



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

TCF 15: 2021/22

The Compensation Fund (CF) wishes to invite all interested companies to submit bids for the Appointment of a service provider to provide self-help kiosks for the Compensation Fund Labour Centres and maintenance for the Compensation Fund for the period of thirty-six (36) months.

ISSUE DATE:

08 July 2021

CLOSING DATE AND TIME:

10 August 2021 at 11H00am

BRIEFING SESSION

Non-Compulsory Virtual Briefing Session will be held on Wednesday 28th July 2021, between 10H00am and 12H00am. Service Providers must be connected at 9H45am, as the session will start at exactly 10H00. Bidders wishing to attend the briefing are requested to forward their email address to SCM.Enquiries@LABOUR.gov.za before the 16th July 2021, with the subject line: TCF 15 2021/22.

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SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COMPENSATION FUND					
BID NUMBER:	TCF 15:2021/22	CLOSING DATE: 10 August 2021	CLOSING TIME:	11:00 am	
DESCRIPTION	Appointment of a service provider to provide self-help kiosks and maintenance for 36 months.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT THE DEPARTMENT OF LABOUR COMPENSATION FUND					
167 Thabo Sehume Street					
Delta Heights Building					
Pretoria CBD					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER	012 406 5712		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	SCM.enquiries@labour.gov.za		E-MAIL ADDRESS	Scm.enquiries@labour.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.*

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:



employment & labour
DEPARTMENT
EMPLOYMENT AND LABOUR
REPUBLIC OF SOUTH AFRICA

**TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE
PROVIDER TO PROVIDE SELF-HELP KIOSKS FOR THE
COMPENSATION FUND LABOUR CENTRES AND
MAINTENANCE FOR THE PERIOD OF THIRTY SIX (36)
MONTHS**

DEPARTMENT OF EMPLOYMENT AND LABOUR COMPENSATION FUND





1. BACKGROUND:

The Compensation Fund (CF) is undergoing a Modernisation Programme which focuses on transformation of processes, technology and human capabilities to enhance operational efficiencies and improve quality of services offered to customers.

The Compensation Fund is a Schedule 3A Public Entity of the Department of Labour. The Fund administers the Occupational Injuries and Diseases Act No.130 of 1993 as amended by the COIDA 61/1997. The main objective of the Act is to provide compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees, or for death resulting from injuries or diseases sustained or contracted by employees, or for death resulting from injuries or diseases, and provide for matters connected therewith. CF has its HQ in Pretoria and regional offices throughout nine provinces of the RSA.

The Compensation Fund has a responsibility to implement the Operational Management Framework, which includes improving visibility and accessibility to quality and timely services, strengthening capacity to develop and carry out the Government Mandate, improving communication channels and participatory levels and being proactive in identifying and addressing gaps that will hinder efficient service delivery. The prospective service provider will be expected to deliver the milestones outlined in item 4 within the 2 months from the date of inception.

2. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidders for the Supply and Installation of Kiosks, Workstations, Large Format Displays (LFDs) and Printers at 30 Labour Centres and Head Office for the Compensation Fund (CF).

3. LEGISLATIVE FRAMEWORK OF THE BID

3.1 Tax Legislation

In terms of PPR (2017), no tender may be awarded to any bidder(s) whose Tax matters have not been declared by the South African Revenue Services (SARS) to be in order. Therefore, bidders must provide the Fund with the tax compliance PIN and also include a copy of the valid Tax Clearance certificate as part of their tender proposal in order for the Fund to verify compliance to the UIF Act.

It must be noted that bidder(s) must not only be compliant when submitting a proposal to the Compensation Fund but must remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

4. SCOPE OF WORK:

The use of technology has become critical to enable the Compensation Fund (CF) to achieve its strategic business objectives. To achieve this, the Fund makes use of a variety of applications that enable various business processes including those that support the core of the Fund's operations being, SAP, CRM and CompEasy claims and medical online systems.

The availability of provisioned Kiosks, Workstations, LFDs and Printers are to ensure that improved Self Service is provided to the Public. The Department has predetermined hardware standards & specifications, which are used in this tender.

The prospective bidders must provide the Fund with the required equipment based on the below specifications:

	Device description	Quantity
1	Kiosks (CPU, monitor, keyboard and mouse and Custom Stand)	90
2	Workstations	2
3	LFDs	40
4	Desktop Multi-function Printers (Black and White)	32

- a) Configuration and set-up of self-help kiosks for the Compensation Fund Labour Centres.
- b) On-going maintenance and support for the period of thirty-six (36) months

4.1 Technical Specifications:

Kiosk Technology

Think Centre M625 Tiny	Kiosk
Rugged, Energy Efficient, Space Saving Business Class Tiny PC	
Preload Language	Windows 10 Internet of things Enterprise
Platform	Tiny 1L Stoney Ridge E2-9000e
Processor	AMD E2-9000e Processor (1MB Cache, up to 2.00GHz)
Memory	8GB DDR4 2666MHz SoDIMM
First Hard Drive	128GB Solid State Drive, M.2 2242, PCIe-NVMe
First Optical Drive	None
Graphic Card	Integrated Graphic Card
Ethernet	Integrated Ethernet
Speakers	Internal Speaker Tiny
Wireless	Intel Wireless-AC 9260 2x2 AC, Bluetooth Version 5.0
Mouse USB	USB Calliope Mouse Black
Keyboard	USB Traditional Keyboard Black English (EU)
VESA Mount	Think Centre Tiny Clamp Bracket Mounting Kit (4XF0N82412)
Warranty	Warranty 3YR Onsite
Security	Lenovo Security Cable Lock
Local Assembly	Red Top Shaved 3 Point Plug
Local Assembly	Dept. of employment and Labour Image Loading
Monitor	Think Centre TIO24 23.8-inch FHD LED Backlit LCD Touch Monitor

4.2 Kiosk Dimensions

4.2.1 Please see attached approved design. **Annexure D**

4.3 The Television Specifications:

The Screen must be a 65" inch Commercial Large Format Display Monitor

- a) Must not have RF tuner
- b) Must have 1 usb port
- c) Must have 1 HDMI port
- d) Used 24/7 operating hours of monitor
- e) Must have Ethernet Port
- f) Monitor must be software driven
- g) At least 450nit (Brightness)
- h) At least wide viewing angle
- i) Auto Brightness sensor
- j) Content Orientation (landscape or Portrait)
- k) Energy Star rating of 7 and above
- l) Wi Fi capability
- m) Monitor should have: Anti-Glare feature.

4.4 Installation and Mounting of the Monitor:

Installation must include either a wall / ceiling mount brackets

- a) The mounting bracket must be lockable.
- b) The strength of the bracket must be able to support the weight of the display unit.
- c) The warranty of the Monitor should have a 3 year next business day swop out
- d) Software:
 - i. Updates for the software-
 - ii. Accredited software should be provided including regular updates

4.5 The software should have the following capabilities:

- a) Integrated Management through LAN and Serial Communication.
- b) Allow the development of content management.
- c) Instant Messaging.
- d) Software must be able to run on a currently supported Windows Operating system.
- e) The management software must be able to schedule on/off and also be able to switch the on/off at any given time.
- f) Automatic search for Monitors on the Network.
- g) The monitor should be able to automatically display the required content (Web content) after the monitor switches on.

4.6 Printing Standards:

Laser Printer

Connectivity	Monochrome print
Secure Print	Yes
Print Speed Black	40 ppm
Connectivity	Wired Ethernet, USB2.0, WiFi Direct
Display	LCD
Print Technology	Laser Toner
Print Resolution	Up to 1,200 x 1,200 dpi
Memory	512MB
Media Support	Plain Paper, Letterhead, Coloured, Thin, Thick
Media Size	A4, Letter, Legal, Folio, A5, B5, Exec
Paper handling	250 Sheet Paper Tray
First Page Out	<7,2 sec

4.7. Workstations

- a) Processor - Intel Core i7 latest generation, 3.6GHz
- b) Memory: 64GB DDR4 2666MHz
- c) Hard drive: 4TB 7200RPM 3.5in (2TB x 2)
- d) Optical Drive - DVD
- e) Power Cable: Dual power cable with Red Plug
- f) Graphics Cards: GTX 1660 6GB GDDR5 to support up to 6 Large Format Displays per PC
- g) Support for chassis padlocks and cable lock devices
- h) Networking - GbE NIC
- i) Wireless - Wi-Fi 1200Mbps Dual band and Bluetooth V5
- j) Operating System - Windows 10 Pro Enterprise 64Bit SP1
- k) Power Supply – Red Top Shaved Plug
- l) Keyboard & Mouse: Wireless High Performance
- m) Warranty: 3 year, next business day onsite support as per Service Level Agreement, with Disk Media Retention

- n) Ports: Front: 2 USB minimum; 1 Headphone connector; Universal audio jack with CTIA headset support
- o) Back: 1 audio line in; 1 audio out; DisplayPort (s); USB ports minimum 4;

5. SPECIAL REQUIREMENTS

- 5.1 The successful Bidder will be responsible for Couriering of Devices to Various Labour Centres and Safety, Security and Insurance must be included until received at Labour Centres.
- 5.2 Kiosks imaging needs to be done as follows: One (1) Kiosk PC will be sent to Labour for Setup and returned to the successful Bidder for Master Imaging and imaging of balance of Kiosk PC's.
- 5.3 On the day of delivery, the successful Bidder must be on site with the customer to verify the delivered devices and sign-off.
- 5.4 The devices must be standard with a three (3) year warranty and maintenance plan. Successful Bidder must clearly indicate the warranty and or guarantee period and conditions applicable on all devices that the Fund will procure. After hours work will be required, all Traveling, Allowances, Accommodation and Project Management fees should be included as part of the quoted price.

6. COSTING

Bidders must take note of the following with regards to the price quotes to be submitted:

- 6.1 **Annexure A** attached to the specification must be referenced by the bidders when calculating the pricing for this tender. All items as per Annexure A must be taken into account.
- 6.2 All quotes must be VAT inclusive;
The full tender price over the duration of thirty-six (36) months must be submitted. **This total tender price must also be captured on the SBD3.1 which forms part of the tender pack**

7. REFERENCE SITES

- 7.1 Customers should globally have bought and successfully implemented the solution.
- 7.2 Please provide a list of the customers that have bought and successfully implemented the solution.
- 7.3 The solution should be manufactured locally.

8.CONTROL MECHANISM AND EXPECTATIONS FROM THE OFFICE OF THE COMMISSIONER: COMPENSATION FUND

8.1 The successful bidder will be expected to report on a bi-weekly basis on the progress made to the nominated Project Management Team of the Department of Labour: Compensation Fund on the achievements of the deliverables as stated in paragraph 4 above.

8.2 Project Management Team of the Department of Labour: Compensation Fund should be timeously advised of challenges encountered for possible interventions.

8.3 The successful bidder will be expected to work closely with the Project Team nominated by the Department of Labour: Compensation Fund.

8.4 The reports, documents etc. designed and developed by the successful bidder will remain the sole property of the Department of Labour: Compensation Fund.

8.5 The report must be submitted in an MS Word format. A Hard copy and an electronic copy of the final report must be submitted.

8.6 The report should be in a simple and user-friendly language to enable users to understand its content and recommendations fully.

8.7 A full slide (power point) presentation of the report is expected at the close-out of the project; and

8.8 The reports, documents etc. on all work done by previous consultants and any other documents that may assist the successful bidder (s) in the execution of tasks will be made available to the successful bidder by the Compensation Fund Management.

9. PROJECT DURATION

9.1 The successful bidder will be responsible for the maintenance contract of the devices on warranty for the period of thirty-six (36) months.

10. REQUIRED SKILL AND EXPECTATIONS

10.1 The bidder is expected to:

The bidder(s) must demonstrate his/ her in-depth understanding and experience in manufacturing and supply of such equipment.

11 PAYMENT OF SERVICES

11.1 Payment of services for project implementation will be paid per milestone achieved and approved. Support and maintenance invoices will be paid upon approval of the SLA report.

12 BID SUBMISSION REQUIREMENTS

12.1 The bidder has to submit a bid response documentation pack and it must be delivered at the correct physical or postal address and within the stipulated date and time as specified in the "Invitation to Bid" cover page, and the bidders are expected to submit the following:

- Copies in two separate batches (1) Technical (2) Price proposal.
- One original, 4 exact copies of the original technical and price proposal.
- CD containing a true copy of the technical proposal with price proposal.

12.2 The bidder **must provide a reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response

13. BID EVALUATION STAGES

- a) The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.

Stage	Description	Applicable for this bid
Phase 1	Administrative Pre-qualification requirements	YES
Phase 2	Technical Mandatory requirements	YES
Phase 3	Evaluation on functionality	YES
Phase 4	Evaluation on Price / B-BBEE	YES

The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.

13.1 PHASE 1: ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

The bidder **must comply** with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if Compensation Fund is unable to verify whether the pre-qualification requirements are met, then Compensation Fund reserves the right to –

- (a) Reject the bid and not evaluate it, or
- (b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.
- (c) All bids will be measured against the administrative pre-qualification requirements. Only bids that comply with the criteria mentioned below will be considered for further evaluation.
- (d) The Service providers must be registered with the Central Supplier Database..
- (e) Tax Compliance Pin issued by SARS.
- (f) Valid COIDA Letter of Good Standing or Letter for tender purposes issued by Compensation Fund.
- (g) UIF Compliance.
- (h) Completed and Signed Standard Bidding Documents (SBD forms)

NB: Please note that failure to provide any of the above requirements (7) days after the request has been made, will lead to automatic disqualification of the service provider's bid proposal.

13.2 PHASE 2: TECHNICAL MANDATORY REQUIREMENTS

***Purpose:** Technical Mandatory requirements are the absolute minimum requirements to fulfil the Business Objective;*

Instruction and Evaluation Criteria:

- (a) The bidder **must comply with ALL the requirements by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as "NOT COMPLY".
- (b) The bidder **must provide a reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, COMPENSATION FUND

reserves the right to treat substantiation evidence that cannot be located in the bid response as "NOT COMPLY".

The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.

Technical Mandatory Requirements (Non-compliance with the below technical mandatory requirements will result in the disqualification of proposals).

Compliance	Comply Yes or No	Reference (page number)
Accreditation certificate attached.		
Technical specification and quantities for equipment has been met		

13.3 PHASE 3: EVALUATION ON FUNCTIONALITY

- a) An evaluation panel will be established by the Fund, made up of members of the Evaluation Committee. Bids will be evaluated strictly according to the bid evaluation criteria set out below.
- b) The bid proposals will be subjected to a due diligence process where bid proposals will be evaluated on mandatory requirements. Bids who fail to provide all the mandatory requirements will not proceed to the second phase of evaluation which is evaluation on functionality.
- c) A minimum threshold of 70% for the technical elements must be attained; otherwise the bid will be regarded as non-responsive and be disqualified.
- d) Bids that meet the 70% minimum threshold on functionality will be shortlisted further for the fourth phase which is Price/BBBEE.

EVALUATION CRITERIA

	DESCRIPTION	WEIGHT	Reference (page number)
	FUNCTIONALITY	100	
1.	Service Provider's accreditation status (Bronze, Gold, Silver and Platinum) To be attached as part of the proposal	20	
2.	Detailed project plan inclusive of timelines (total duration in weeks) to deploy the equipment in provinces. Duration must include the total duration for the project, excluding the equipment ordering time frames. The points will be allocated based on the shortest duration of implementation of the project. Note: Delivery times are normally 4-8 weeks and are determined by the OEM	30	
3.	The service provider's available footprint Country wide to render effective and efficient maintenance over a 36 month period. The bidder's turnaround time for responding to reported	20	
4.	Track record and experience of the company in supply, installation and configuration of desktops or laptops (including connection to printers). Contactable corporate and governmental references must be submitted. (Provide signed reference letters on a letterhead, name/surname/contact details of the company from a minimum of three (3) references confirming recent work done in the relevant field). (this must be a positive letter confirming the service rendered in the supply, installation	30	

	and configuration of desktops and laptops including connection to printers. Contactable corporate references (Supply letters from a minimum of three (3) references confirming recent work done in the relevant field)		
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13.4 EVALUATION ON PRICE/BBBEE

1. Bid proposals will be evaluated in accordance with the 80/20 - preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

- 1) The points in respect of price will be calculated on the ceiling price of the bid. The calculation of price points will be done using the prescribed price formula set in the regulations to the PPPFA.

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

Where:

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin= Price of lowest acceptable bid

The following table will be used to calculate the score out of 20 for B-BBEE:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

The bidder must submit proof of its B-BBEE status level of contribution

14. RULES OF BIDDING/ SPECIAL CONDITIONS CONTRACT

- a) The Fund will enter into a single contract with a single company for the delivery of the work set out in these terms of reference. It will be expected that the contracted company have necessary expertise secured via subcontract, or under a joint venture arrangement.
- b) Tax Compliance PIN number issued by SARS must be submitted by all South African companies submitting bids as part of a consortium or joint venture.
- c) Foreign company providing proposals must become familiar with local conditions and laws, and take them into account in preparing their proposals.
- d) Bids must be submitted in South African Rands, on a fixed price basis.
- e) The cost of preparing bids and of negotiating the contract will not be reimbursed.

- f) The Fund is not bound to accept any of the bids submitted.
- g) The Fund reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference.
- h) The Fund reserves the right to call interviews with short-listed bidders before final selection.
- i) The Fund reserves the right to negotiate price with the preferred bidder.
- j) Company may ask for clarification on these terms of reference up to close of business 48 hours before the deadline for the submission of bids. Any request for clarification must be submitted in writing by email and will be replied to in writing by email. SCM.Enquiries@LABOUR.gov.za.
- k) The Fund reserves the right to return late bid submissions unopened.
- l) The Fund reserves the right not to evaluate bids that are not submitted in the format specified in these terms of reference. Failure to submit the bids in the specified format will invalidate your bid.
- m) A company may not contact the Fund or any member of the bid committees, on any matter pertaining to their bid from the time when bids are submitted to the time the consultant contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any matter, may result in rejection of the bid concerned.
- n) The deadline for submission of bids is 11h00 on 10 August 2021
- o) The required service must commence one week after the official order has been placed and contract signed.
- p) Incomplete tenders, late tenders and tenders received telegraphically or per facsimile will not be accepted.

- q) The personnel of the civil company shall adhere to security regulations of the Fund. This entails issues like locking all valuables and computer equipment, remove of any computer equipment from the CF's premises.
- r) A two envelopes must be used, one envelope containing only the price proposal and the other envelope containing the technical proposal, tax Compliance pin, and related tender documents.

Bids must be submitted by hand to:

The Compensation Fund
167 Thabo Sehume,
Delta Heights Building,
Pretoria CBD, 0001

Bids must be clearly marked:

- I. Bid Number TCF 15: 2021/22
- II. Procurement of Self-Help Kiosks for Labour Centres
- III. Compensation Fund: Supply Chain Management
- IV. Attention: Acquisition Management

15. GENERAL CONDITIONS OF CONTRACT

The general conditions of contract as enclosed in the standard bidding documents apply.

16. NON- COMPULSORY BRIEFING SESSION

Attendance of briefing session is not compulsory. The briefing session will be done virtually and the meeting link will be shared through communication with Supply Chain Management.

17. ENQUIRIES

SCM.Enquiries@LABOUR.gov.za

ANNEXURE A PRICING SCHEDULE

Please note that the total tender price, including VAT, must also be completed on the SDB 3.3 tender document which is enclosed in the electronic tender pack.

Kiosk Projects Pricing Plan

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT PRICE INCLUDING VAT	TOTAL
1. Kiosks	1.1. Think Centre 1.2. Screen 1.3. Keyboard & Mouse 1.4. Custom Stand 1.5. Operating System 1.6. Warranty	90		
2. Workstation	2.1. PC 2.2. Keyboard & Mouse 2.3. Operating System 2.4. Warranty	2		
3. LFDs	3.1. LFDs 3.2. Warranty	40		
4. Printers		32		
5. Installation & Configuration:	(Including After hours, Overtime, Travelling & Accommodation)			
6. Project Manager				
7. Support and Maintenance.		3 Years	Year 1: Year 2: Year 3:	R R R
			Excluding VAT	
			GRAND TOTAL	R

Please note that the Grand total tender price, including VAT, must also be completed on the SDB 3.3 tender document which is enclosed in the electronic tender pack. Attach quotation as well.

NB: Please note the Rate of Exchange at the time of pricing. Prices must be fixed and valid from closing date of tender until appointment and deployment of goods and services

ANNEXURE B

Detailed Guideline for evaluation on functionality (Page12)

Scoring Guideline for Functionality – For Internal use only!

Scoring Guideline for Self- Help Kiosks for Labour Centres

The Bidder's information will be scored according to the following points system:

Criteria		Score
1	Service Provider's accreditation status (Bronze, Gold, Silver and Platinum) To be attached as part of the proposal	20
2	Proposal responsive to CF requirements Project plan exceeds 6 weeks and longer Project plan between 5 and 6 weeks Project plan between 3 and 4 weeks Project plan between 1 and 2 weeks Delivery of Kiosks, PCs, LFDs and Printer devices.	30
3	The service provider's available footprint Country wide to render effective and efficient maintenance over a 36 month period. The bidder's turnaround time for responding to reported faults.	20
4	Track record and experience of the company in supply, installation and configuration of desktops and laptops including connection to printers. Contactable corporate references (Supply letters from a minimum of three (3) references confirming recent work done in the relevant field (this must be a positive letter confirming the service rendered in the provision of desktops and laptops including connection to printers.	30
Total		100

CRITERIA 1 (Service provider accreditation status))	Score
No accreditation	0
Bronze accreditation.	5
Silver accreditation.	10
Gold accreditation.	15
Platinum accreditation.	20

CRITERIA 2 (Proposal responsive to CF requirements)	Score
Bidder with Delivery Period longer than 15 weeks	0
Bidder with 10 – 15 weeks Delivery period	10
Bidder with 6 – 9 weeks Delivery period	20
Bidder with less than 6 weeks Delivery period	30
Penalty will be imposed for late deliveries versus what is in the proposal	

CRITERIA 3 (The service provider's available footprint Country wide to render effective and efficient maintenance over a 36 month period). The bidder's turnaround time for responding to reported faults. SLA for onsite support within 8 working hours	Score
Longer than 2 Business Days	0
2 Business Days	5
Next Business Day	10
From 4 to 8 hours	20
Penalty will be imposed as per SLA	

CRITERIA 4 (Track record and experience of the company in supply, installation and configuration of desktops, laptops, printers and large format displays)	Score
No letter provided by corporate references (less than three (3) letters)	0
Letters from three (3) corporate references provided with positive comments confirming the service rendered in the provisioning of desktops and laptops including connection to printers.	15
Letters from four (4) corporate references provided with positive comments confirming the service rendered in the provisioning of desktops and laptops including connection to printers.	20
Letters from five (5) corporate references provided with positive comments confirming the service rendered in the provisioning of desktops and laptops including connection to printers.	30

ANNEXURE

CLABOURCENTRE'S ADDRESSES

		No OF Units
Town	Address & Contacts	
Brakpan	Old Post Office Building, Cnr Voortrekker and High Streets	3
Springs	Expo Building, 2nd Floor Cnr 7th Street and Park Avenue	3
Germiston	Volkscas Building, 141 Victoria Street	3
Vanderbijlpark	Nashua Centre, 64 Eric Louw Street	3
Carletonville	Cnr Osmium and Amethyst Streets	3
Randfontein	Fountain Plaza, 2 Main Reef Road	3
Krugersdorp	Foley Street, 6 Factoria	3
Sandton	9th Street, 424 Marlboro	3
Garankuwa	Setlalentoa Street, Zone 5	3
Soshanguve	2322 Block F, Neat & Fast Building	3
Mamelodi West	Mini Munitoria building, 17281 Makhubela Street	3
		33

Town	Address & Contacts	
Burgersfort	216 Ribbok Streettel, Tel:(013) 231 8913/4/5	1
Phalaborwa	21 Potgieter Avenue, Tel: (015) 781 5114	1
Tzaneen	Boulevard Building, 73 Agatha Street, Tel: (015) 306 2600	2
Thohoyandou	Stand no 68 & 69 Golgotha, Tel: (015) 960 1300/16	2
		6

Town	Address & Contacts	
Brits	Reinaldo Building, Cnr McClean and Korporasie Streets, Tel:(012)	3
Christiana	Suidwes Building, 3 Pretorius Street, Tel:(053) 441 2120	3
Lichtenburg	45 Church Street, Tel: (018) 632 4323	3
Mogwase	Block K, Ground Floor, Tel: (014) 555 5693	3
Rustenburg	Cnr Steen and Mandela roads, Tel: (014) 592 8214	3
Taung Station	Stand 232, Behind Taung Station Post Office, Tel:(053) 994 1679	3
Vryburg	27 Nelson Street, Tel:(053) 927 5221	3
		21

Town	Address & Contacts	
Barberton	Shop No 11, Eureka Centre, Nourse Street, Tel: (013) 712 3066/335	3
Emalahleni	36 Mandela Avenue, Corner Escombe & Nelson Mandela Street, 1	3
KwaMhlanga	Building No 6, Government Building, Tel:(013) 947 3173/2484/337	3
Malelane	1st Floor ABSA Building, 19 Lorenzo Road, Tel:(013)-7901528 / 168	3
Lydenburg	51 De Klerk Street, Tel: (013) 235 2368/9	3
Bethal	9 Vuyisile Mini Street, Tel: (017) 647 2383/5212	3
Eestehoeck	89 Embuleni Hospital Road, Mkwanazi Complex, Tel: (017) 883 2	3
Nelspruit	29 Brown Street, Alroe Park, Tel: (013) 753 2844/5/6 / 755 2640	3
Piet Retief	Balalas Building, 42 Kotze Street, Tel: (017) 826 1883/4	3
Standerton	Caroto Building, 14 Vry Street, Tel: (017) 712 1351/4809	3
		30
		90

Annexure D

APPROVED DESIGN - PES KIOSK



PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....

Bid number: **TCF 15: 2020/21**

Closing Time **11:00**

Closing date: **10 August 2021.**

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

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

-
- Required by:
 - At:
.....
 - Brand and model:
 - Country of origin:
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis:

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:.....
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
.....

Position occupied in the state institution:
.....

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder,
 aware of any relationship (family, friend, other) between
 any other bidder and any person employed by the state
 who may be involved with the evaluation and or adjudication
 of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

1. DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS
CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME
SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

i)

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE
Status level certificate issued by an authorized body or person;
 - 2) A sworn
affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other
requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: = (maximum of 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted..... %

- ii) The name of the sub-contractor.....

- iii) The B-BBEE status level of the sub-contractor.....

- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in
business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate,
qualifies the company/ firm for the preference(s) shown and I / we acknowledge
that:

- ii) The information furnished is true and correct;
- iii) The preference points claimed are in accordance with the General Conditions
as indicated in paragraph 1 of this form;
- iv) In the event of a contract being awarded as a result of points claimed as
shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish
documentary proof to the satisfaction of the purchaser that the claims are
correct;
- v) If the B-BBEE status level of contributor has been claimed or obtained on a
fraudulent basis or any of the conditions of contract have not been fulfilled, the

purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1.
- 2.

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE
AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT.

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

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 X 85, 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 organization acting on behalf of the Department.
- 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 those 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 10 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 fulfilment 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

- 5.1 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 cancelling 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 deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
 - (ii) The date of commencement of the restriction

- (iii) The period of restriction; and
- (iv) The reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination 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
 - (c) The purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or wilful 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 exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.