing the service provider with all appropriate advice and information pertinent to the success of this project as well as assisting in setting up meetings with key management staff.

20. SUPPLIER DUE DILIGENCE

20.1. CSOS reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period.

21. RESPONSE FORMAT (SUBMISSION OF PROPOSALS)

21.1. The proposals must be submitted in the prescribed format. Standard bidding documents attached with Terms of Reference must be completed in full.

21.2. The bidder(s) are required to submit one (1) original copy of the bid document.

22. LATE BIDS

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

23. COUNTER CONDITIONS

23.1. Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions orsetting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

24. FRONTING

24.1. Government supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the Government condemns any form of fronting.

24.2. The Government, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies CSOS may have against the Bidder / contractor concerned.

25. COMMUNICATION AND CONTACT DETAILS

25.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Mr Mlondolozi Vava via email: Mlondolozi.Vava@csos.org.za or Tel:010 593 0533. Further information regarding Supply Chain Management matters can be sent via email to: Nduduzo Mthimkhulu via email tenders@csos.org.za or at Tel: 010 593 0533

25.2. The delegated office of CSOS may communicate with Bidder(s) where clarity is sought in the bid proposal.

25.3. Any communication to an official or a person acting in an advisory capacity for CSOS in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

25.4. All communication between the Bidder(s) and CSOS must be done in writing.

25.5. Whilst all due care has been taken in connection with the preparation of this bid, CSOS makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current, or complete. CSOS, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current, or complete.

25.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by CSOS (other than minor clerical matters), the Bidder(s) must promptly notify CSOS in writing of such discrepancy, ambiguity, error or inconsistency in order to give CSOS an opportunity to consider what corrective action is necessary (if any).

25.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by CSOS will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

25.8. All persons (including bidder(s) obtaining or receiving the bid and any other information in connection with the bid or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

26. PROPOSAL SUBMISSIONS REQUIREMENTS

26.1 The service provider must present CSOS management with a comprehensive proposaland model outlining how they intend to address our specific needs and a line-item budget.

27. SUBMISSION OF PROPOSALS

27.1. Bid documents should be placed in the **tender box** on or before the closing date andtime.

27.2. Bid documents will only be considered if received by CSOS before the closing date and time at 12h00: **(18 JANUARY 2024)**

Community Schemes Ombud Service

Building 4Berkely Office Park

8 Bauhinia Street

Centurion

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ……………………………………………………………………………………………

BID NO: CSOS012-2023: THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION, IMPLEMENTATION AND MAINTENANCE OF A WEB-BASED KNOWLEDGE MANAGEMENT SOLUTION TO ANALYZE, CATALOGUE, AND PUBLISH CSOS ADJUDICATION ORDERS FOR A PERIOD OF THREE (03) YEARS.

CLOSING DATE: 18 JANUARY 2024 **CLOSING TIME 12h00**

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX

1. Services must be quoted in accordance with the attached terms of reference.
   Total cost of the assignment (R inclusive VAT)

   R…………………………………

PRICING SCHEDULE

SERVICE	**QTY**	**Unit Price (R)**	**Total Price (R)**
Solution Implementation	1	R	R
Migration of 4000 adjudication orders into the new solution.	1	R	R
Software licenses and assurance for the duration of the contract	36	R	R
User training on the use of the software	10	R	R
Maintenance and support for the duration of the contract.	36	R	R
Hosting Fees (Billed Monthly)	36	R	R
Integration of the solution with the mentioned integration points (where applicable)	1	R	R
Any other costs	1	R	R
TOTAL (EXCL. VAT)			R
VAT @ 15%			R
TOTAL BID PRICE (INCL. VAT)			R

Signature (Bidder) **Date**

The financial proposal for this assignment should cover for all assignment activities as per terms of reference

2. Period required for commencement with project after acceptance of bid_____________________________

3 Are the rates quoted firm for the full period? Yes/No

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

Technical enquiries regarding bidding procedures may be directed to:
Mlondolozi Vava
Tel: **010 593 0533**
E-mail address: **mlondolozi.vava@csos.org.za**
Supply Chain queries may be directed to:
Nduduzo Mthimkhulu
Cell: **010 593 0533**
Email: nduduzo.mthimkhulu@csos.org.za
PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:
………………………………………………………………………………………
………………………………………………………………………………………

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

2.3.1 If so, furnish particulars:
…………………………………………………………………………………
…………………………………………………………………………………

3 DECLARATION

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

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

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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.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……………………………… ………………………………………………
Signature Date

……………………………… ………………………………………………
Position Name of bidder

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

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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**

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

		POINTS
PRICE		80
SPECIFIC GOALS	Detailed (Full Registration) CSD Report	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:

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

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:

80/20 or **90/10**

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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)
EME OR QSE which is at least 51% black owned by: • Women and/or; • Youth and/or • People living with disabilities, and/or • Military veterans	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:	………………………………………………………
	………………………………………………………
	………………………………………………………
	………………………………………………………

SPECIAL REQUIREMENTS AND CONDITIONS OF THE CONTRACT.

CSOS012-2023: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION, IMPLEMENTATION AND MAINTENANCE OF A WEB-BASED KNOWLEDGE MANAGEMENT SOLUTION TO ANALYZE, CATALOGUE, AND PUBLISH CSOS ADJUDICATION ORDERS FOR A PERIOD OF THREE (03) YEARS

CLOSING DATE: 18 JANUARY 2024

VALIDITY PERIOD: 120 DAYS

S U P P L Y C H A I N M A N A G E M E N T

1. SPECIAL CONDITIONS OF CONTRACT.

1.1 This bid and all contracts emanating there from will be subject to the General Condition of Contract issued in accordance with of the Treasury Regulations 16A published in terms ofthe Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

2. EVALUATION

2.1 Bids will be evaluated strictly according to the bid evaluation criteria stipulated in this section of the Terms of Reference. During this stage bidders will be evaluated for functionality based on achieving a minimum score of 70%.

2.2 Any proposal not meeting a minimum score of **70% on functionality** will be disqualifiedand not further evaluated on price and specific goals.

3. CLIENT BASE

3.1 Bidders must have specific experience and submit recent references (in a form of written proof in company letterhead / Client assessment form).

3.2 The CSOS reserves the right to contact references during the evaluation and adjudication process to obtain information.

4. SHAREHOLDERS/DIRECTORS PORTFOLIO

4.1 The bidder shall submit copies of the company shareholding portfolio with the biddocuments at the closing date and time of the bid.

5. COMMUNICATION

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

6. COUNTER CONDITIONS

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

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

6.3 Directly or indirectly fixing a purchase or selling price or any other trading condition.

6.4 Dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or collusive bidding.

6.5 If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

7. FRONTING

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

7.2 The CSOS, in ensuring that bidders conduct themselves in an honest manner will, aspart of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on thebidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from the date of the notification may invalidate the bid/contract and may alsoresult in the restriction of the bidder/contractor to conduct business with the public sector fora period not exceeding ten years, in addition to any other remedies the CSOS may have against the bidder/contractor concerned.

8. TIMEFRAMES AND FORMAL CONTRACT

8.1 Successful bidder(s) will be required to enter into a formal contract with the CSOS.

9. PACKAGING OF BID

The bidder shall place the sealed bid proposal and original copy in an electronicformat (USB) into a sealed envelope or package, and must be clearly marked with a description of the bid as follows:

Bid No: CSOS012-2023: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION, IMPLEMENTATION AND MAINTENANCE OF A WEB-BASED KNOWLEDGE MANAGEMENT SOLUTION TO ANALYZE, CATALOGUE, AND PUBLISH CSOS ADJUDICATION ORDERS FOR A PERIOD OF THREE (03) YEARS

Bid closing date: 18 January 2024

Time: 12h00

Name and address of the bidder:

10 NON-COMPULSORY BRIEFING SESSION

10.1 There will be a **non- compulsory virtual briefing** session for this tender on the **12 December 2023** at **11h00.**

10.2 Please see meeting link https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDUyN2I3MzEtYzdlNi00ODg3LTg5ZTAtODZjNjM0OGRiM2Jh%40thread.v2/0?context=%7b%22Tid%22%3a%226b6557b3-4111-4623-9cca-6281a5a00539%22%2c%22Oid%22%3a%22bb8a30b4-1c21-4bc1-ae4d-d983d4de6bb7%22%7d

OR

10.3 Meeting link can be requested by the **11 December 2023** on the following email address: tenders@csos.org.za

11. CONTACT DETAILS

Supply Chain Management Office:

Physical address:

The Community Schemes Ombud Service

Building 4, Berkley Office Park,

8 Bauhinia Street,

Highveld Techno Park, Centurion

For General SCM enquiries: Mr. Nduduzo Mthimkhulu Contact: 010 593 0533 or email: tenders@csos.org.za

For Technical enquiries: Mr. Mlondolozi Vava; Contact :010 593 0533 or

or email mlondolaozi.vava@csos.org.za

Supplier Maintenance: Bank Details

Supplier name____

I/We hereby request and authorize you to pay any amounts which accrue to me/us to the credit of my/our account with the mentioned bank.

I/We understand that the credit transfers hereby authorized will be processed by computer through a system known as the "ACB ELECTRONIC FUND TRANSFER SERVICE", and I/we also understand that no additional advice of payment will be provided by my/our bank, but details of each payment will be on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/We understand that a payment advice will be supplied by the organization in the normal way, and that it will indicate the date on which funds. will be available in my/our account. This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post.

Initial and Surname	Authorized Signature	Date dd/mm/yyyy

NB. Only original signed forms will be accepted.

Registered name: ____________________

Co. Registration No: ____________________

Account Holder: ____________________

Name of Bank: ____________________

Name of Branch: ____________________

Branch Code: ____________________

Account Number: ____________________

Type of Account: ____________________

It is hereby confirmed that these details have been verified against the following screens:
ABSA-
FNB-
STD Bank-
Nedbank-
Other Banks-

Bank Stamp Here

Bank Official Name: ________________

Contact Detail: ________________

NB: IT IS THE RESPONSIBILITY OF THE SUPPLIER TO ENSURE THAT DETAILS PROVIDED ARE CORRECT.

A LETTER FROM THE BANK CONFIRMING BANKING DETAILS WILL ALSO SUFFICE

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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.