employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

UIF
WORKING FOR YOU

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUCCESSFUL BIDDER TO PROVIDE SUPPORT AND MAINTENANCE OF THE QUEUE MANAGEMENT SYSTEM (QMS) AT THE UNEMPLOYMENT INSURANCE FUND FOR PERIOD OF THREE (3) YEARS.

TENDER NUMBER	:	UIF9/2021
DATE ISSUED	:	15 October 2021
CLOSING DATE AND TIME	:	19 November 2021 at 11h00
BID VALIDITY PERIOD	:	90 Calendar days
TENDER BOX ADDRESS	:	Unemployment Insurance Fund ABSA TOWERS Ground Floor 230 Lillian Ngoyi Street Pretoria 0002
TENDER BRIEFING SESSION	:	**Refer to paragraph 4 on page 4**

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A BID PROCEDURES AND APPLICABLE LEGISLATION

1. INTRODUCTION

The Unemployment Insurance Fund (UIF) is a schedule 3A public entity in terms of the Public Finance Management Act (PFMA), Act 1 of 1999. The supreme mandate of the Unemployment Insurance Fund (UIF) is derived from section 27(1) (c) of the Constitution of the Republic Of South Africa. The Unemployment Insurance Fund provides social security to its contributors in line with section 27(1) (c) which states that "everyone has the right to social security".

The mandate of the Unemployment Insurance Fund is stated in the Unemployment Insurance Act, No 63 of 2001 (as amended). The Unemployment Insurance Fund was established in terms of section 4(1) of the Unemployment Insurance Act. The Act empowers the Unemployment Insurance Fund to register all employers and employees in South Africa and pay those who qualify for unemployment insurance benefits.

2. PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidders to provide for a service provider to provide support and maintenance of the Queue Management System (QMS) at the Unemployment Insurance Fund for period of three (3) years.

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3. LEGISLATIVE FRAMEWORK OF THE BID

3.1 Tax Legislation

In terms of Preferential Procurement Regulations (2017), no tender may be awarded to any bidder 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 or the MAAA number obtainable when registering on the CSD. This is required in order for the Fund to verify the tax status of a bidder as part of the tender proposal, in order for the Fund to verify compliance to the Unemployment Insurance Act (UIA). The bidder must also ensure that all sub-contractors (if applicable) are tax compliant.

It must be noted that bidders must not only be compliant when submitting a proposal to the Unemployment Insurance 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).

3.2 Unemployment Insurance Act, 63 of 2001 (as amended)

The mandate of the Unemployment Insurance Fund is stated in the UIA. The UIF was established in terms of section 4(1) of the UIA No 63 of 2001 (as amended). The Act empowers the UIF to register all employers and employees in South Africa and pay those who qualify for unemployment insurance benefits.

3.3 Unemployment Insurance Contributions Act (UICA), 4 of 2002

Section 9 of the UICA empowers the Unemployment Insurance Commissioner to collect contributions from all those employers who are not required to register as employers in terms of the fourth schedule to the Income Tax Act (ITA) and are not liable for the payment of the skills development levy in terms of the Skills Development Act. These contributions, together with those collected by the SARS Commissioner, in terms of section 8 of the UICA, are used to pay benefits and any other expenditure reasonably incurred relating to the application of the UIF Act.

Bidders must include a compliance certificate as part of their bid proposals which is obtainable from:

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Table 1

Name	Designation	Contact Details (including e-mail address)
Central e-mail address: To be used by service providers and bidders for application purposes.		Compliance@uif.gov.za or Tenderletter@uif.gov.za if you don't have employees qualifying to be registered by the UIF 012 337 1448
Ms TJ Gabela	Assistance Director: Compliance	Jabu.Gabela@labour.gov.za 012 337 1485/ 082 600 9368
Mr SN Gumede	Deputy Director: Compliance	Siphamandla.gumede@labour.gov.za 012 337 1448 / 082 600 9568

3.4 Procurement Legislation

The Unemployment Insurance Fund has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003) and the Unemployment Insurance Fund Act.

3.5 Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the required services.

4. BRIEFING SESSION

A virtual briefing- and clarification session will be held on 29 October 2021 at 10h00 via the E Teams platform to clarify to bidder(s) the scope and extent of work to be executed by the bidder. **Attendance is optional but highly recommended.** Bidders who wish to attend the session should provide their email addresses to UIFTenders@labour.gov.za. A link to the virtual session will be provided to all bidders who provided their email addresses before 28 October 2021 at 15:00.

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5. CLARIFICATION QUERIES

Bidders may raise any clarification queries and forward these via email to **UIFTenders@labour.gov.za**. The final date and time for receipt of clarification queries is 12 November 2021, at 15:00.

The UIF undertakes to respond to all queries duly received by 16 November 2021 at 17h00. All clarification queries received and responses provided will be uploaded on the National Treasury eTender portal up to three (3) working days before the closing of the bid.

6. TIMELINE OF THE BID PROCESS

The period of validity of the tender and the withdrawal of offers, after the closing date and time is ninety (90) calendar days commencing from the tender closing date. The project timeframes of this bid are set out below:

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Table 2

Activity	Due Date
Advertisement of bid on National Treasury's E-tender portal and the Government Tender Bulletin:	**15 October 2021**
Briefing session, if applicable:	**29 October 2021**
Closing date for questions from prospective bidders relating to the Bid:	**12 November 2021**
Bid/Tender closing date:	**19 November 2021**

Prospective bidders must also take note of the following:

6.1 All dates and times in this bid document are South African standard times.

6.2 Any time or date in this bid is subject to change at the Unemployment Insurance Fund's discretion.

6.3 The establishment of a time or date in this bid does not create an obligation on the part of the Unemployment Insurance Fund to take any action, or create any right in any way for any bidder to demand that any action is taken on the date established.

6.4 The bidder accepts that, if the Unemployment Insurance Fund extends the deadline for the submission of bids (the Closing Date) for any reason, the requirements of this bid will apply equally to the extended deadline.

7. CONTACT AND COMMUNICATION

7.1 Bidder(s) can make enquiries in writing: e-mail **UIFTenders@labour.gov.za** regarding this bid.

7.2 The delegated office of the Unemployment Insurance Fund may communicate with bidders where clarity is sought regarding the bidding process or the specifications as set out in this document, provided that such communication takes place prior to the closing date of the bid.

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7.3 Bidders must note that communication with an official or a person acting in an advisory capacity for the Unemployment Insurance Fund in respect of the bid is discouraged between the closing date and the award of the bid.

7.4 Communication during this stage of the bid process can only take place between officials from the Fund and bidders in writing.

7.5 Whilst all due care has been taken in connection with the preparation of this bid, the Fund 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. The Unemployment Insurance Fund, and its employees and advisors will not be liable with respect to any information communicated that may not be accurate, current or complete.

7.6 If bidders find or reasonably believe they have found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Unemployment Insurance Fund (other than minor clerical/administrative matters), such bidders must promptly notify the Fund in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Fund an opportunity to consider what corrective action is necessary (if any).

7.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the Unemployment Insurance Fund will, if possible, be corrected and provided to all bidders without attribution to the bidders who provided the written notice.

7.8 All persons (including bidders 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 tender proposal in response to this bid.

8. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid document, will not be accepted for consideration and where practical, be returned unopened to the bidder(s). In terms of the Fund's policies, the closing time for all tenders is 11h00. Telkom's 1026 number is used to determine the accuracy of the closing time.

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9. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by Bidders or qualifying any bid conditions may result in the invalidation of such bids.

10. FRONTING

10.1 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 condemn any form of fronting.

10.2 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 the onus would be on the bidder/contractor to prove that fronting does not exist. Failure to do so within a period of fourteen (14) working days from the 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 (10) years. This is in addition to any other remedies the Unemployment Insurance Fund may have against the bidder/contractor concerned.

11. SUPPLIER DUE DILIGENCE

The Unemployment Insurance Fund reserves the right to conduct supplier due diligence prior to the final award or at any time during the contracting period. In terms of National Treasury Instruction Note 32 of 2011, the Fund must ensure that a due diligence process is conducted to determine whether a bidder has the capability and ability to execute the contract. In order to give effect to this legislative requirement, the Fund may choose to conduct site visits and/or perform risk profile analysis and/or undertake financial viability exercises. Contractual arrangement may include the results of the due diligence audit.

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12. SUBMISSION OF PROPOSALS

Bidders must take note of the following regarding the submission of proposals/bids:

12.1 Bid documents must be placed in the tender box at the aforesaid address on or prior to the closing date and time of the bid as indicated in this document;

12.2 Bid documents will only be considered if received by the Unemployment Insurance Fund and placed in the tender box prior to the closing date and time;

12.3 Bidders must complete and sign the bid register when placing a bid in the tender box;

12.4 The bidder(s) are required to submit three (3) proposals: two (2) copies and one (1) original proposal by the closing date.

12.5 Each file must be marked correctly and sealed separately for ease of reference during the evaluation process.

12.6 Bidders are requested to initial each page of the tender document on the bottom right hand corner. **All mistakes made within the bid proposal should also be initialled. In addition, all pages in the bid submission tender document should be numbered.**

12.7 It is of utmost importance that bidders compile their proposals in the format as specified in Table 3 below:

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Table 3

File Content
Section 1: **Documents listed in Table 5, except for the pricing and B-BBEE documentation listed in Section 2 below.**
Section 2: • **SBD 3.1 form (Annexure D1)** • **Pricing Schedule (Annexure D2)** • **B-BBEE Certificate or Affidavit**
Section 3: • **Company Profile** • **Supplementary information such as Joint Venture Agreement(s) (if applicable); Sub-contracting Agreement(s) (if applicable); etc.**
Section 4: **Financial information as listed in paragraph 19.6**
Section 5: • **Mandatory documents listed under PART B -Technical Specification and Scope of Work.** • **Response to functionality criteria as indicated in Annexures A and B**
Section 6: **All other documents**

13. DURATION OF THE CONTRACT

The successful bidder will be appointed for a maximum period of thirty six (36) months.

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14. COMPLIANCE WITH UIF AND COMPENSATION FUND (CF) CONTRIBUTIONS AND DECLARATIONS

Bidders must comply for the Fund's requirements in terms of UIF and CF contributions, declarations and requirements. Bidders must note that the Fund will only award a contract to a bidder who is fully compliant in terms of UIF contributions and declarations and is in possession of a Valid COIDA letter of good standing. Information on the Fund's requirements is contained in the e-Compliance System User Guide attached to this bid document as Annexure J.

15. VETTING OF SERVICE PROVIDERS

The successful bidder(s) will be security screened (vetted) prior to the commencement of the contract. Therefore, bidders must include copies of the Identity Documents (ID) of the persons who own, manage and control the company.

Bidders will be evaluated in line with the Department of Employment and Labour (DoEL) / UIF policies.

16. JOINT VENTURES, CONSORTIUMS AND TRUSTS

Should a bidder chose to enter into a joint venture and/or consortium arrangement, bidders must submit concrete proof of the existence of such joint ventures and/or consortium arrangements. Details of partnerships and joint ventures must be provided as part of the bid proposal, if applicable. Relevant documentation relating to the above-mentioned must be included in the tender proposal.

The Fund will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

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17. SUB-CONTRACTING PRE AND POST AWARD

Subcontracting is a pre-requisite of this bid and is dealt with under paragraphs 19.2 and 19.5(b) and 34.

18. LOCAL CONTENT

N/A

19. EVALUATION AND SELECTION CRITERIA

19.1 MINIMUM STANDARDS

The Fund has set minimum standards (Phases) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

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Table 4

Phase 1	Phase 2	Phase 3	Phase 4
Pre-qualification	**Primary review of mandatory and other bid requirements**	**Technical Compliance**	**Price and B-BBEE**
Compliance with pre-qualification criteria. Non-compliance with this Phase will lead to disqualification and bids will not proceed to subsequent evaluation phases.	Bidders must submit all documents as outlined in paragraph 19.3 (Table 5) below. Only bidders that comply with ALL these requirements will be evaluated in Phase 3.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points for the technical evaluation criteria in order to proceed to Phase 4 (Price and BB-BEE).	Bidder(s) will be evaluated in terms of Regulation 6 of the 2017 Preferential Procurement Regulations. (Refer to paragraph 19.5 of this bid document for the detail

19.2 PHASE 1: PREQUALIFICATION CRITERIA

19.2.1 In addition, compliance in terms of all legislation as set out in this bid document is also applicable to any sub-contracting arrangement. Sub-contracting is a condition for tenders exceeding the value of R30 million. The Preferential Procurement Regulations, 2017 states that if feasible sub-contracting should be used to advance designated groups. It further states that if an organ of state applies sub-contracting as contemplated above, the organ of state must advertise the tender with a specific tendering condition that the successful bidder must contract a minimum of 30% of the value of the contract to an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).

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19.2.2 It is an **explicit condition of this bid** that only one or more of the following bidders may respond to this bid:

A bidder subcontracting a minimum of 30% to an EME or QSE which is at least 51% owned by black people.

Bidders are required to provide the details of sub-contractor(s) in line with SBD 6.1 which include the activities/business to be provided by the subcontractor(s). Furthermore, to indicate the measure of how the 30% of sub-contracting is calculated to substantiate the option of subcontracting a minimum of 30%.

19.2.3 Bidders are required to include in their submissions the following documentation in relation to sub-contractors:

- **Detailed proof of sub-contracting arrangements signed by both parties, the bidder and the sub-contractor(s);**
- **B-BBEE certificates;**
- **proof of CSD registration;**
- **proof of tax statuses; and**
- **SBD 1, SBD 4, SBD 8, SBD 9**

19.2.4 All sub-contracted suppliers must be registered on the Central Supplier Database. A report containing the list of potential subcontractors may be drawn by accessing the following link: www.csd.gov.za.

19.2.5 The Fund reserves the right to request any additional information and/or documentation from bidders should it deem necessary to do so.

19.2.6 Failure to meet the pre-qualification criteria will invalidate the bid submitted.

19.2.7 Once a bid has complied with the pre-qualification criteria, it would further be evaluated on **PHASE 2: Primary review of mandatory and other bid documents.**

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19.3 PHASE 2 – PRIMARY REVIEW OF MANDATORY AND OTHER BID DOCUMENTS

Without limiting the generality of the Fund's other critical requirements for this Bid, bidder(s) **must** submit the documents listed in **Table 5** below.

All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase, bidder responses will be reviewed to establish compliance with the listed administration and mandatory bid requirements.

Table 5

Bidders must submit all documents and information as per the table below:

Documents that must be submitted	Non-submission may result in disqualification	
Invitation to Bid – SBD 1 *(Annexure C)*	**Yes	Complete and sign the supplied pro forma document
• **SBD 3.1 *(Annexure D1)*** • **Pricing Schedule *(Annexure D2)***	**Yes	Bidders should Indicate the total tender price (inclusive of all applicable taxes) for the duration of the contract period on the SBD 3.1 Bidders should ensure that the total price in the pricing schedule (Annexure D2) corresponds with the price on the SBD 3.1 (Annexure D1)
Declaration of Interest – SBD 4 *(Annexure E)*	**Yes	Complete and sign the supplied pro forma document.
Preference Point Claim Form – SBD 6.1 *(Annexure F)*	**Yes	Complete and sign the supplied pro forma document. Non-submission will result in a zero score for B-BBEE

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Documents that must be submitted	**Non-submission may result in disqualification**	
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8 *(Annexure G)*	**Yes	Complete and sign the supplied pro forma document.
Certificate of Independent Bid Determination – SBD 9 *(Annexure H)*	**Yes	Complete and sign the supplied pro forma document.
Registration on Central Supplier Database (CSD)	**Yes	The bidders must be registered as service providers on the Central Supplier Database (CSD). Bidders who are not registered must proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. The proof is the registration certificate received from the CSD indicating the unique vendor number issued.
Tax Compliance Status PIN	***No	Bidders must provide a tax compliance status PIN or the MAAA number obtainable when registering on the CSD in order for the Fund to verify the tax status of all bidders who submitted proposals.
Valid UIF Compliance Certificate	****No	Bidders must provide a UIF compliance certificate (Refer to Annexure J for the detail) for the main bidder and the subcontractor/Joint Venture .
Valid COIDA Letter of Good Standing	****No	An Original Valid COIDA Letter of Good Standing is compulsory and must be attached for the main bidder and the subcontractor/Joint Venture.

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Documents that must be submitted	Non-submission may result in disqualification
Important note: *** Non-submission of the required pricing information, both the SBD 3.1 (Annexure D1) and the detailed pricing schedule (Annexure D2) in the bid proposal will lead to immediate disqualification.*** *****Incomplete and unsigned SBD forms that still exist at the Phase 2 evaluation stage will lead to disqualification*** ******Failure by a bidder to be tax compliant at the award stage or have written proof from SARS to verify their tax compliance status, or the arrangement the bidder has made with SARS to meet outstanding tax obligations, will lead to disqualification.*** ******* Failure by a bidder to be compliant UIF contributions and declarations at the evaluation or award stage will lead to disqualification (refer to Annexure J for detail).*** ******* Failure by a bidder to provide a Valid COIDA Letter of Good Standing at the evaluation or award stage will lead to disqualification.***	

19.4 PHASE 3 - TECHNICAL/FUNCTIONAL COMPLIANCE

All bidders are required to respond to the technical evaluation criteria scorecard (refer to ***Annexure A and B*** and primary criteria checklist (refer to Table 5).

Only Bidders that have met the Primary Criteria in **Phase 2** will be evaluated in **Phase 3** for functionality. Functionality will be evaluated in **Phase 3** as follows:

Bidders will be evaluated out of 100 points in respect of their expertise in the relevant field. Any bidder that scores less than 70 points out of 100 on functionality shall not be considered for **Phase 3** of the evaluation process.

Refer to Annexure B for the detailed scoring guideline on the applicable evaluation criteria that will apply.

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19.5 PHASE 4 - PRICE AND B-BBEE EVALUATION (80/20)

Only Bidders that have met the 70-point threshold in **Phase 3** will be evaluated in **Phase 4** for Price and B-BBEE. Price and B-BBEE will be evaluated as outlined in the paragraphs below.

It is <u>not foreseen</u> that the value of this bid will exceed R50 million. Therefore, in terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

Price: 80

Bidders must ensure that a comprehensive and relatively competitive bid price inclusive of VAT and all other related costs are submitted in terms of the price/rates proposal. The quoted price must be for the full duration of the contract period.

Bidders must also complete the enclosed SBD 3.1 (Annexure D1) that forms part of the tender pack provided to all bidders.

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B-BBEE Contribution Status Level: 20

Bidders will score a minimum of 0 (zero) points and a maximum of 20 (twenty) points, depending on their level of B-BBEE contribution status.

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

Stage 1 – Price Evaluation (80 Points)

The following formula will be used to calculate the points for price:

Where:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

Stage 2 – B-BBEE Evaluation (20 Points)

B-BBEE Points allocation

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

Table 7

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

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However, if it become unclear during the course of the bidding process which preference point system will be applicable, then either the 80/20 or the 90/10 preference point system will apply and the lowest acceptable bid will be used to determine the applicable preference point system.

B-BBEE points will be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- An original or valid B-BBEE Certificate or a certified copy thereof issued by a verification agency accredited by SANAS or an affidavit if applicable which ever is applicable to the bidder (refer to Table 8 below for more detail).
- Bidders must note that a B-BBEE compliance certificate or affidavit must be included as part of the proposal in order to claim B-BBEE points.

The checklist below (refer to **Table 8**) indicates the B-BBEE documents that must be submitted for this tender. Failure to submit the listed documents in will result in the bidder scoring zero in terms of B-BBEE preferential procurement provisions. However, such a bidder will not be excluded from the tender process.

Table 8

Classification	Turnover	Submission Requirement
Exempted Micro Enterprise (EME)	Below R10 million p.a.	A sworn affidavit signed by the EME representative and attested by a Commissioner of Oath or a certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency.
Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	A sworn affidavit in relation to Level 1 and 2 QSEs and a certified copy of the B-BBEE Rating Certificate from a SANAS accredited rating agency for all other QSEs above level 1 and 2.

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Classification	Turnover	Submission Requirement
Generic Enterprise (Large Businesses)	Greater than R50 million p.a.	A certified copy of the B-BBEE Rating Certificate from a SANAS Accredited rating agency.
*Visit http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen to obtain the template of the correct format for the required sworn affidavit.		

(a) Joint Ventures and Consortiums

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate. The certificate must have been issued by a SANAS accredited verification agency.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. These B-BBEE certificates must have been issued by a SANAS accredited verification agency.

(b) Sub-contracting

Bidders / tenderers who want to claim Preference points will have to fully comply with regulation 7(5) and 12(3)of the Preferential Procurement Regulations 2017 with regard to sub-contracting which states that:

"7(5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has capability to execute the subcontract.

12 (3) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

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Stage 3 (80 + 20 = 100 points)

The Price and B-BBEE points will be consolidated.

19.6 FINANCIAL STATEMENT ANALYSIS

A Financial Statement Analysis will be conducted on the qualifying bidder(s) after the completion of Pricing and B-BBEE evaluation.

As a minimum requirement, the bidder must submit confirmation of its financial soundness to prove that it is a going concern. This could be done through one of the following options:

(i) audited financial statements signed by the relevant parties; or

(ii) proven statistics for the last financial year; or

(iii) other form of documentary evidence to that effect; or

(iv) through a letter signed by the CEO/ CFO indicating the financial statistics.

The information provided must cover the last full financial year **and** it must confirm in writing or must prove that the relevant party is a going concern.

In the case of an unincorporated Joint Venture (JV), the separate annual financial statements of all the entities forming part of the JV should be submitted. A copy of the JV legal agreement detailing the percentage ownership of each entity should also be included in the submission. Incorporated JVs must submit financial statements in the name of the incorporated JV entity.

Note should be taken that the successful bidder(s) might be required to submit audited financial statements during the contract period should the Fund deem it necessary to mitigate any risks that may arise during this period.

20. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon:

20.1 The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract (refer to ***Annexure I***) as the minimum terms and conditions upon which the Fund is prepared to enter into a contract with the successful bidder(s);

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21. CONTRACT PRICE ADJUSTMENT/ANNUAL ESCALATION

Annual escalations should be CPI related as published by Stats SA.

22. SERVICE LEVEL AGREEMENT / CONTRACT

22.1 Upon award of the tender, the Fund and the successful bidder(s) will conclude a contract / service level agreement regulating the specific terms and conditions applicable to the goods and/or services being procured by the Fund.

22.2 The bid specifications of this bid will form an integral part of the contract / service level agreement tender document and therefore bidders must clearly indicate in their proposals whether the specific goods and/or services offered are according to specification or not.

23. SPECIAL CONDITIONS OF THIS BID

The Fund reserves the right:

23.1 not to award or to cancel this tender in terms of Regulation 13(1) of 2017 which provides for cancellation (i) should there be no longer a need for the goods/services; (ii) funds are no longer available to cover the total envisaged expenditure; (iii) no acceptable bid is received; and (iv) there is a material irregularity in the tender process.

23.2 to negotiate a market-related price with a bidder in accordance with the provisions of Regulation 9(b) of the Preferential Procurement Regulations, 2017;

23.3 to accept part of a tender rather than the whole tender;

23.4 to carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid;

23.5 to correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process;

23.6 to conduct Financial Analysis only on the recommended bidder(s) after completion of the pricing and B-BBEE evaluation stage. In this regard bidders are referred to

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paragraph 19.6 of this bid which outlines the financial documentation required from bidders.

23.7 not to award the tender to the bidder whose financials provided are not in order.

23.8 award to multiple bidders to spread the risk.

24. THE FUND REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

Confirm that the bidder(s) is to –

24.1 act honestly, fairly, and with due skill, care and diligence, in the interests of the Fund;

24.2 have and employ effectively the resources, procedures and appropriate technological systems and equipment for the proper performance of the services;

24.3 act with circumspection and treat the Fund fairly in a situation of conflicting interests;

24.4 comply with all applicable statutory or common law requirements applicable to the conduct of business;

24.5 make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the Fund;

24.6 avoidance of fraudulent and misleading advertising, canvassing and marketing;

24.7 conduct their business activities with transparency and consistently uphold the interests and needs of the Fund as a client before any other consideration; and

24.8 to ensure that any information acquired by the bidder(s) from the Fund will not be used or disclosed unless the written consent of the client has been obtained to do so.

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25. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

The Fund reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the Unemployment Insurance Fund or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity") -

25.1 engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

25.2 seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

25.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Fund's officers, directors, employees, advisors or other representatives;

25.4 makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

25.5 accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

25.6 pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

25.7 has in the past engaged in any matter referred to above; or

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25.8 has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

26. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

26.1 The bidder should note that the terms of this bid will be incorporated in the proposed contract with the successful bidder by reference, and that the Fund relies upon the bidder's response to this bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

26.2 It follows therefore, that misrepresentations in a bid response / proposal may give rise to service termination and a claim by the Fund against the bidder notwithstanding the conclusion of the Service Level Agreement between the Fund and the bidder for the provision of the service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

27. PREPARATION COSTS

The bidder will bear all its costs in preparing, submitting and presenting any response or proposal to this bid and all other costs incurred by the bidder throughout the bid process. Furthermore, no statement in this bid will be construed as placing the Fund, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder in the preparation of their response to this bid.

28. INDEMNITY

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

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29. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this bid document by reference.

30. LIMITATION OF LIABILITY

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

31. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. The Fund reserves the right to withdraw an award made, or cancel a contract concluded with the successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or whose verification against the Central Supplier Database (CSD) proves to be non-compliant. It remains the duty of a successful bidder to remain tax compliant for the full duration of the contract.

32. NATIONAL TREASURY - PROHIBITED BIDDERS

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

33. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

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

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that the Fund allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the Fund will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors. However, the successful bidder may not change sub-contracting arrangements for the duration of the contract period without the explicit written approval of the Fund.

35. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the Fund's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by the Fund remain proprietary to the Fund and must be promptly returned to the Fund upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidders must secure the Fund's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process that follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

No confidential information relating to the process of evaluating or adjudicating tenders or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

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36. THE FUNDS PROPRIETARY INFORMATION

Bidders must on their bid cover letter make a declaration that they did not have access to any of the Fund's proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidders.

37. PROPOSAL SUBMISSION CHECKLIST

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PROPOSAL SUBMISSION CHECKLIST			
No	**Description**	**Yes**	**No**
1.	One original and two copies prepared for submission on closing date (paragraph 12.4, page 9)		
2.	Each page of the proposal numbered and initialed as well as changes within pages initialed (paragraphs 12.6, page 9)		
3.	Valid UIF Compliance certificate enclosed: UIF contributions and declarations up to date (Refer to Annexure J for detail) (paragraph 14, page 11)		
4.	Valid COID Compliance certificate enclosed: CF contributions and declarations up to date (Refer to Annexure J for detail) (paragraph 14, page 11)		
5.	Contents of the proposal document is according to Table 3 (paragraph 12.7, page 9)		
6.	Copies of ID's included for vetting (paragraph 15, page 11)		
7.	Financial information as listed in paragraph 17.5 (paragraph 19.6, page 22)		

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PROPOSAL SUBMISSION CHECKLIST			
No	**Description**	**Yes**	**No**
8.	Sworn affidavit or certified copy of B-BBEE rating certificate from a SANAS accredited rating agency Page 18		
9.	SBD documents listed in Table 5, pages 15,16-17: Completed and signed pro forma documents submitted for - SBD 1 *(Annexure C)*, SBD 4 *(Annexure E)*, SBD 6.1 *(Annexure F)*, SBD 8 *(Annexure G)*, SBD 9 *(Annexure H)*; SBD 3.1: The total tender price inclusive of VAT for the duration of the contract period must be completed and submitted as part of the proposal (see Annexures D1 and D2 for detailed pricing requirements)		
10.	TAX Compliance status PIN/Tax clearance certificate (Table 5, pages 16-17)		
11.	Proof of registration on the Central Supplier Database (CSD) (Table 5, page 17)		
12.	Additional bid specific mandatory document requirements are listed under Part B – technical specification and scope of work of this bid document. (page 31)		

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PART B – TECHNICAL SPECIFICATION AND SCOPE OF WORK

1. BACKGROUND AND SCOPE OF WORK

1.1 BACKGROUND

The Fund's ICT directorate is responsible for providing ICT support in the Fund, which include providing application support, business analysis, system development and database administration.

The Fund has implemented the Queue Management System at one hundred and twenty-six (126) Labour Centres across the country.

The successful bidder will provide maintenance and support as well as future system enhancements that may be required for a period of three (3) years.

2. Scope of work

a) Support and maintenance of the existing system for a period of three (3) years to all one hundred and twenty-six (126) Labour centres across the nine (9) provinces;

b) Implementation of future system enhancement;

c) Provide service to all existing components of the provided QMS so that it is continuously in good operational state;

d) The successful bidder must supply the QMS equipment, setup, configuration, installation approximately at fifty (50) Labour Centres where the equipment was stolen or damaged as when it is required.

e) The successful bidder must supply the consumables (ticket roll replenishment);

f) Repair or replacement of any faulty/damaged equipment within a working day of such equipment being reported as out of service;

g) Repaired/replaced equipment must be reinstalled back to the site;

h) All QMS consumables must be regularly replenished at the sites where the QMS is installed;

i) Update all QMS software components at all the Labour Centres with the latest stable version available;

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3. Technical Requirements (Software and Hardware)

The UIF has installed the Qmatic Orchestra software at 126 Labour Centres across South Africa in all 9 provinces. The requirements regarding the Queue Management System are as follows:

3.1 Software Maintenance and Support

a) Maintenance and support must only be provided by Certified Qmatic Technicians/Prospective Bidder.
b) The successful bidder must provide 24X7 monitoring of the system.
c) The successful bidder will be serving as a second line support to Department of Labour for the UIF contract.
d) The successful must provide off-site support.
e) The successful must provide on-site support.
f) The successful bidder must ensure that the Fund has access to the latest software patches.
g) The successful bidder must ensure that the Fund has access to software upgrades.
h) Information about values and benefits of patches and upgrades.
i) Extended warranty for Hardware (only if requested, quoted and approved).
j) Running of ad-hoc reports on request from UIF
k) Communication of reports, issues impacting SLA or service availability and resolutions to all stakeholders such as IT, Customer Experience and concerned parties and users on time.
l) Perform activities mentioned in the list of responsibilities/SOP of application to ensure smooth function of Business.
m) The successful bidder will be required to Troubleshoot and do root cause analysis
n) In case of any emergency or specific requirements support needs to be provided beyond the hours specified above on request of the relevant Operations Manager or as per understanding of the requirement.

3.2 Hardware Maintenance and Support – List of hardware installed per Labour Centre

Most Labour Centres have the same hardware, some may have more display screens or less. The prospective bidder must provide support and maintenance to all one hundred and twenty-six (126) labour centres that have been installed below listed Qmatic equipment's:

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ITEM DESCRIPTION	QTY
Qmatic Hardware	1
Intro 8 Printer	1
Branch Hub	1
Choral Unit	1
Satellite Box	1
Power Supply 2.5A	1
3rd Party Hardware	
Customer Feedback 10" Tablets	2
Tablet Stand	2
Mobile Printers	1
HDMI Extender Receiver - TX	1
HDMI Extender receiver - RX	2
Sound System Amplifier	1
Digital Media Screens with brackets	2
Vcom 0.5m HDMI Cable	2
1.8 3.5mm Stereo / RCA M Cable	1
10 way multiplug	1
Vcom 1.8m Pass USB extension cable	2
8 port POE switches	1
2 Pin adaptor plugs	7
5 Port Desktop Switch	1
6U Cabinet with shelve	1
Wall mount Speakers	3

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NB: The successful bidder must conduct a site visit each labour centre at least once a month to verify if the Queue Management System is still operational and address all the system challenges. The list of labour centres and address have been stipulated below:

Labour Centres and Addresses:

Eastern Cape Province:

Labour Centre's	**Physical Address**
Aliwal North	80 Somerset Street Aliwal North 9750
Butterworth	Corner Umtata & Meryman Streets Bungalow Mall Butterworth 4960
Cradock	73 Frere Street Cradock 5880
East London	Igi Building Ensuco House Corner Oxford And Hill Street East London 5201
Graaf Reinet	63 Church Street Graaf Reinet 6280
Grahams Town	20 High Street Grahamstown 6140
King Williams Town	34 Arthur Street King William's Town 5600
Lusikisiki	Corner Stanford & Jacaranda Street Lusikisiki 4820

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Maclear	Royal Hotel Maclear, 5780
Queenstown	10 Robinson Road Queenstown 5320
Port Elizabeth	Vsn Centre 116 – 134 Goven Mbeki Avenue Port Elizabeth 6000
Mdantsane	Mzaule Street Mdantsane High Way 5219
Queenstown	10 Robinson Road Queenstown 5320
Mthatha	Erf 106 Chatham Street Mthatha 5100
Uitenhage	15a Chase Street Uitenhage 6230
Mount Ayliff	26 Bridge Street Mount Ayliff 4735

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Free State Province:

Labour Centres	Physical Address
Bloemfontein	Allied Building C/O Charlotte Maxeke And West Burger Streets P.O. Box 2058 Bloemfontein, 9300
Kroonstad	2 Buitekant Street P.O. Box 437 Kroonstad, 9500
Ficksburg	28 Voortrekker Street P.O. Box 655 Ficksburg, 9730
Bethlehem	37 Louw Street P.O. Box 1244 Bethlehem, 9700
Harrismith	42 Stuart Street P.O. Box 748 Harrismith, 9880
Welkom	Raymond Building 53 Mooi Street P.O. Box 463 Welkom, 9460
Sasolburg	Die Akker 2 Fichardt Street P.O. Box 473 Sasolburg, 9470
Phuthaditjhaba	C/O Lieta / Moropotsane Streets Private Bag X27 Phuthaditjhaba, 9866
Zastron	24a Gustavus Street P.O. Box 325, Zastron, 9950

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Thaba Nchu	Camone Shopping Centre Stand 158 P.O. Box 963 Thaba Nchu, 9780
Petrusburg	34 Ossewa Street P.O. Box 269 Petrusburg, 9932

Northern Cape Province:

Labour Centres	Physical Address
Kuruman	Magistrate Complex 818 Seodin Street Kuruman
Postmasburg	Laboria House 46 Main Street Postmasburg
Kimberley	Laboria House C/O Pniel & Compound Street Kimberley
De Aar	New Lisbon Building 23 Main Street C/O Main & Voortrekker Street De Aar
Springbok	126 B Overberg Avenue Springbok
Upington	Old Post Office Building Schroder Street Upington
Calvinia	Laboria House 21 Dorp Street Calvinia

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Western Cape:

Labour Centres	**Physical Address**
George	Albert Square, 35 Albert Road, George
Beaufort West	4 Voortrekker Street, Beaufort West
Oudtshoorn	4 Voortrekker Street, Beaufort West
Mosselbay	Shoprite Building, C/O Church & Marsh Streets, Mossel Bay
Knysna	Old Van Halderend Building, Clyde Street, Knysna
Cape Town	Thomas Boydell Building, Parade Street, Cape Town
Mitchells Plain	Old Post Office Building, Polka Square, 7th Avenue, Town Centre, Mitchells Plain
Bellville	1st Floor Middestad Mall, Charl Malan Street, Bellville
Somerset West	1 Standard Bank Building, 117 Main Road, Somerset West
Paarl	68 Breda Street Paarl
Worcester	90a Durban Street, Worcester
Vredenburg	85 Vergelegen Park, Main Road, Vredenburg

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North West Province:

Labour Centres	Physical Address
Rustenburg	
Mafikeng	14 Andasta Building, 22 Merriman] Avenue, Vereeniging
Christiana	Fountain Plaza, 2 Main Reef Road, Randfontein
Taung	14 Andasta Building, 22 Merriman] Avenue, Vereeniging
Klerksdorp	Fountain Plaza, 2 Main Reef Road, Randfontein
Lichtenburg	45 Church Street, Lichtenburg
Potchefstroom	Old Volkskas Building, 90 Church Street, Potchefstroom
Vryburg	27 Nelson Street, Vryburg
Mmabatho	Provident House, University Drive, Mmabatho
Mogwase	
Brits	Reinaldo Building, Cnr McClean and Korporaise Streets, Brits

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KwaZulu Natal Province:

Labour Centres	Physical Address
Durban	Govt Buildings Masonic Grove Durban
Pinetown	49 Kings Road Pinetown 3600
Stanger	Cnr King Shaka & Cator Street Stanger
Ulundi	Unit A Block 2C Ulundi
Port Shepstone	17 Bisset Street Port Shepstone
Prospecton	1 Prospecton Pace Prospecton
Verulam	13 Wick Street Verulam
Kokstad	49 St John Street Kokstad
Richards Bay	11 Lira Rink Road Richards Bay
Newcastle	Cnr Scott & Ayliff Street Newcastle
Vryheid	99 Landrose Street Vryheid
Estcourt	57 Harding Street Estcourt
Pietermaritzburg	370 Longmarket Street Pietermaritzburg
Richmond	60 Shepstone Street Richmond

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Ladysmith	35 Keate Street Ladysmith
Dundee	63 Victoria Street Dundee

Gauteng Province:

Labour Centres	**Physical Address**
Alberton	Mercedes Place, 89 Voortrekker Street, Alberton
Pretoria	239 Concillium Building, Corner Nana Sita and Thabo Sehume Street, Pretoria
Bronkhorstspruit	40 Botha Street, Bronkhorstspruit
Temba	Shop No 4 Jubilee Mall, Corner Harry Gwala & Jubilee Street, Temba
Krugersdorp	Foley Street, 6 Factoria Luipaardsvlei, Krugersdorp
Atteridgeville	Corner WF Nkomo and Kalafong Street, Pretoria West
Mamelodi	Mini Munitoria Building, 17281 Makhubela Street, Mamelodi West
Brakpan	
Carletonville	Corner Osmium and Amethyst Street, Carletonville
Garankuwa	Setlalentoa Street, Zone 5, Garankuwa
Germiston	Volkskas Buidling, 14 Victoria Street, Germiston
Johannesburg	145 Commissioner Street Cnr Small Street, Nedbank Mall Building, Johannesburg

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Randburg	Corner Oak and Hill Street, Hill view Centre, Randburg
Maponya Mall Thusong	
Kempton Park	Trust Building, Corner Voortrekker and Wolf Street, Kempton Park
Benoni	10 Woburn Avenue, Woburn Heights, Benoni
Nigel	SARS Building, Nigel
Rooderport	125 Main Reef Street, Technikon, Rooderport
Sandton	9th Street, 42 Marlboro, Sandton
Sebokeng	
Soweto	2 Khumalo Street, A Centre, Orlando West, Soweto
Springs	Expo Building, Corner 7th Street and Avenue Park, Springs
Vanderbijlpark	Nashua Centre, 64 Eric Louw Street, Vanderbijlpark
Vereeniging	14 Andasta Building, 22 Merriman] Avenue, Vereeniging
Randfontein	Fountain Plaza, 2 Main Reef Road, Randfontein
Boksburg	Lakeside Building, Cnr Market and Bank Street, Boksburg

Limpopo Province:

Labour Centres	Physical Address
Groblersdal	1 Second Avenue, Groblersdal
Polokwane	99 A Landdros Maries Street, Polokwane
Giyani	Government Building, Giyani Main Street, Giyani
Phalaborwa	21 Potgieter Avenue, Phalaborwa

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Modimolle	84 Limpopo Street, Modimolle
Seshego	4004 G Nelson Mandela Drive, Seshogo
Mokopane	52 Rabe Street, Mokopane
Lebowakgomo	Magistrate`s Complex, Lebowakgomo
Tzaneen	Boulevard Building, 73 Agatha, Tzaneen
Makhado	Progress Paleis, 102 Krogh Street, Louis Trichardt
Lephalale	Nicolet Building, 4 Muller Street, Lephalale
Thohoyandou	Investec Building, Mphephu Street, Thohoyandou
Jane Furse	116 Lefa Building, Schoonoord Street, Jane Furse

Mpumalanga Province:

Labour Centres	**Physical Address**
Nelspruit Mbombela	28 Brown Street, Alroe Park, Nelspruit
Sabie	
Lydenburg Mashishing	
Bethal	9 Vuyisile Mini Street, Bethal
Standerton	Caroto Building, 14 Vry Street, Standerton
Witbank	36 Mandela Avenue, Corner Escombe & Nelson Mandela Street, Witbank
Middelburg	Emily Hobhouse Building, 175 Cowen Ntuli Street, Middelburg
Piet Retief Mkhodo	
Barberton	Eurika Centre, Nourse Street, Barberton
Secunda	4 Waterson Street, Sunset Park, Secunda

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Ermelo	Merino Trust Building, Corner De Jager and Joubert Street, Ermelo
Kwamhlanga	Government Building, KwaMahlanga
Carolina	Chief Albert Luthuli Municipality premises Cnr Voortrekker & Fersveldt, Carolina
Malelane	19 Lorenco Road, Malelane

3.3 Ticket roll replenishment

Consumables:

a) The successful bidder must provide ticket rolls to all one hundred twenty-six (126) Labour Centres on request.

b) The successful bidder must provide the monthly reports to show the number of tickets used per labour centre per month.

c) The successful bidder must only utilize the Original Qmatic Ticket rolls or similar for the Qmatic printers to avoid warranty issues and damage.

d) The successful bidder must note that any ticket rolls used, that are not original Qmatic, will void any repair and warranty.

e) Mobile ticket rolls for the non Qmatic mobile printers can be used.

f) The successful bidder must ensure the correct sizing is used to avoid paper jams and in turn, damage to the printer

3.4 Future system enhancements

The successful bidder will be required to implement the system enhancements as required by business (e.g. addition of reports and functionality). A formal change request process will be followed for the requested changes by business and bidders must provide estimated effort which must be approved by UIF before implementation.

The bidders must quote for a bucket of ten thousand (10 000) hours for future systems enhancements over period of three (3) years period and will only be paid for the hours that have utilized.

The ten thousand (10 000) bucket of hours provided are for cost calculation purposes only and the UIF reserves the right to decrease the number of hours.

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3.5 Licences

The UIF holds up to date Qmatic licenses or similar Qmatic Care updates. Each year, on the anniversary of installation, the Qmatic Care needs to be paid to avoid any support and update issues. This is a mandatory and compulsory fee that is paid yearly. Additional user and Labour Centre licenses can be bought when required. The Qmatic care price is calculated per year, per Labour Centre, as a percentage of the original license cost.

License Components

Application	Users
Connectivity	630
Digital Communication	630
Distributed Operations	126
Essential	630

3.6 Replacement of stolen or damaged equipment at Labour Centres

The successful bidder must supply the QMS equipment, setup, configuration, installation approximately at fifty (50) Labour Centres where the equipment was stolen or damaged as when it is required. A formal request will be submitted to the successful bidder and they will be required to provide a formal quotation based on the prices quoted on Table 2 on the Pricing Schedule **Annexure D2** which will be approved by UIF. The list of Queue Management System hardware that will be requested by UIF to be replaced in case if it`s stolen or damaged is listed in paragraph 3.2 of the scope of work.

The fifty (50) Labour Centres to be replaced equipment are for cost calculation purposes only and the UIF reserves the right to decrease the number of sites or equipment's.

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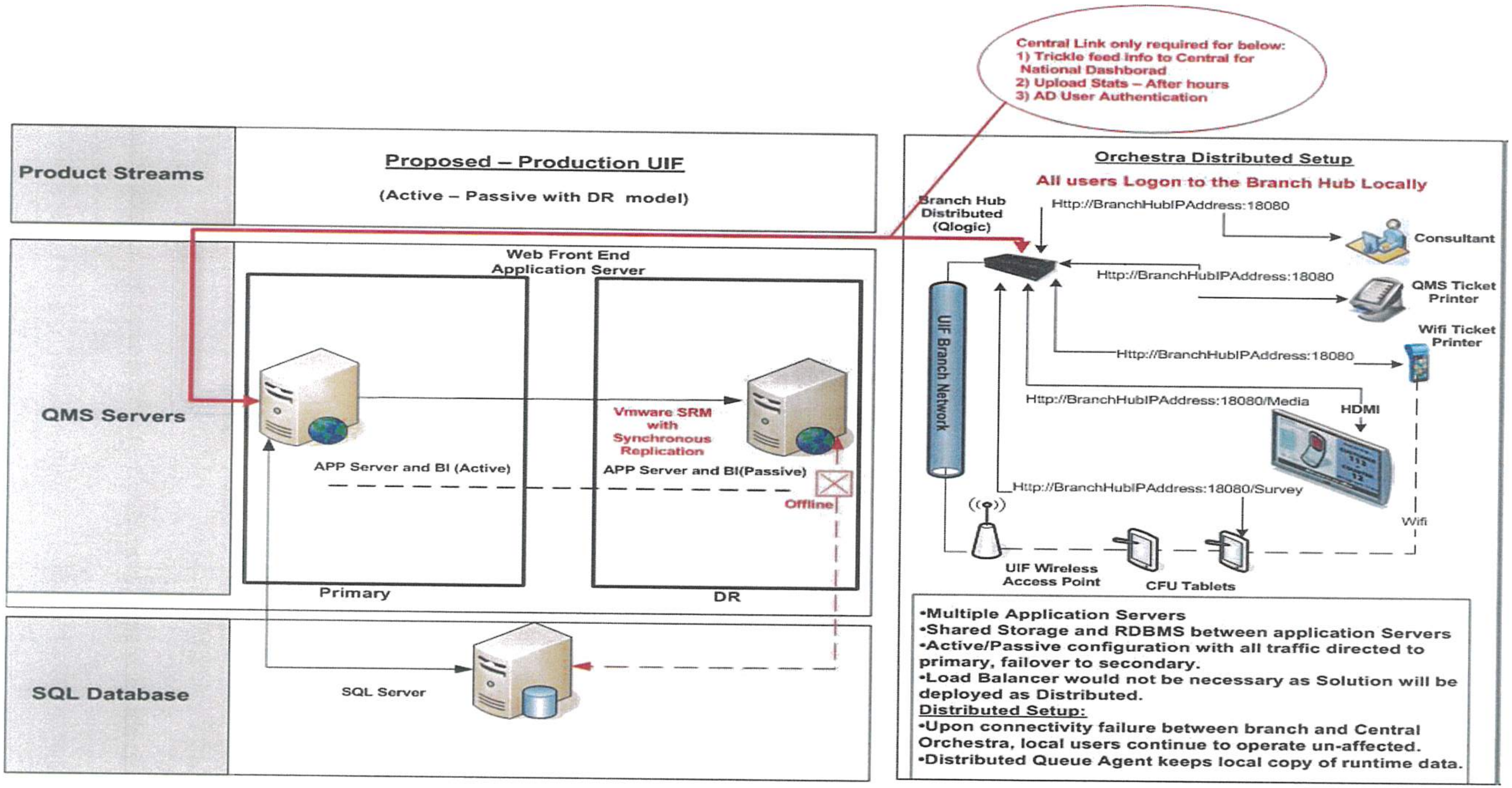
Current High-Level System Architecture



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ANNEXURE A – EVALUATION CRITERIA ON FUNCTIONALITY

FUNCTIONALITY		WEIGHTING
No	**Criterion**	**100**
1	Service Provider's accreditation status to implement, support and maintenance Qmatic QMS attached (Bronze, Silver, Premium, Gold, Platinum)	30
2	Minimum of three (3) contactable references with signed letters where the Qmatic or Similar QMS were **successfully** implemented by the service provider (supply minimum of three (3) signed reference letters on company letter head **(20)**	20
3	Bidders must clearly demonstrate how they will achieve the response time option selected below (scoring guide) by providing in their respective responses for a clear approach and methodology that will be followed to achieve the required outcome **(20)**	20
4	Minimum of three (3) contactable references with signed letters where the Qmatic or Similar QMS were **successfully** supported and maintained (supply minimum of three (3) signed reference letters on company letter head.	30
TOTAL		100

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ANNEXURE B – SCORING GUIDELINE FOR FUNCTIONALITY

Scoring Guideline for Functionality

Scoring Guideline for Implementation of ECM Solution and Providing Support and Maintenance

1	Valid Service Provider's accreditation status to implement, support and maintenance Qmatic QMS attached (Bronze, Silver, Premium, Gold, Platinum)	0	10	15	20	30

0 *No information provided;*

10 *Valid Bronze OEM accreditation status;*

15 *Valid Silver OEM accreditation status;*

20 *Valid Premium OEM accreditation status;*

30 *Valid Gold or Platinum OEM accreditation status.*

2	Minimum of three (3) contactable references with signed letters where the Qmatic or Similar QMS were **successfully** implemented by the service provider minimum of three (3) signed reference letters on company letter head **(20)**	20

0 *No or less than three (3) references letters submitted or listed the references without the signed letters*

10 *Submit three (3) relevant signed reference letters where Qmatic* or Similar *QMS were successfully implemented*

15 *Submit four (4) relevant signed reference letters where Qmatic* or Similar *QMS were successfully implemented*

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20 *Submit five (5) or more relevant signed reference letters where Qmatic* or Similar *QMS were successfully implemented*

3	Bidders must clearly demonstrate how they will achieve the response time option selected below by providing in their respective responses for a clear approach and methodology that will be followed to achieve the required outcome.	**20**

0 *No information provided or information provided not relevant or the approach and methodology that will be followed is not clearly defined or the turnaround to respond to faults is no more than five (5) working days*

10 *The turnaround time selected by the bidder to respond to faults is between two (2) to five (5) working days and the approach and methodology that will be followed to achieve the turnaround time is clearly defined.*

15 *The turnaround to respond to faults is next working day and the approach and methodology that will be followed to achieve the turnaround time is clearly defined.*

20 *The turnaround to respond to faults is on the same day (working hours (08:00 to 16:00)) and the approach and methodology that will be followed to achieve the turnaround time is clearly defined.*

NB: The bidders must note there are penalties that will be imposed as per the signed SLA

4	Minimum of three (3) contactable references with signed letters where the Qmatic or Similar QMS were **successfully** supported and maintained (supply minimum of three (3) signed reference letters on company letter head) **(30)**	**30**

0 *No or less than three (3) references letters submitted, listed the references without the signed letters*

15 *Submit three (3) relevant signed reference letters where Qmatic* or Similar *QMS were successfully supported and maintained*

20 *Submit four (4) relevant signed reference letters where Qmatic* or Similar *QMS were successfully supported and maintained*

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30 *Submit five (5) or more relevant signed reference letters where Qmatic* or Similar *QMS were successfully supported and maintained*

Total Functionality: 100

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LIST OF ANNEXURES ATTACHED TO BID

PART B

Annexure A:	Evaluation criteria on functionality
Annexure B:	Scoring guideline for functionality

PART C

Annexure C:	SBD 1 - Invitation to Bid
Annexure D(1):	SBD 3.1 – Pricing Schedule for non-firm pricing OR 3.3
Annexure D(2):	Detailed pricing schedule
Annexure E:	SBD 4 – Declaration of Interest
Annexure F:	SBD 6.1 – B-BBEE in terms of PPR 2017
Annexure G:	SBD 8 – Declaration of Bidder's past Supply Chain Management practices
Annexure H:	SBD 9 – Certificate of Independent Bid Determination
Annexure I:	General Conditions of contract
Annexure J:	Compliance with UIF contributions and Declarations

X.M.

Annexure C

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF UIF/ PUBLIC ENTITY*)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE			NUMBER		
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE			NUMBER		
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	

X.M

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
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 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.

X.M.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS 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)

X.M.

Annexure D1 **SBD 3.1**

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..
Closing Time 11:00	Closing date..

OFFER TO BE VALID FOR.........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

X.M.

Annexure D2 - **PRICING SCHEDULE**

Please note that the total tender price, including VAT, should also be completed on the SDB 3.1 tender document which is enclosed in the electronic tender pack. Failure for the bidder to fully complete the below Tables (Table 1 and Table 2) will result in disqualification.

Tale 1

<table>
<tr><th>ITEM DESCRIPTION</th><th>Quantity</th><th>PRICE (including VAT)</th></tr>
<tr><td>1. Queue Management System License for a period of three (3) years as outlined in paragraph 3.5 on the scope of work</td><td>Outlined in paragraph 3.5 on the scope of work</td><td>Total Cost for the Period of three year: R<table><tr><th>Year</th><th>Price</th></tr><tr><td>Year 1</td><td></td></tr><tr><td>Year 2
Plus CPI</td><td></td></tr><tr><td>Year 3
Plus CPI</td><td></td></tr></table></td></tr>
<tr><td>2. Support and maintenance for period of three (3) years as outlined in paragraph 3.1 and 3.2 on the scope of work</td><td>126</td><td>Total Cost for the Period of three year: R<table><tr><th>Year</th><th>Price</th></tr><tr><td>Year 1</td><td></td></tr><tr><td>Year 2
Plus CPI</td><td></td></tr><tr><td>Year 3
Plus CPI</td><td></td></tr></table></td></tr>
<tr><td>3. Supply of QMS Equipment, configuration, installation and testing where equipment is</td><td>50</td><td>R</td></tr>
</table>

X.M

damaged or stolen as outline in paragraph **3.6** of scope of work. Bidders must provide the detailed cost breakdown in **Table 2** below.		
4. System Enhancements (bucket of hours of ten thousand (10 000) over period of three (3) years period as outlined in paragraph 3.4	10 000 hours	R
5. Consumables) for period of three (3) years as outlined in paragraph 3.3		R
Sub Total		**R**
15% VAT		**R**
Please note that the total tender price, including VAT, should also be completed on the SDB 3.1.		**R**

Table 2

ITEM DESCRIPTION	QTY	Price Per Unit Inclusive of VAT	Total Price for all required Units Inclusive of VAT
Qmatic Hardware	50		
Intro 8 Printer	50		
Branch Hub	50		
Choral Unit	50		
Satellite Box	50		
Power Supply 2.5A	50		
3rd Party Hardware			
Customer Feedback 10" Tablets	100		

X.M -

Tablet Stand	100		
Mobile Printers	50		
HDMI Extender Receiver - TX	50		
HDMI Extender receiver - RX	100		
Sound System Amplifier	50		
Digital Media Screens with brackets	100		
Vcom 0.5m HDMI Cable	100		
1.8 3.5mm Stereo / RCA M Cable	50		
10 way multiplug	50		
Vcom 1.8m Pass USB extension cable	100		
8 port POE switches	50		
2 Pin adaptor plugs	350		
5 Port Desktop Switch	50		
6U Cabinet with shelve	50		
Wall mount Speakers	150		

Y.M.

Annexure E

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], 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 a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, 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
- 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.

No.	Information	Please provide detail
2.1	Full name of bidder or his or her representative	
2.2	Identity number	
2.3	Position occupied in the company (director, trustee, shareholder[2]	
2.4	Company registration number	
2.5	Tax reference number	
2.6	VAT registration number	
Note	*(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)*	

X.M.

No.	Information	Please provide detail	
2.7	Are you presently in the service of the state? If yes, please furnish particulars :	Yes	No
2.7.1	Name of director		
2.7.2	Service of state organization		
2.8	Have you been in the service of the state for the past twelve months? If yes, please furnish particulars :	Yes	No
2.8.1	Name of director		
2.8.2	Service of state organization		
2.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars :	Yes	No
2.9.1	Name of person in the service of state		
2.9.2	Relationship		
2.10	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars :	Yes	No
2.10.1	Name of person in the service of state		
2.10.2	Relationship		
2.11	*Are any of the company's directors, trustees, managers,* principle shareholders or stakeholders in service of the state? If yes, please furnish particulars :	Yes	No

X.M.

No.	Information	Please provide detail	
2.11.1	Name of director		
2.11.2	Service of state organization		
2.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state? If yes, please furnish particulars:	Yes	No
2.12.1	Name of director		
2.12.2	Name of relative		
2.12.3	Relationship		
2.13	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? If yes, please furnish particulars:	Yes	No
2.13.1	Name of director		
2.13.2	Related company		
Note:	SCM Regulations: "[1]In the service of the state" means to be – (a) a member of – (i) any municipal council; (ii) any provincial legislature; or (iii) the national Assembly or the national Council of provinces; (b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity; (d) an employee of 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); (e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature.		

K.M.

No.	Information	Please provide detail
	"[2] Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.	

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

Full Name	Identity Number	State Employee Number

4. I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	**AUTHORIZED SIGNATURE (UNDERSIGNED)**
DATE	**CAPACITY**

DATE:..

X.M.

Annexure F

SBD 6.1

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

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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

(a) The value of this bid is estimated to exceed/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 or 90/10 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.

X.M.

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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

X.M.

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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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 10 or 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...

X.M

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 last 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

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

X.M.

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:

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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) 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.

X.M.

WITNESSES	
1.	....
2.	SIGNATURE(S) OF BIDDERS(S)
	DATE: ....
	ADDRESS ....
	....
	....

X.M.

Annexure G

SBD 8

DECLARATION OF BIDDERS 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 rejected if that bidder, or any of its directors have:

3.1 abused the institution's supply chain management system;
3.2 committed any improper conduct in relation to such system; or
3.3 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 *audi alteram partem* 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:		

Y.M.

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside 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 certify that the information furnished on this declaration form 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.

NAME OF BIDDER	**AUTHORISED SIGNATURE (UNDERSIGNED)**
DATE	**CAPACITY**

X.M.

Annexure H **SBD 9**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] 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.***

K.M.

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:

X.M.

(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 consortium[3] 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

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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

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

Y.M.

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

RSA.

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

1.18 "Manufacture" means the production of products in a factory using labour, materials, components 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

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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.

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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

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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;

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(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

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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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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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

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(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (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.

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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.

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Annexure J - UIF COMPLIANCE CERTIFICATE GUIDELINES

e – Compliance System User Guid

Why send emails while you can obtain a

COMPLIANCE CERTIFICATE ONLINE

Please visit www.labour.gov.za or www.ufiling.co.za

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employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

WORKING FOR YOU

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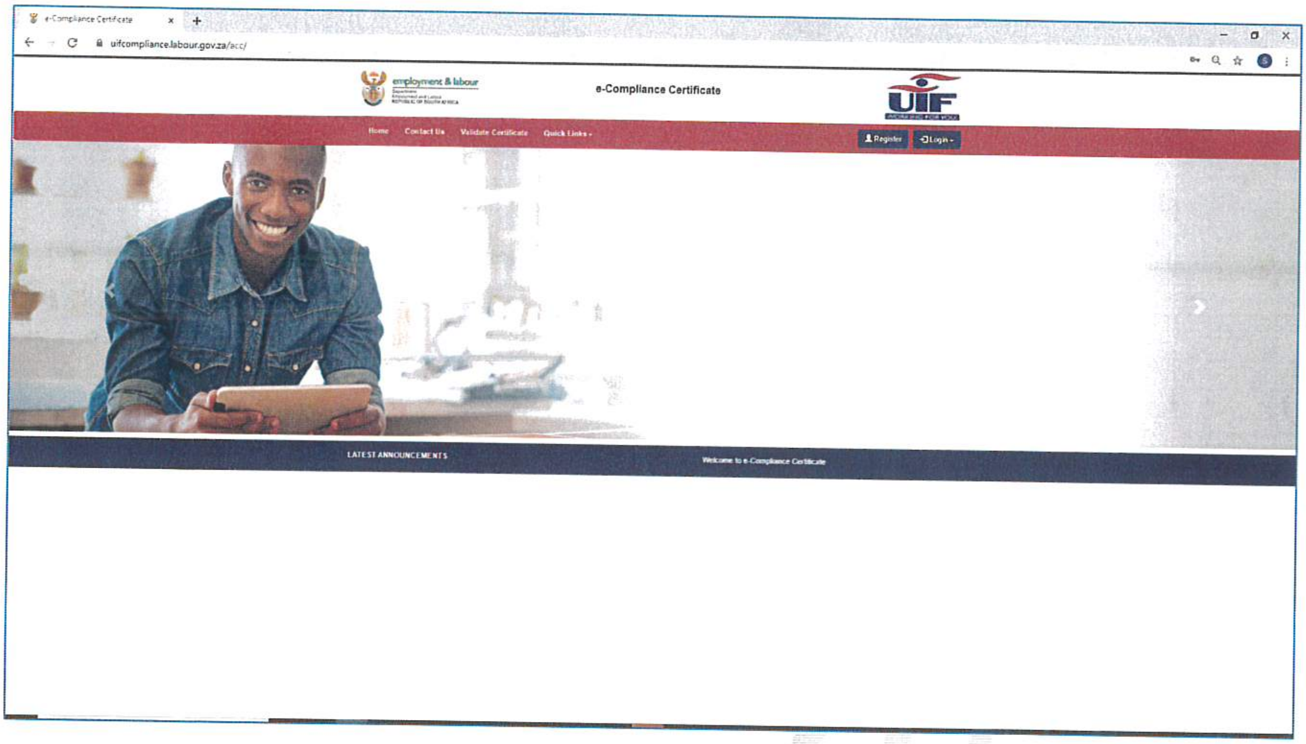

INTRODUCTION

The e – Compliance certificate (eCC) system is a free online service which completely replaces the manual application of compliance certificates. Employers, Agents or Tax Practitioners can easily use the eCC system to apply for compliance documents online and validate the authenticity of compliance certificates.

Compliance to the UIF legislation is one of the requirements for doing business with the state, its organs and other organisations. Being in possession of these documents therefore is proof that the bearer is compliant with UIF legislation.

BACKGROUND

The Uif is governed by two pieces of legislation, the Unemployment Insurance Act No. 63 of 2001 and Unemployment Insurance Contributions Act No. 4 of 2004.

Employers are obligated by Section 56 of the Unemployment Insurance Act (UIA) and Chapter 2 of the Unemployment Insurance Contributions Act (UICA), read together with Regulation No. 42140 signed by the minister in Dec 2018, to register with the Unemployment Insurance Fund (UIF), submit declarations of employees and make monthly contributions to the UIF.

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Businesses doing business with the state or its organs are required to comply with the above UIF legislative requirements. The UIF issues Compliance Certificates and Tender Letters as proof of compliance. The issuing of the compliance certificates and tender letters has always been a manual process with all its challenges and disadvantages.

The UIF has implemented the online Electronic Compliance Certificate system (eCC) with a view to improve services to our clients and other related matters. The system was implemented on the 25th January 2021.

BENEFITS OF THE Ecc system

There are a number of benefits that can be derived from the eCC system by both the users and the UIF, which include:

- Generation of certificates online
- Improved turnaround time
- Improved reporting mechanisms
- Limited human intervention and elimination of human error
- Improved employer compliance to the UIF legislation
- Improved accessibility
- Online validation of documents issued by the system
- Reduction of fraudulent activities

eCC REGISTRATION PROCESS

In order to use the eCC system, you need to complete a registration process to obtain your unique log-in credentials.

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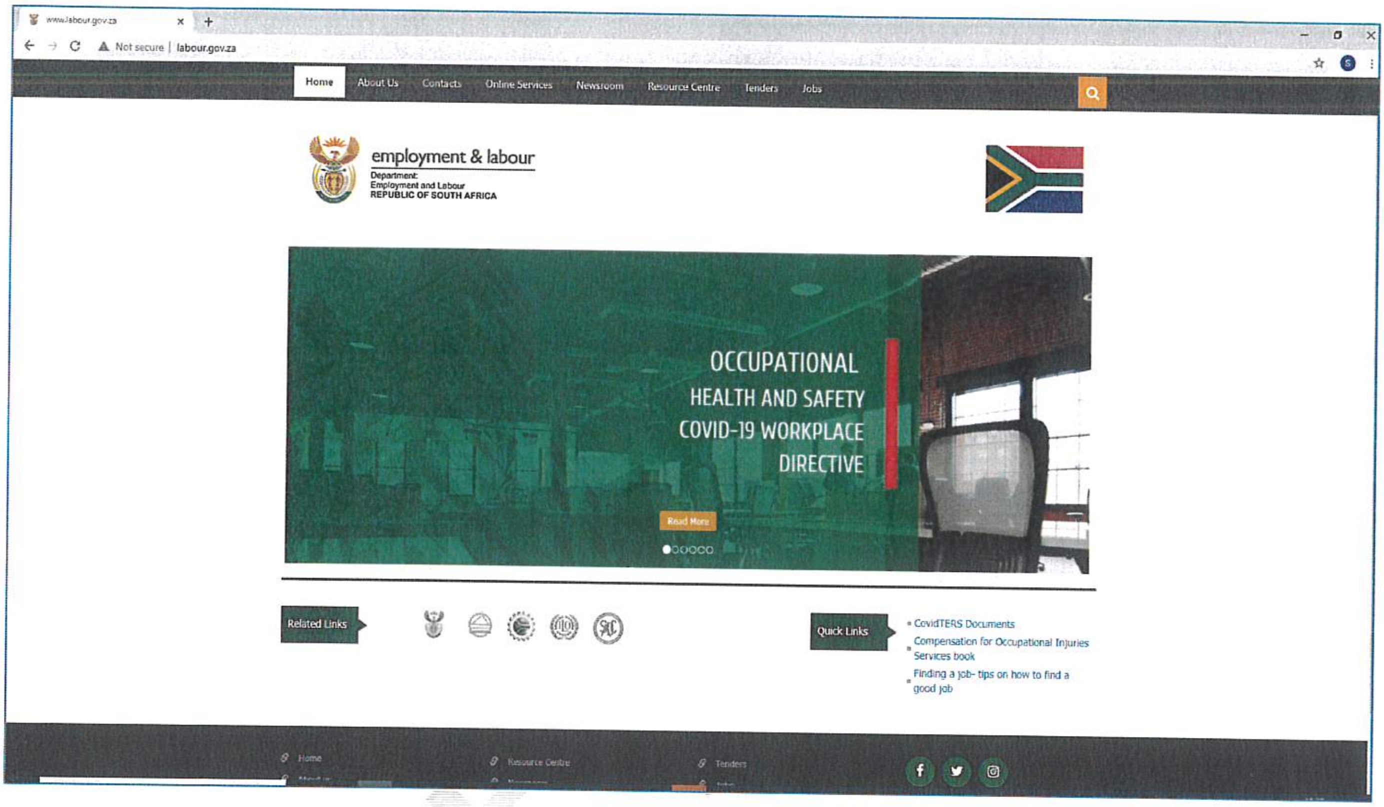
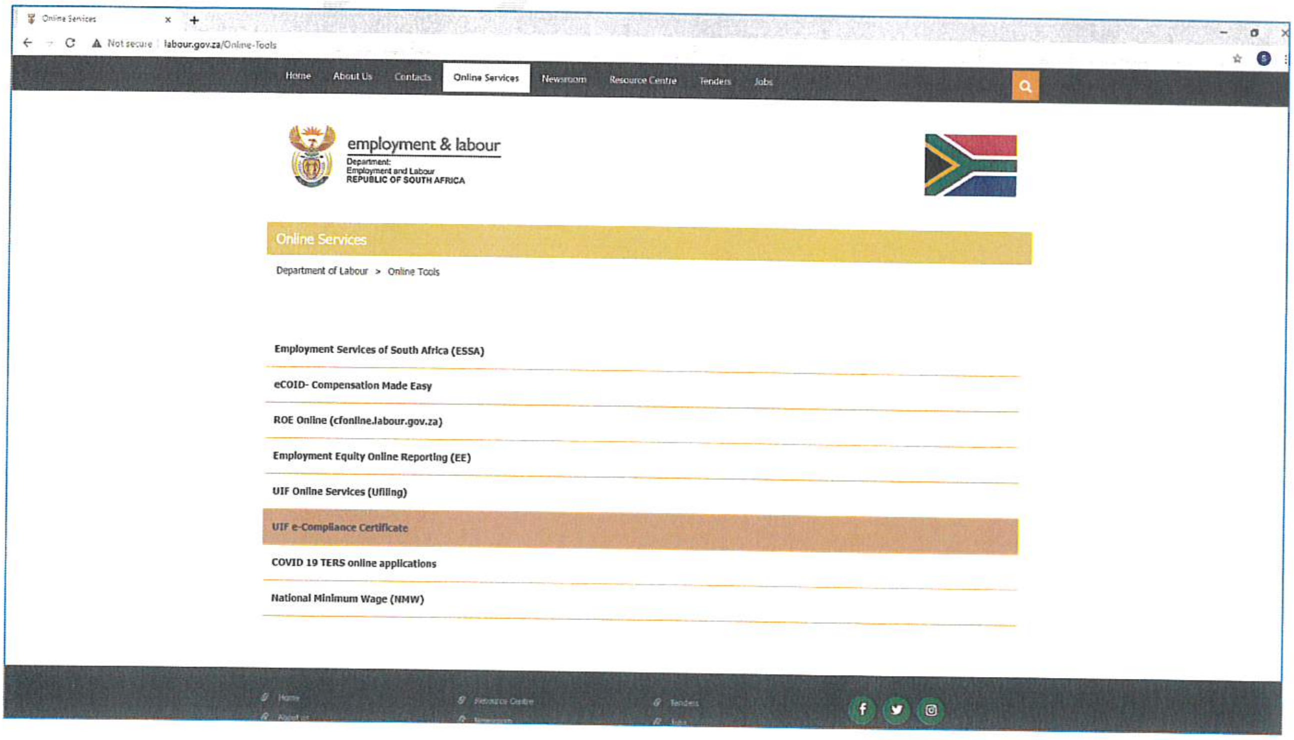
Step 1

Open a browser and go to www.labour.gov.za to access the home page or https://uifcompliance.labour.gov.za to access the e-Compliance certificate system.



Step 2

Click on Online Services on the button on the top of the screen and select UIF e – Compliance certificate



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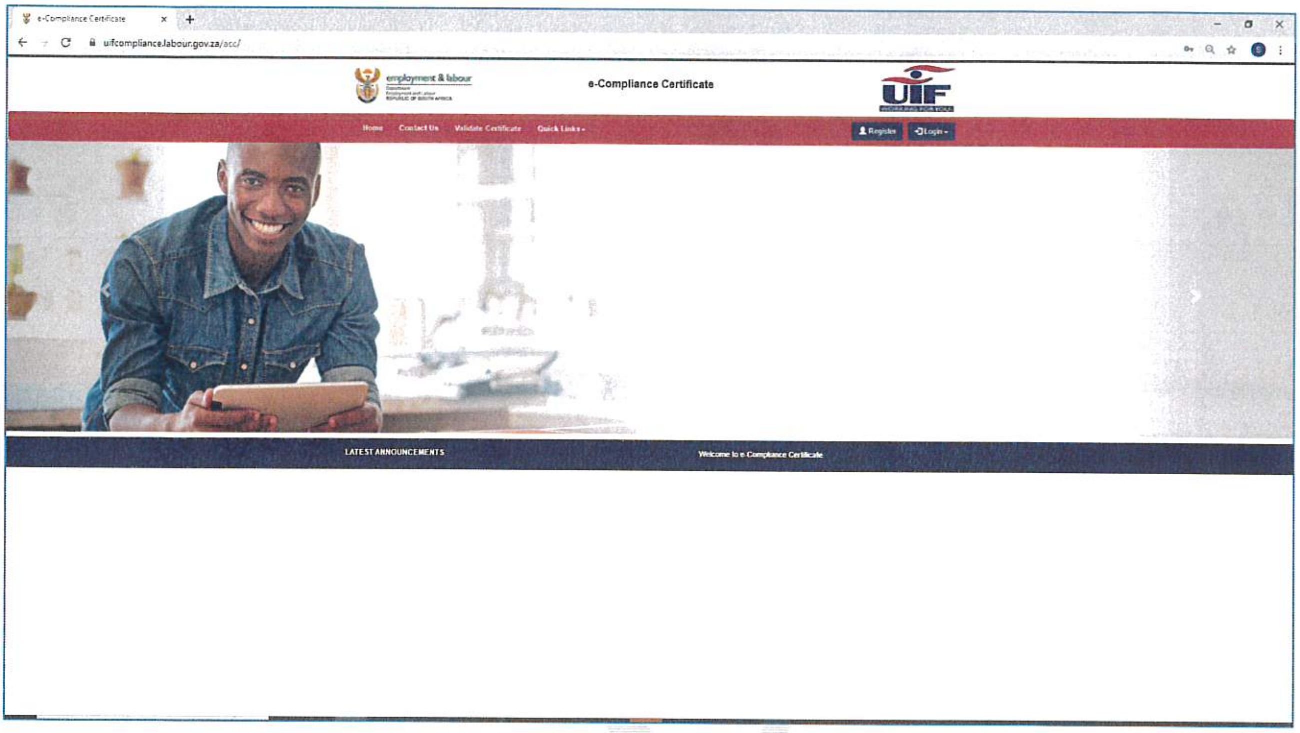
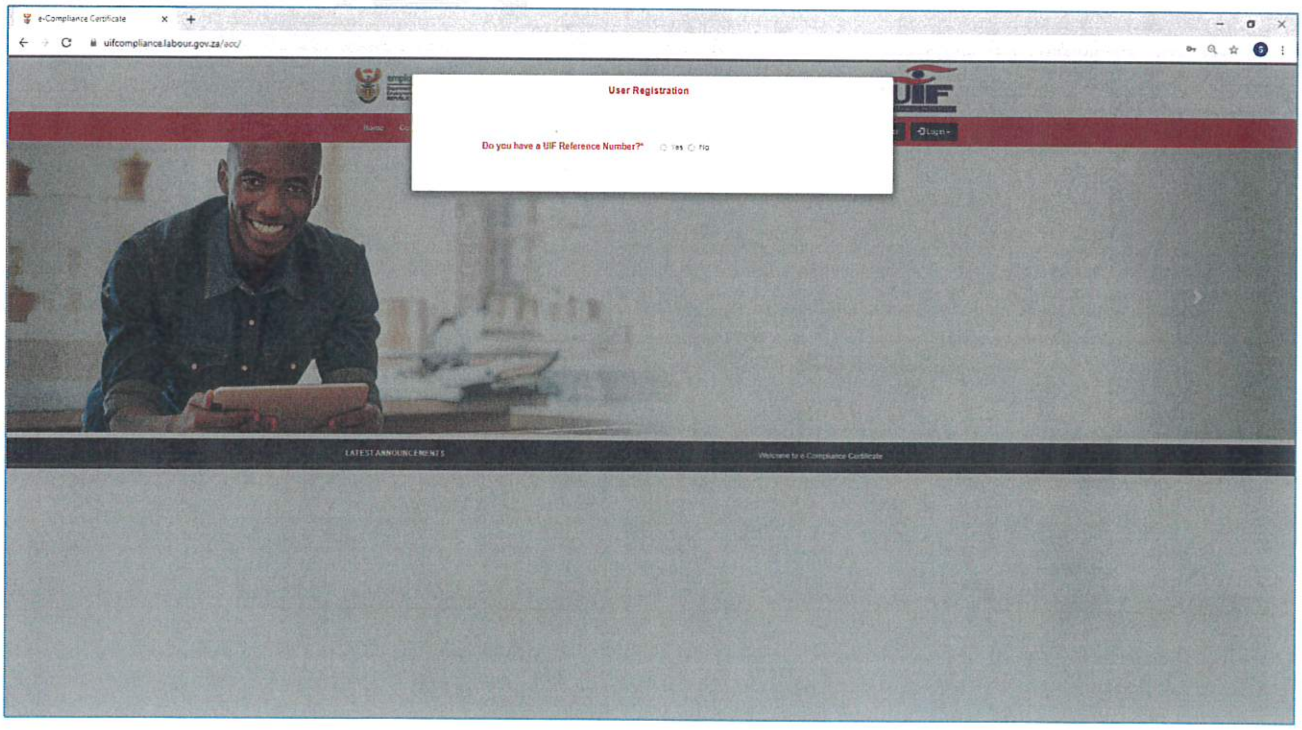
Step 3

Click on Register on the top right hand side of the screen



Step 4

If you are registered with the UIF, please click the Yes radio button and capture your UIF reference number and if not please click on the No Radio button (To Capture a CK number)



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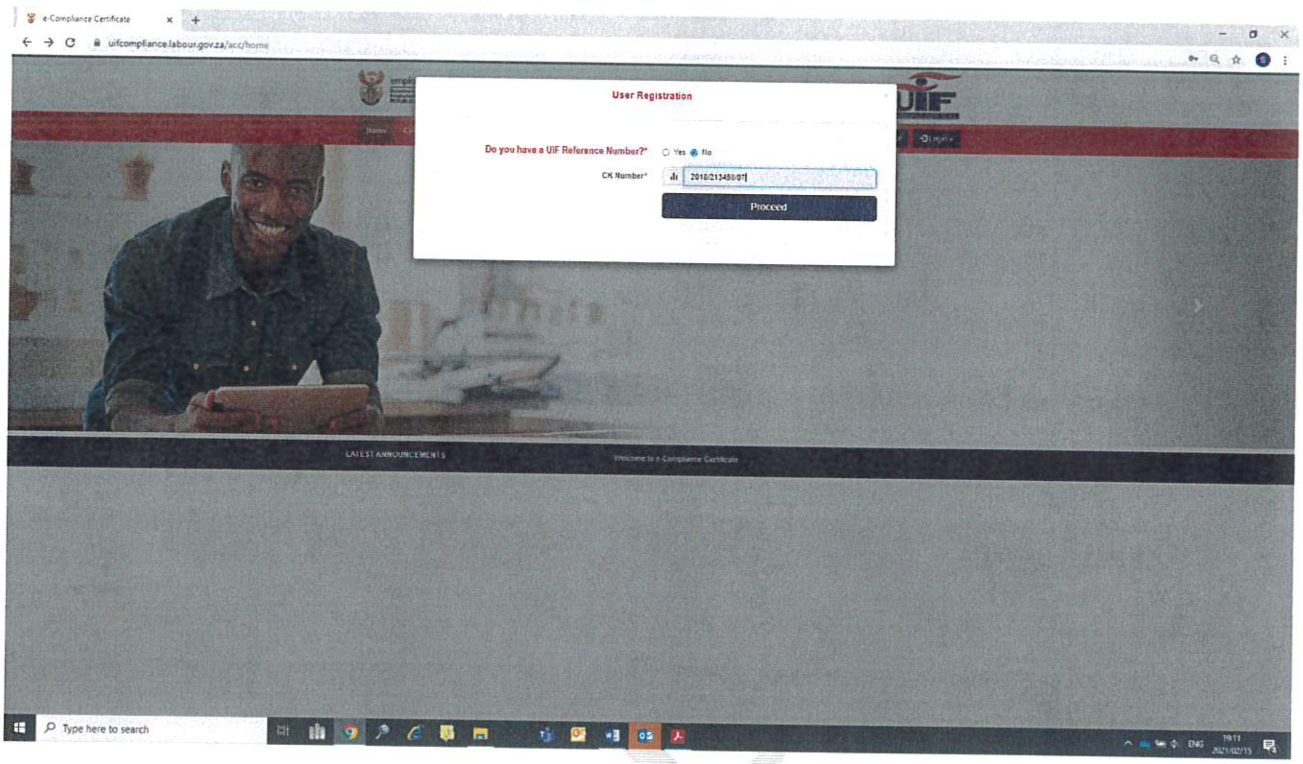
Step 5

Please capture the CK number if you are not registered with the UIF but require a Tender Letter



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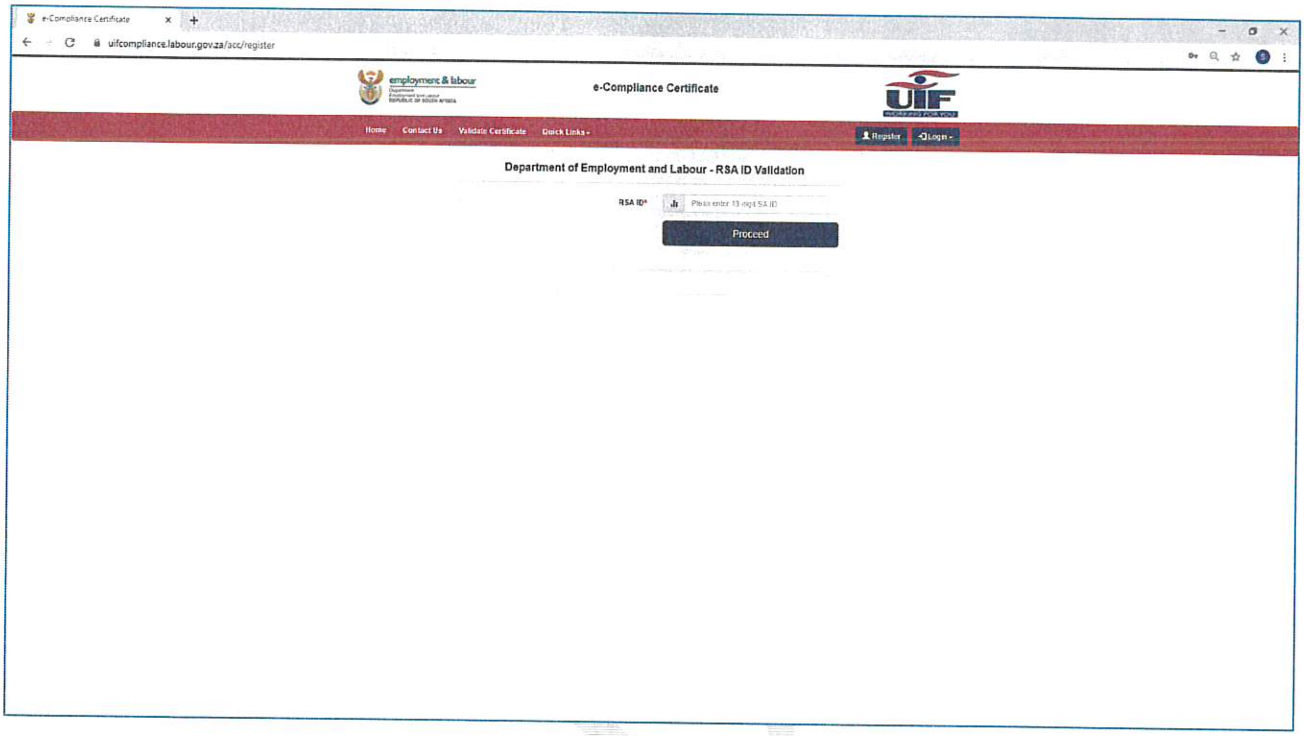
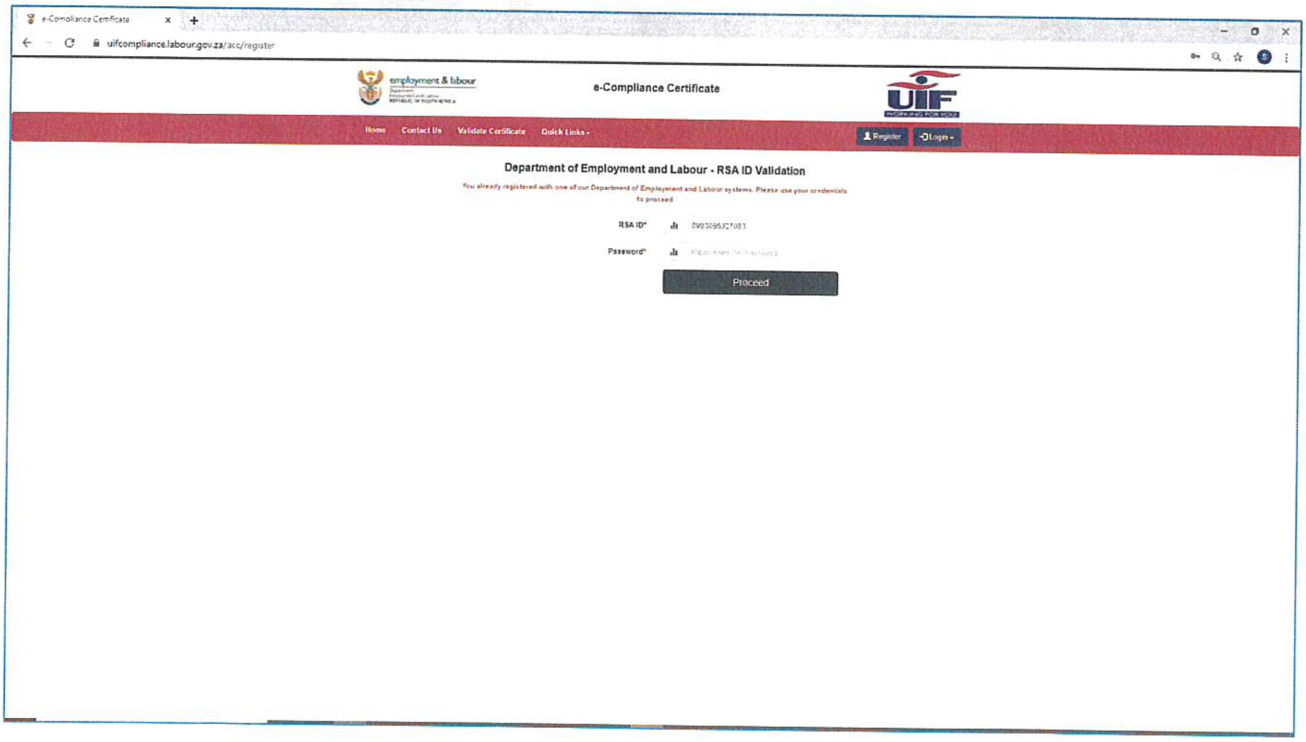
Step 6

Upon capturing the UIF reference number or CK document, please capture your ID number as an individual representing the applicant



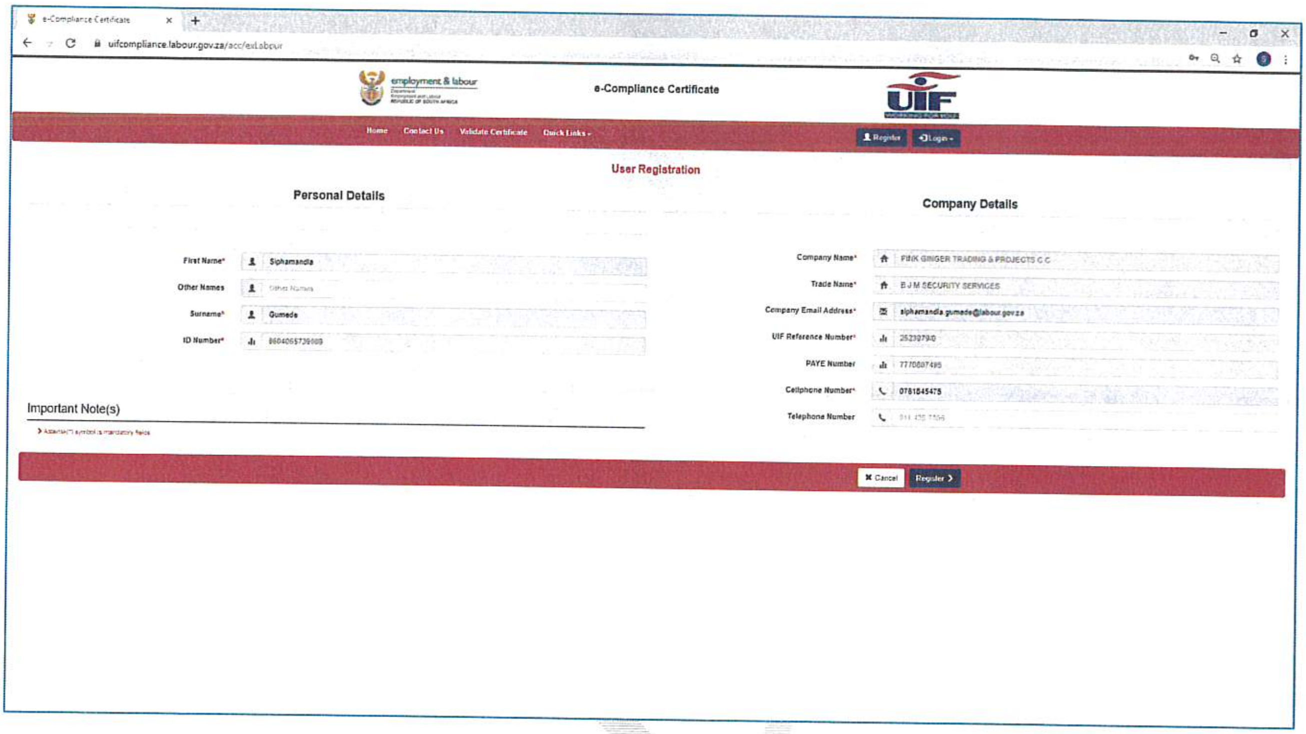
Step 7

If you are registered with other Department of Employment and Labour systems (COID, ESSA, PES, etc), please capture your password, if forgotten, please click on login and click Forgot Password to retrieve a password from the system



Step 8

Please capture the details as per the requirements of the page below and click on Register.



Step 9

If you have a profile already, the system will request you to Add that UIF reference onto your existing profile on the eCC system

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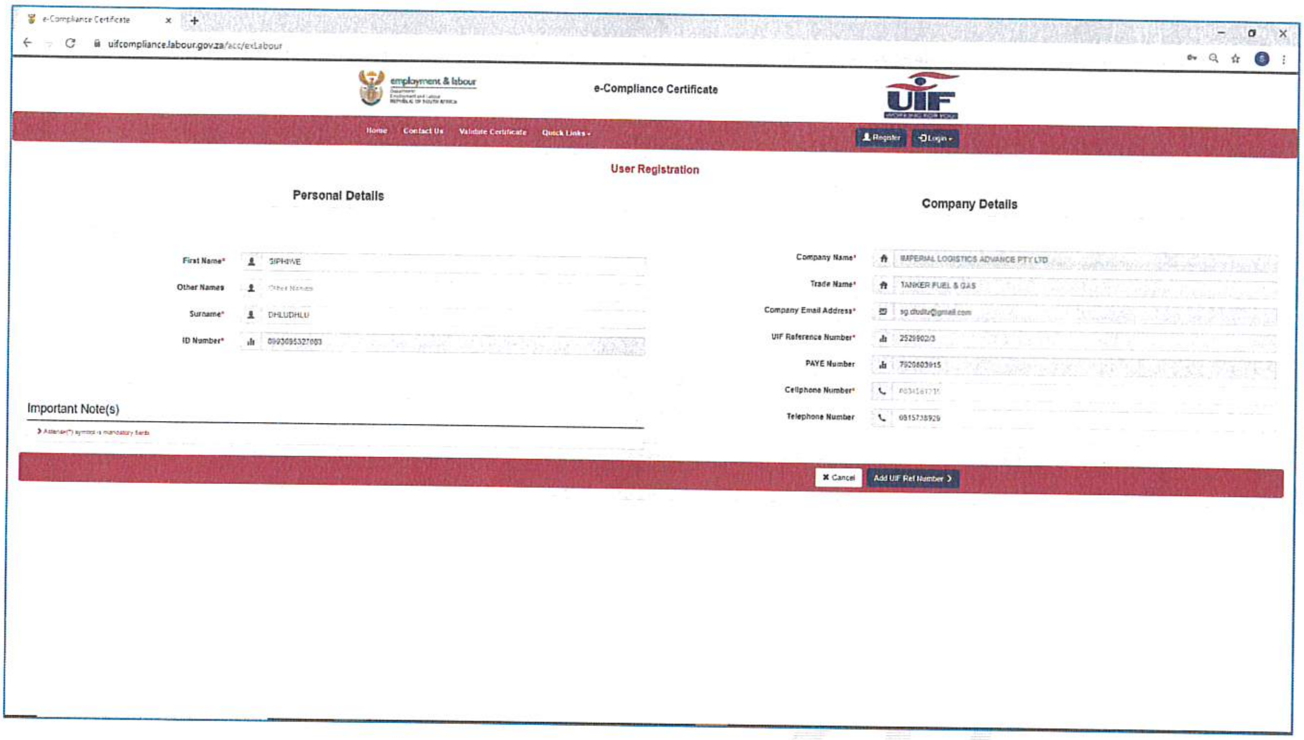
e-Compliance Certificate

uifcompliance.labour.gov.za/acc/exLabour

employment & labour

e-Compliance Certificate

Home | Contact Us | Validate Certificate | Quick Links | Register | Login

User Registration

Personal Details

First Name*: SIPHIWE

Other Names: Other Names

Surname*: DHLUDHLU

ID Number*: 0903095327083

Company Details

Company Name*: IMPERIAL LOGISTICS ADVANCE PTY LTD

Trade Name*: TANKER FUEL & GAS

Company Email Address*: sg.dludlu@gmail.com

UIF Reference Number*: 2529902/3

PAYE Number: 7920803915

Cellphone Number*

Telephone Number: 0815738929

Important Note(s)

Asterisk(*) symbol is mandatory fields

Cancel | Add UIF Ref Number

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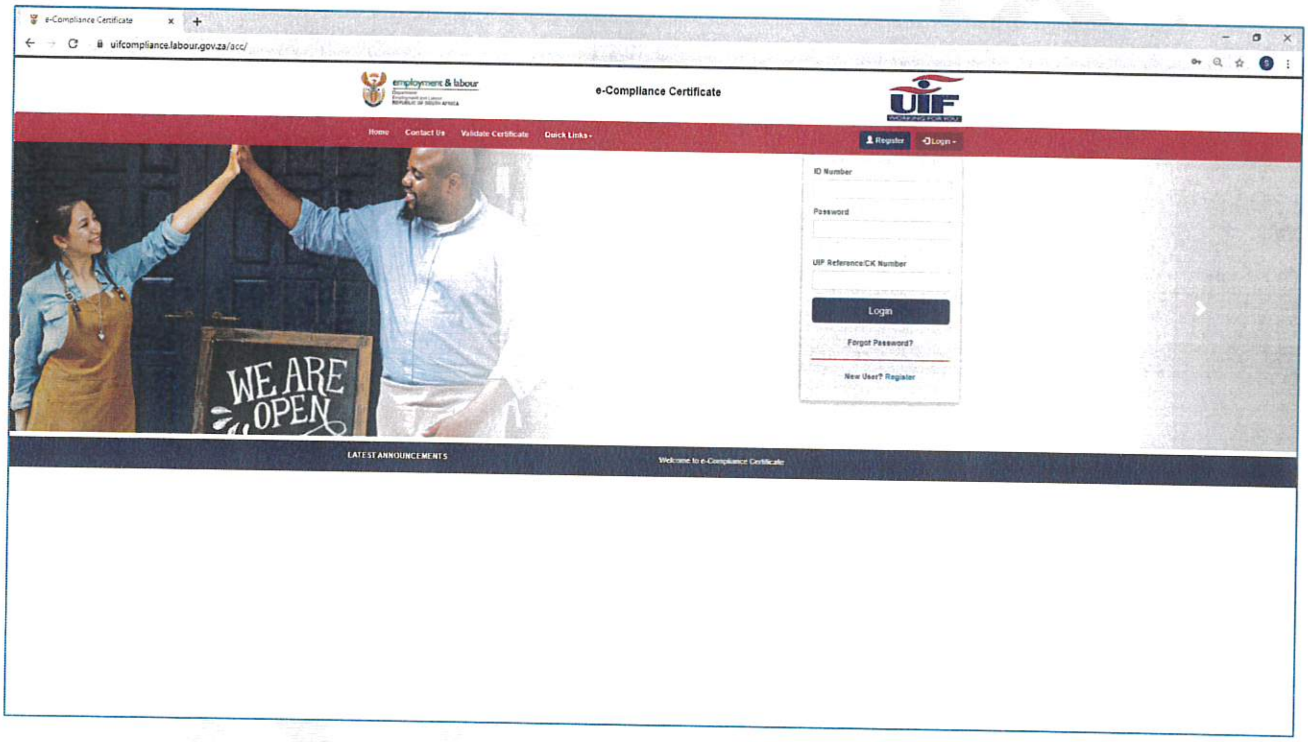
GENERATION OF A COMPLIANCE CERTIFICATE

Once the registration is successful, you will be able to generate a Compliance certificate or a Tender Letter.

Step 10

Please click on Log in with the login credentials obtained from the eCC system or DoEL and capture the ID number, Password and UIF reference number or CK number



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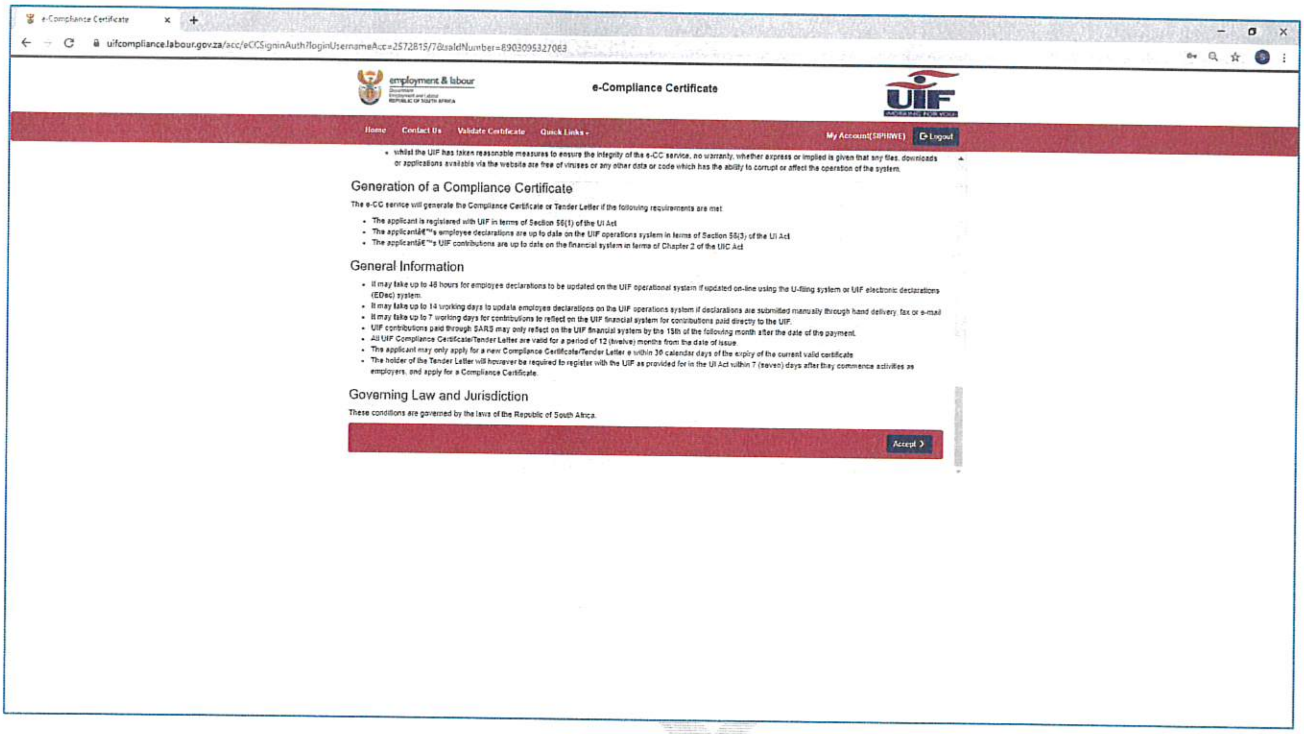
Step 11

Upon logging in successfully, please accept the Terms and Conditions;



Step 12

Click on Generate a Certificate at the Bottom Right Hand side of the screen

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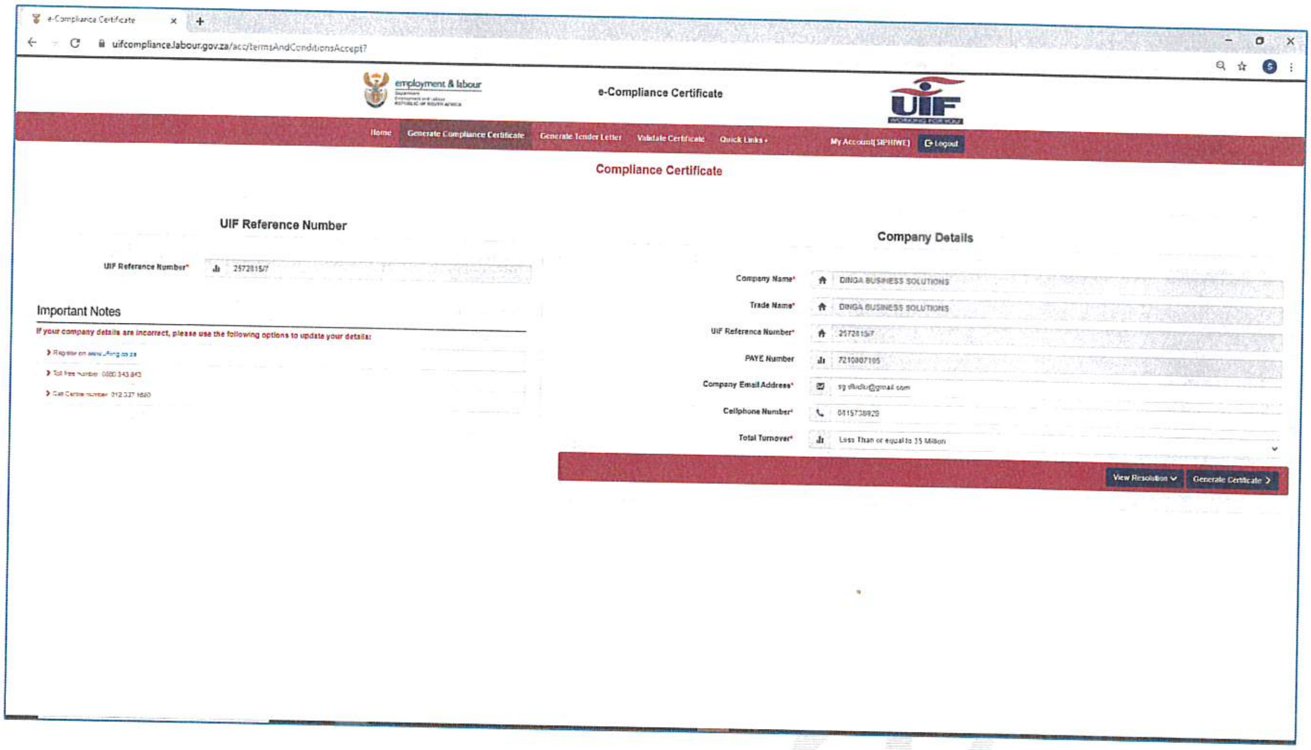
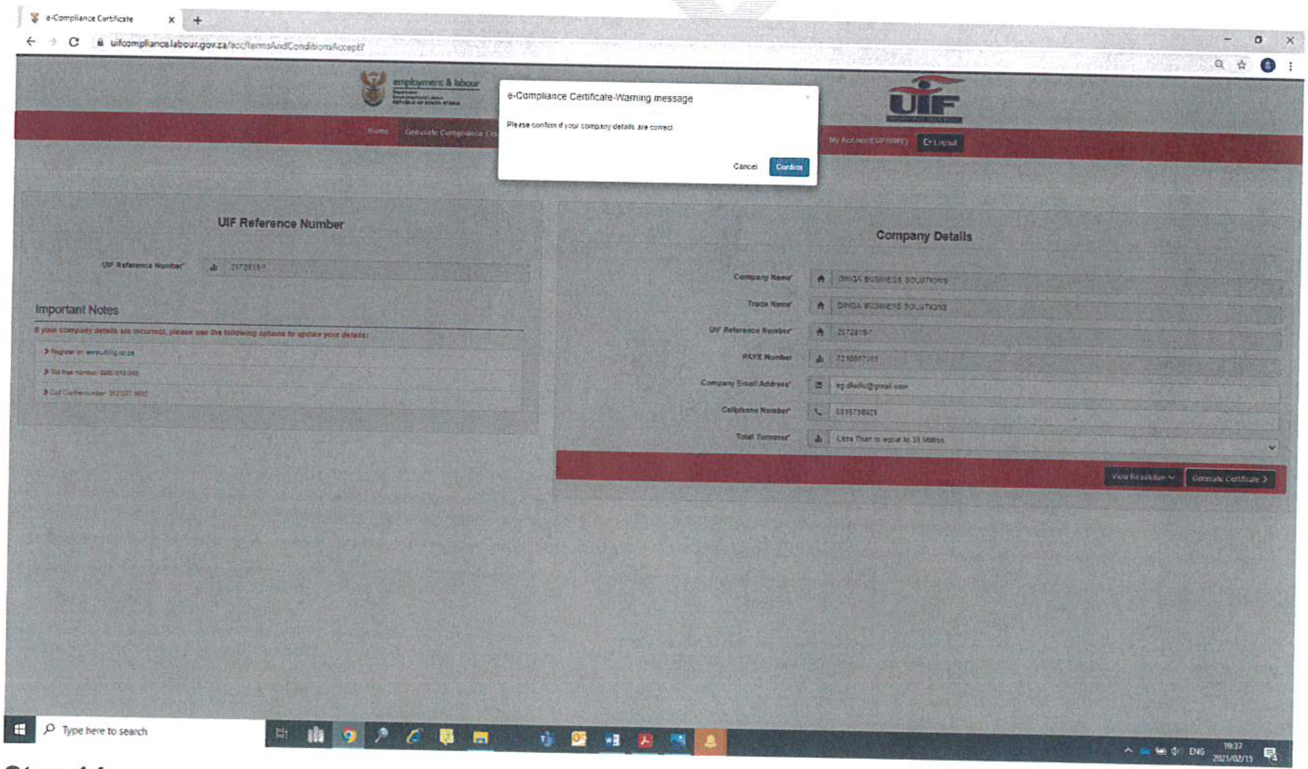


Step 13

Please confirm the correctness of the information through clicking Confirm



Step 14

After taking the business rules into the account, the system will provide feedback based on the analysis, such feedback can be downloaded on pdf or printed directly from the system

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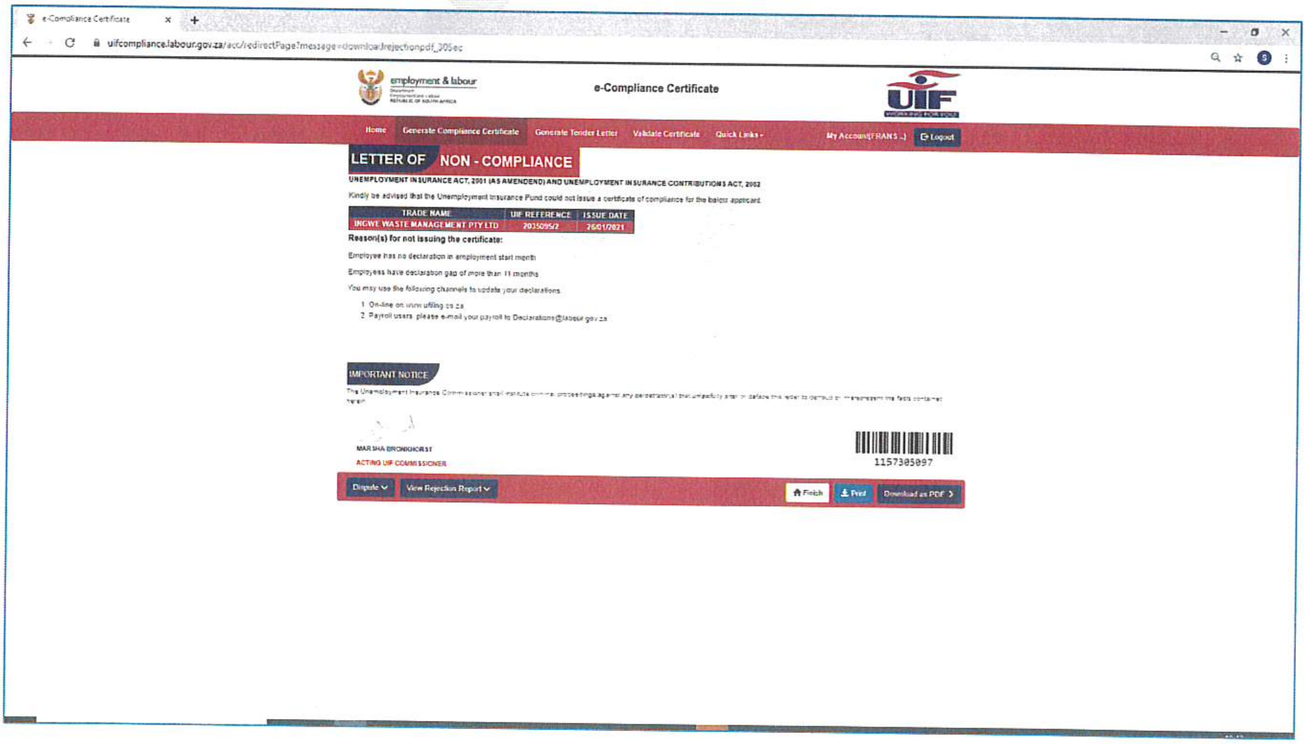
Step 15

If the applicant was found to be non-compliant to legislation, a Rejection letter will be available on the system, accompanied by a Rejection report to provide a breakdown of the gaps identified



Step 16

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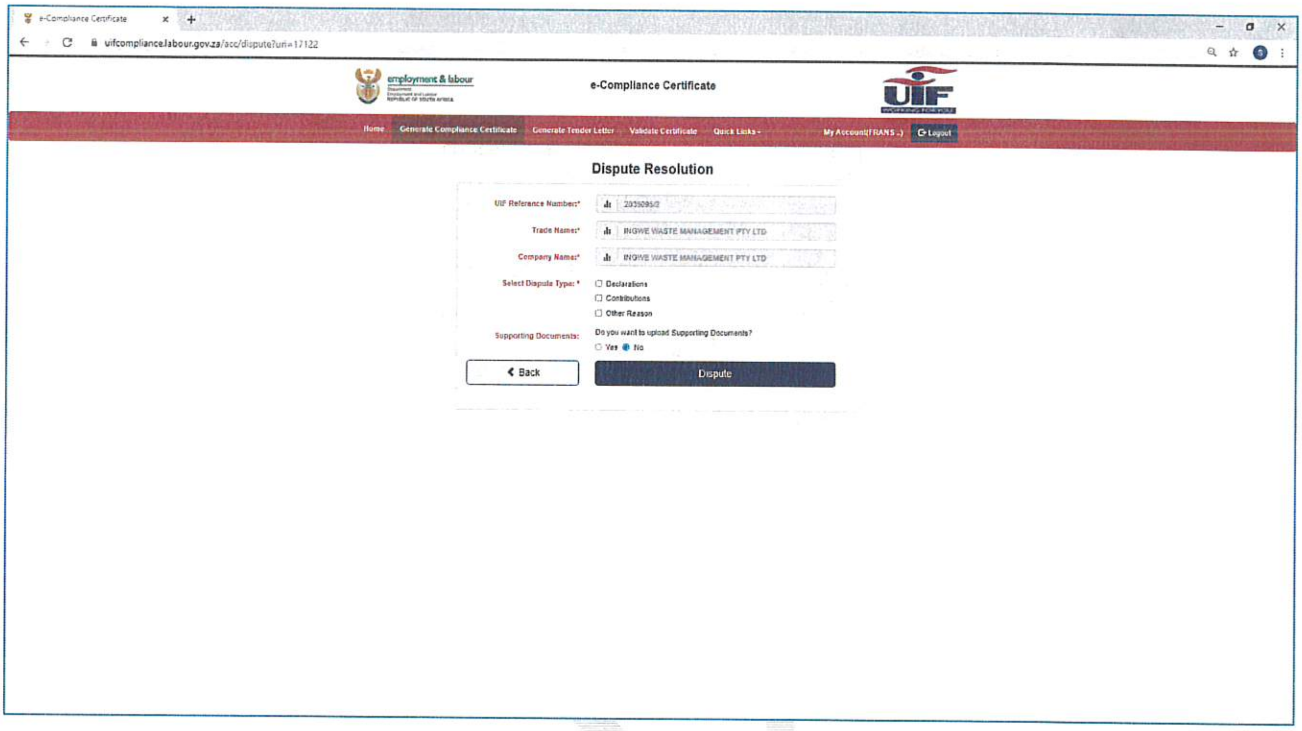
If the Applicant is not satisfied with the decision of the system, they can click on the Dispute button at the bottom left hand side of the screen



Step 17

A dispute will be accepted with the reasons including attachments and be dealt with within 10 working days, which is similar to verification of applications whose contributions commenced before April 2004

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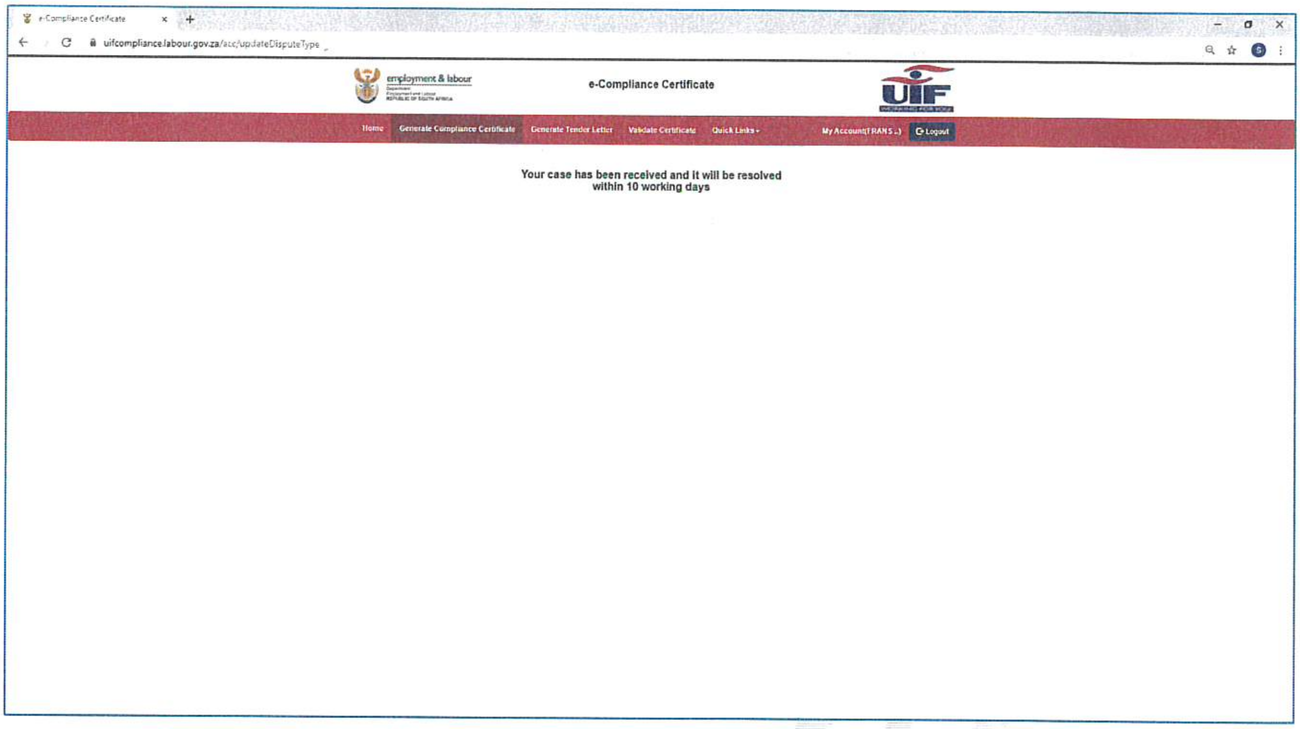

SYSTEM BUSINESS RULES FOR COMPLIANCE CERTIFICATES

A. General system operations rules

1) The system will check if the compliance certificate was issued within the past eleven months from the date of application. If so, the system will re-issue the compliance certificate (subsequent request within the valid 11 months will be treated as a re-print of the valid certificate).
2) If the certificate is 11 months old, the applicant will be given an option to apply for a new certificate.
3) The rules in 1 and 2 above will also apply to the Tender Letter.
4) The Compliance Certificate and Tender Letter will be valid for a period of 12 months from the date of issue.
5) The system has provision for users to validate the Compliance Certificates and Tender Letters provided to them by their clients.

B. Compliance rules

1) If the declaration gap of the employees is less than 12 months from the date of application, the company will be deemed compliant.

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2) If the declarations gap of employees is more than 11 months during any period from the date of employee registration, the company is deemed non-compliant.
3) From 1st April 2019, the system will require monthly declarations for the employer to be compliant as per the Amended Act.
4) A 2 months tolerance period is set for SARS employers. Cut-off date for declarations is the 7th of each month.
5) If declarations are not up to date the system will issue a Non-compliance letter together with a report indicating the declarations outstanding per Employee name, ID number and period outstanding.
6) Once the applicant is found to be compliant with declarations, the system will proceed to check compliance on contributions.
7) If contributions are found to be not up to date the system will issue a Non-compliance letter.
8) The company is deemed compliant if the last company contributions cover the period up to the second last month that company contributions are due. Cut-off date for contributions is the 7th of each month (for Sars Employers).
9) Verification of compliance for all the applications will start from the business commencement date. If the commencement date of the business is before April 2002, verification of compliance will start from April 2002.
10) Applications from businesses that commenced business before April 2004 will be referred for manual contribution verification.

SYSTEM BUSINESS RULES FOR TENDER LETTERS

11) The system will check if the company has active employees working for more than 24 hours a month. If the company has active employees, the system will re-direct the applicant to "Application for Compliance Certificate". If the company is not registered with UIF or is registered with UIF but has terminated its employees, redirects the applicant to "Application for a Tender Letter" screen.
12) If the employer is registered with UIF and has terminated all its employees, the tolerance period does not apply. The employer's declarations and contributions must be up to date on the date of application.
13) (NB: Tender letter is issued to companies that are not registered with UIF because they don't have employees and companies that have employees but have terminated all of them).

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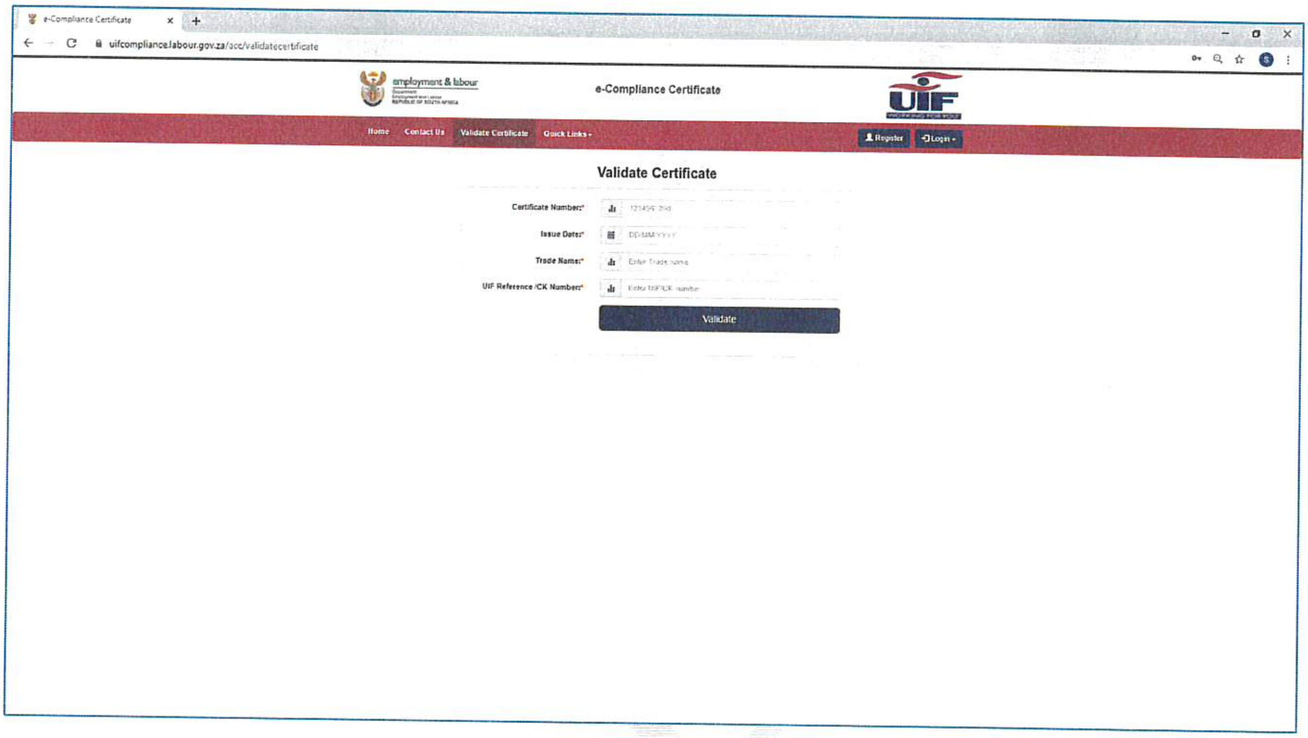
VALIDATION OF COMPLIANCE DOCUMENTS

Please click on Validate Certificate, capture the required information and click on Validate



CONCLUSION

In conclusion, the UIF hopes that this system will improve the service delivery to our clients and this manual will provide the necessary information to all the users in times of need.

This training manual must be used hand in hand with the UIF Legislative documents and proper understanding of the business rules embedded in the e-CC system.

X.M.