BID NO: 018-2024/2025.

APPOINTMENT OF A SERVICE PROVIDER FOR FULL TURN-KEY MANAGED INFORMATION AND COMMUNICATION SERVICES FOR THE CETA FOR 3 YEARS.

RFP NUMBER:	**BID NO: 018-2024/2025.**
DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER FOR FULL TURN-KEY MANAGED INFORMATION AND COMMUNICATION SERVICES FOR THE CETA
ADVERT / PUBLISH DATE:	20 September 2024
CLOSING DATE:	14 October 2024
CLOSING TIME:	11h00
VALIDITY PERIOD	120 days from the closing date
PREFERENCE POINT SYSTEM	80/20
BRIEFING SESSION	01 October 2024 at 11h00 at CETA Head Office
BID RESPONSES MUST BE HAND DELIVERED TO:	CETA Head Office 52 14th Road Noordwyk Midrand 1687
ATTENTION:	Supply Chain Management – Bids

NB: Bidders must ensure that they sign the tender register at the CETA Head Office Reception when delivering their bids responses. Bidders who will use Courier companies are to ensure that the Courier company writes the name of the bidding company on the tender register at CETA H/O Reception. Submissions not registered on the tender register will be disqualified. The closing time is as per the clock displayed at the CETA Head Office Reception.

The CETA reserves the right not to appoint or to cancel this tender at any time as circumstances dictates.

It should be noted that the award may not necessarily be to the lowest bidder; and that cost effectiveness does not equal the lowest price quote.

TERMS, ABBREVIATIONS AND ACRONYMS

Term	Description
ATR	Annual Training Report
CETA	Construction Education and Training Authority
DHET	Department of Higher Education and Training
DG	Discretionary grants
EFT	Electronic Funds Transfer
ETQA	Education and Training Quality Assurance
LMS	Learner Management System
NLRD	National Learner Records Database
NQF	National Qualification Framework
NSDP 2030	National Skills Development Plan 2030
OFO	Organized Framework for Occupations
QCTO	Quality Council for Trades and Occupations
SETIMS	Sector Education and Training Management Information System
SAQA	South African Qualification Authority
SDF	Skills Development Facilitator
SETA	Sector Education Training Authorities
SLA	Service Level Agreement
SDL	Skills Development Levy
WSP	Workplace Skills Plan

BID CONDITIONS

1. All bidders are required to register on the National Treasury Central Supplier Database (CSD). The CSD proof of registration will be used by CETA to verify the bidder's tax compliant status at the time of BID award.

2. **This RFP will only be awarded to bidders who are tax compliant on National Treasury CSD on award**.

OTHER REQUIRED DOCUMENTS
Please note that failure to attach the following documents will result in the forfeiture of preference points:

- Completed and signed:

- SBD 1
- SBD 4
- SBD 6.1
- SBD 7.2
- GCC

OTHER REQUIRED DOCUMENTS
Please note that failure to attach the following documents will result in the forfeiture of preference points:

3. EMEs:

Sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership or a B-BBEE level verification certificate.

4. QSEs

Sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or B-BBEE level verification certificate.

5. Bidders other than EMEs and QSEs:

Original and valid B-BBEE status level verification certificate verified by a SANAS accredited verification agency, or a certified copy thereof.

Please double-check that you have attached all the above documents before submitting your bid document.

52 14th Road, Noordwyk, Midrand, 1687
+27 11 265 5901 scmtenders1@ceta.co.za www.ceta.org.za

BID DOCUMENTS CHECK LIST:

The contents of the bid document must be as follows, and numbered as per the numbering below, with each schedule punched, placed in a file, and separated from the next schedule with a file divider.

Please complete the checklist below to verify your submission of the relevant documents:

Schedules	**Description**	**Submitted – Indicate YES or NO**
Schedule 1	Proof of registration with National Treasury Central Supplier Database (CSD)	
Schedule 2	Letter from the bank confirming banking details.	
Schedule 3	Reference letters	
Schedule 4	Methodology and approach	
Schedule 5	CV's and Qualifications of proposed team	
Schedule 6	Pricing Schedule	
Schedule 7	Company Profile	
Schedule 8	Independently reviewed or audited Financial Statements (past 24 months) reflecting the company's going concern for the CETA to determine financial sustainability through analysis of the Liquidity test & Solvency	
Schedule 9	Valid BBBEE documents	

BID SUBLMSSION

Bidders are required to submit **one (1) Original Proposal** of the bid document **PRINTED** and in soft copy on an unlocked USB drive.

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER FOR FULL TURN-KEY MANAGED INFORMATION AND COMMUNICATION SERVICES FOR THE CETA FOR 3 YEARS.

1. INTRODUCTION

The Construction Education and Training Authority (CETA) calls for bids from service providers to provide a full portfolio of information and communication technology (ICT) services to the CETA. The service provider will be responsible end to end for the efficient, effective, secure and modern ICT Environment of the CETA for 36 months. The service provider must assist and guide CETA in improving and enhancing the CETA's ICT environment to better serve internal and external stakeholders.

2. BACKGROUND

The CETA is a Sector Education and Training Authority established in terms of the Skills Development Act, 1998 as amended. The National Skills Development Plan 2030 (NSDP) has five principles and goals which guide the strategic plan and annual performance plan of the CETA.

The CETA recognises the need for a turn-key managed ICT service provider to enhance and unlock the full potential of CETA operations. Currently, the CETA operates manually and decentralised, leading to inefficient ICT utilisation, relegating ICT to an afterthought rather than a strategic business enabler.

The CETA is looking to elevate the role and use of ICT throughout the organisation leading with a cloud-first strategy for its digitalisation needs.

The CETA has offices in all 9 provinces and has an organisational structure consisting of 178 positions.

3. CETA ORGANISATIONAL STRUCTURE

The CETA organisational structure is currently made up of the following divisions:

3.1 Office of the CEO:

- Risk Management
- Legal and Compliance
- Transformation
- Monitoring and Evaluation
- Special Projects

3.2 Finance

- Supply Chain Management
- Financial Management
- Facilities Management

- The work of this division is supported by SAGE 200

3.3 ETQA and Projects

  - Qualifications and Accreditation
  - Learning Programmes Implementation and Monitoring
  - Client services and Projects

- The work of this division is supported by the Learner Management System

3.4 Strategic Support

  - Human Resources
  - ICT
  - Marketing, Communications and Stakeholder Management
  - Research, Planning and Reporting

- The work in this division is supported by the Lerner Management System and SAGE 300

4. OBJECTIVES OF THE CETA- FULL TURN KEY MANAGED ICT SERVICE PROVIDER

Engaging a single managed service provider (MSP) to assist the Construction Education and Training Authority (CETA) with a range of IT services offers several advantages:

1. Streamlined Project Management
   a. Single Point of Contact: Simplifies communication and coordination by providing a single point of contact for all IT-related services, reducing the complexity of managing multiple vendors.
   b. Consistent Communication: Ensures that information is shared consistently and accurately across all services, preventing misunderstandings and misalignments.

2. Cost Efficiency
   a. Bundled Services: Potential for cost savings through bundled services and negotiated discounts for a comprehensive package, as opposed to individual services from multiple vendors.
   b. Reduced Overhead: Lower administrative overhead due to simplified vendor management, invoicing, and contract negotiation processes.

3. Integrated Solutions
   a. Seamless Integration: Ensures all systems and services are integrated and compatible, leading to a more cohesive and efficient IT infrastructure.

   b. Holistic Approach: An MSP with a broad scope can design solutions that consider the interdependencies between different components (e.g., network configuration, endpoint security, and server management).

4. Enhanced Security
   a. Unified Security Strategy: A single MSP can develop and implement a comprehensive security strategy that covers all aspects of the IT environment, ensuring no gaps in coverage.
   b. Centralized Monitoring: Centralized monitoring and management of security systems (e.g., endpoint security, Mimecast) for quicker detection and response to threats.

5. Expertise and Support
   a. Specialized Knowledge: Access to a team of experts with specialized knowledge across various IT domains, ensuring high-quality installation, configuration, and maintenance.
   b. Proactive Support: Consistent and proactive support and maintenance services that pre-emptively address issues before they become critical.

6. Scalability and Flexibility
   a. Adaptability: Easier to scale services up or down as the organization's needs change, without the need to negotiate with multiple vendors.
   b. Flexibility: Flexibility in deploying new technologies and services, as the MSP has a comprehensive understanding of the existing infrastructure.

7. Simplified Compliance and Policy Development
   a. Consistent Policies: Consistent development and implementation of ICT policies across all systems, ensuring compliance with regulatory requirements and organizational standards.
   b. Comprehensive Documentation: Centralized documentation of all processes and policies, aiding in audits and compliance checks.

8. Improved Efficiency and Performance
   a. Optimized Performance: Holistic optimization of the IT infrastructure, ensuring all components work together efficiently and effectively.
   b. Minimized Downtime: Reduced risk of downtime through coordinated maintenance and support, enhancing overall productivity.

9. Strategic Planning and Future-Proofing
   a. Long-Term Planning: Ability to create long-term strategic plans for IT infrastructure development and upgrades, aligning with organizational goals.
   b. Future-Proofing: Implementation of scalable and flexible solutions that can adapt to future

technological advancements and organizational growth.

10. Comprehensive Reporting and Analytics
    a. Unified Reporting: Consolidated reporting on IT performance, security, and usage, providing clear insights and aiding in decision-making.
    b. Data-Driven Decisions: Use of analytics to inform strategic decisions and improve overall IT governance.

Conclusion:

By engaging a single managed service provider for the installation, configuration, and maintenance of the network, access points, laptops, cell phones, Microsoft 365 E5 suite, endpoint security, Mimecast, ICT policy development, data room build, and ongoing support, CETA can benefit from streamlined management, cost efficiencies, integrated solutions, enhanced security, and improved overall performance. This approach enables CETA to focus on its core mission while ensuring a robust and reliable IT infrastructure.

5. PROJECT SCOPE

5.1. Dedicated ICT Service Desk Service

Provision of a dedicated ICT service desk service for logging and tracking of all support and service related calls.

5.2. IT Service Management

The Service Provider is required to provide and perform the end-to-end delivery of IT Service Management services in line with the ITIL V4 framework, including the required tools to monitor and manage all services.

The Service Management service set is a crucial element of this RFP as it looks holistically at all IT Services, including those provided by all vendors and CETA IT personnel, ensuring that all IT Services are managed and delivered effectively and seamlessly.

5.3. Server Support and Maintenance Services

5.4. Local Area and Wi-Fi Network

5.5. Wide Area Network

Provision of fully managed Wide Area Network with a centralised internet breakout. Each office must have a primary and secondary last mile network link to provide highly available connectivity.

5.6. Internet Connectivity

5.7. Infrastructure Monitoring

5.8. IT Security Services

5.9. IT and Security Management

5.10. Cloud PBX and Microsoft Teams Telephony

The service provider must configure and support Microsoft Teams telephony, including user provisioning, call routing configurations, and troubleshooting.

5.11. Active Directory and Azure Active Directory Services

5.12. Storage Systems

5.13. Reporting

5.14. Data Room

6. DELIVERABLES

6.1. Project Charter and Project Implementation Plan

6.2. CETA ICT Environment assessment report and recommendations

6.3. Review, Development and Enhancement of ICT strategy, policies, processes and guidelines.

6.4. Service Desk, Network and Call Centre Monitoring & Management Tools

6.5. Data migration plan and reporting (where required)

6.6. Training materials (digital) and training workshops to be conducted for internal stakeholders

6.7. ICT Equipment rationalisation and centralization in the newly purpose-built data room.

6.8. Change management plan and progress reports

6.9. Weekly reporting on the performance of the ICT environment (network, backup, security, server room build)

6.10. Ongoing review, recommendation and enhancements of the ICT environment

6.11. Monthly project progress update reports

6.12. End User Support and maintenance (Laptops & systems)

6.13. ICT Environment Security

7. REQUIREMENTS

Please refer to the "Managed Services RFP Bid Doc 210524 Requirements" document for a full list of all CETA requirements relating to the Managed Services RFP.

Bidders will be required to complete the above document as part of the evaluation process.

8. PROJECT DURATION

The contract period is expected to cover a maximum period of 36 months from the date of appointment.

Project Handover

- A detailed handover of the developed solution to be made to the CETA towards the end of the contract term, including all project documentation and solution blue-prints
- Hand over every phase sign off to the CETA
- Confirmation that all tasks and responsibilities have been handed over and that the CETA has all necessary information and resources.
- Certificate of CETA ownership of the system, and all data migrated into the system
- The Solution will be hosted on the CETA's platforms

9. CETA MANAGED SERVICES APPENDIX LIST

9.1. Appendix 01 – CETA ICT Response Matrix

Priority Level	Response	Resolution	Applicability
Priority 1 (Critical)	15 mins	1 Hour	24/7/365
Priority 2 (High)	1 hrs	2 Hrs	Business Hours
Priority 3 (Medium)	4 hrs	8 Hrs	Business Hours
Priority 4 (Low)	8 hrs	16 hrs	Business Hours

9.2. Appendix 02 – Service Desk Minimum Service Levels

Service Element	Service Measure	Service Level	Measurement Period
Service Availability	System uptime and availability	99.99%	Monthly
Call answer	Call report	98% of calls are answered within 20 seconds.	Monthly
Email Response	Email response	98% of emails to be logged & assigned within 20 (twenty) minutes of receiving the email	Monthly
Abandoned calls	System report	Not to exceed 2% on calls presented to queue. Excluding abandoned calls within the automated Interactive Voice Recognition System.	Monthly
Support Calls and service requests correctly assigned 1st time	Measurement on call assignment before initial response < 3	Correct call assignment for Incident and Service requests. 97%	Monthly

9.3. Appendix 03 – Microsoft Operating Systems

Service Element	Service Measure	Service Level	Measurement Period
Windows server availability	Availability of services	99.90%	Monthly
File services availability	Services availability	99.9%	Monthly
Firmware & software patching for operating system, systems software as well as hardware (drivers, firmware etc.)	Level of firmware and software and supported versions	98% at N-1	Quarterly
Security patching for operating systems, software and hardware (drivers, firmware, etc.)	100% Critical and High Severity	99.90% at N	Monthly
Reporting	Adherence to service reporting requirements including frequency	100% delivery on reporting requirements	Monthly

9.4. Appendix 04 – Local Area & WIFI Network Minimum Service Levels

Service Element	Service Measure	Service Level	Measurement Period
Firmware & software patching and upgrades	100%	N-1	Quarterly
Security patching for firmware and software	100% Critical and High Severity	N	Monthly
Incident Management	Number of Incidents resolved within the resolution times.	97% of all Incidents resolved within the respective resolution times 95% of all Incidents resolved within the respective resolution times	Monthly
Reporting	Adherence to service reporting requirements including frequency	100% delivery on reporting requirements	Monthly

9.5. Appendix 05 – CETA Wide Area Network Minimum Service Levels

Service Element	Service Measure	Service Level	Measurement Period
WAN Backbone Availability	WAN uptime	99.95%	Monthly
HO and branch office availabiity	Site uptime	99.95 %	Monthly
Latency on the backbone and last mile	Latencies exceeding 150 ms	< 150 ms 100% of the time	Monthly
Packet Delivery on the backbone	Packet loss > 1%	< 1% packet loss, 100% of the time.	Monthly
Jitter on backbone and last mile	Jitter exceeding 30 ms	<30ms, 100% of the time for	Monthly

Service Element	Service Measure	Service Level	Measurement Period
		real-time class of service traffic.	
Firmware & software patching and upgrades	100%	N-1	Monthly
Security patching for firmware and software	100% Critical and High Severity	N	Monthly
Reporting	Adherence to service reporting requirements including frequency	100% delivery on reporting requirements	Monthly

9.6. Appendix 06 – CETA Offices Nationally and Current Connectivity to be supported

OFFICE	PHYSICAL ADDRESS	Size Of Link
Head Office	52 14th Road	Primary 200 Mb/s
	Noordwyk	Secondary 200 Mb/s
	Midrand	
	1687	
OFFICE	**PHYSICAL ADDRESS**	**Size Of Link**
Gauteng	150 Industrial Road	Primary 20 Mb/s
	Tshwane South TVET College	Secondary 20 Mb/s
	Pretoria West	
	0183	
OFFICE	**PHYSICAL ADDRESS**	**Size Of Link**
Limpopo	73 Biccard Street	Primary 20 Mb/s
	Maneo Building	Secondary 20 Mb/s
	Polokwane Central	
	700	
OFFICE	**PHYSICAL ADDRESS**	**Size Of Link**
Mpumalanga	Disaster Management Building	Primary 20 Mb/s
	COGTA Building	Secondary 20 Mb/s
	R40 Road	
	Nelspruit	
	1200	
OFFICE	**PHYSICAL ADDRESS**	**Size Of Link**
Eastern Cape	No 3 Elton Street	Primary 20 Mb/s
	Southernwood	Secondary 20 Mb/s
	East London	
	5200	
OFFICE	**PHYSICAL ADDRESS**	**Size Of Link**
Free State	Motheo Hillside View TVET	Primary 20 Mb/s
	College Campus	Secondary 20 Mb/s
	Lobona Motsoeneng Street	
	Mangaung	
	Bloemfontein	
	9301	
OFFICE	**PHYSICAL ADDRESS**	**Size Of Link**
KwaZulu-Natal	73 Ramsay Avenue	Primary 20 Mb/s
	Musgrave	Secondary 20 Mb/s
	Durban	1 x Meraki MX67
	4001	
OFFICE	**PHYSICAL ADDRESS**	**Size Of Link**
North West	Taletso TVET College	Primary 20 Mb/s

(Mahikeng)	Dr. Albert Luthuli Drive	Secondary 20 Mb/s
	Next to the SABC	
	Mmabatho	
	2790	
OFFICE	**PHYSICAL ADDRESS**	**Size Of Link**
North West	Vuselela TVET College Cooperate Centre	Primary 20 Mb/s
(Klerksdorp)	8 Bram Fischer Street	Secondary 20 Mb/s
	Klerksdorp Central,	
	2571	
OFFICE	**PHYSICAL ADDRESS**	**Size Of Link**
Western Cape	Parc du Cap 3	Primary 20 Mb/s
	9-10 Willie Van Schoor Avenue	Secondary 20 Mb/s
	Bellville	
	Cape Town	
	77418	
OFFICE	**PHYSICAL ADDRESS**	**Size Of Link**
Northern Cape	45 Schmidtsdrift Road	Primary 20 Mb/s
	Carters Glen	Secondary 20 Mb/s
	Kimberley	
	8300	

9.7. Appendix 07 – Internet Connectivity Minimum Service Levels

Service Element	Service Measure	Service Level	Measurement Period
Internet Availability	Uptime	99.99% availability	Monthly
Internet Latency	Latency	< 160ms	Monthly
Packet Delivery	% Packet Delivery	100%	Monthly
Reporting	Adherence to service reporting requirements including frequency	100% delivery on reporting requirements	Monthly

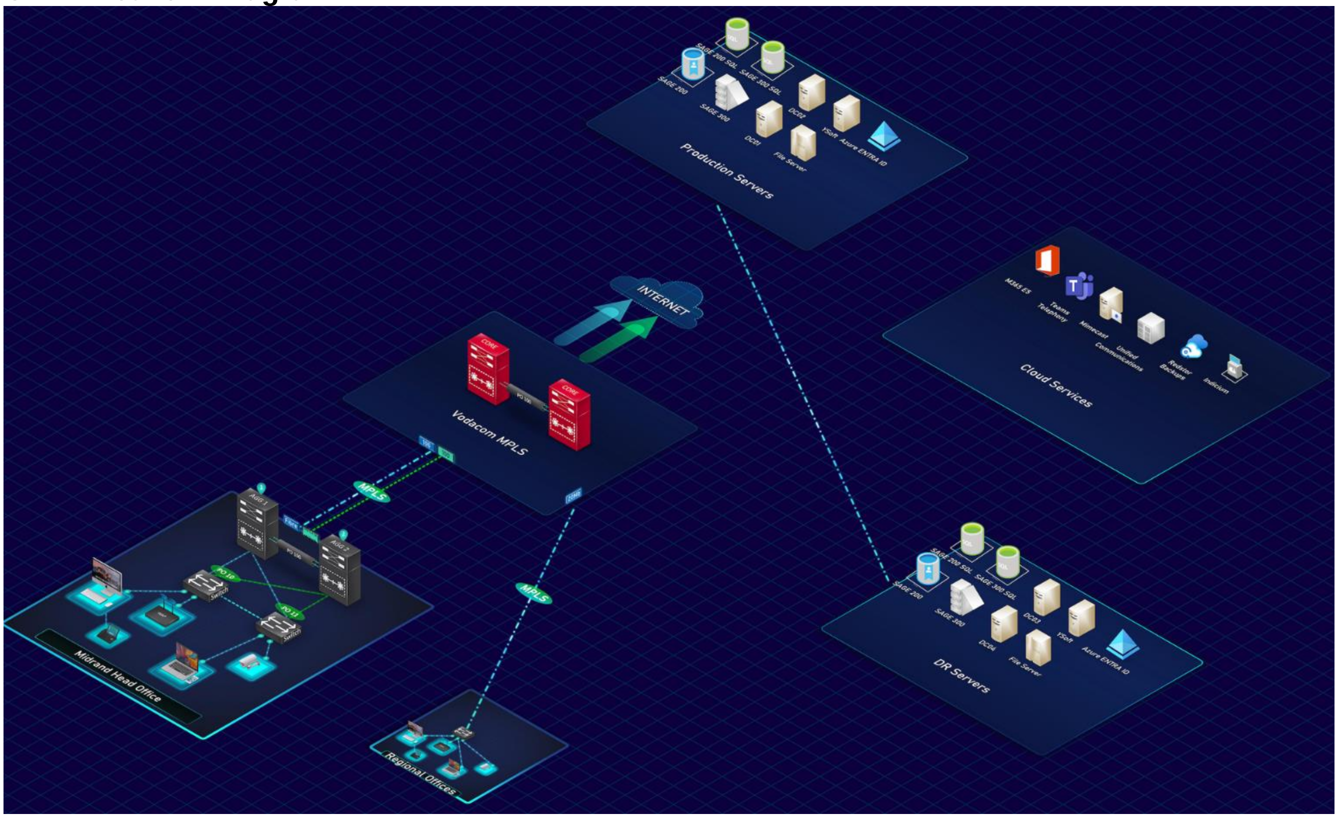
9.8. Appendix 08 – Infrastructure Monitoring Minimum Service Levels

Service Element	Service Measure	Service Level	Measurement Period
System Monitoring	As per defined thresholds for infrastructure and applications	100%	Monthly
Alerting	As per defined and agreed alerts	100%	Monthly
Performance Monitoring	As per defined thresholds for infrastructure and applications performance	100%	Monthly
Monitoring agent coverage	In Scope Devices and Applications	100%	Monthly
Automated logging of critical events to service management tool	In Scope, critical events	100%	Monthly
Reporting	Adherence to service reporting requirements including frequency	100% delivery on reporting requirements	Monthly

9.9. Appendix 09 – Minimum Service Levels

Service Element	Service Measure	Service Level	Measurement Period
Availability SLA- High Availability Perimeter Firewalls	Uptime	(99.999%) availability operation without the disruption of production traffic	Monthly
Patch & firmware management for all security devices	Patch sets at N-1	100.00%	Monthly
Desktop Antivirus Compliance	Number of compliant devices (Latest software & patch definitions)	99% Compliance	Monthly
Endpoint encryption	Number of compliant devices	98% Compliance	Monthly
Incident Management	Number of Incidents resolved within the resolution times.	97% of all Incidents resolved within the respective resolution times	Monthly
Reporting	Adherence to service reporting requirements including frequency	100% delivery on reporting requirements	Monthly

CETA Network Diagram



9.10. Appendix 10 – Active Directory and Azure Active Directory Services

Service Element	Service Measure	Service Level	Measurement Period
Active Directory system availability	Availability	99.95%	Monthly
Reporting	Adherence to service reporting requirements including frequency	100% delivery on reporting requirements	Monthly
Ensure modern Authentication is working	Modern Authentication Availability	99%	Monthly

9.11. Appendix 11 – Storage Systems

Service Element	Service Measure	Service Level	Measurement Period
Storage Availability	Availability	99.99%	Monthly
Patch & firmware management	Patch sets at N -1	100.00%	Monthly
Incident Management	Number of Incidents resolved within the resolution times.	97% of all Incidents resolved within the respective resolution times	Monthly
Reporting	Adherence to service reporting requirements including frequency	100% delivery on reporting requirements	Monthly

10. PRICING SCHEDULE

ITEM NO	ITEM DESCRIPTION	DELIVERABLE	COST PER DELIVERABLE excl. VAT	COST PER DELIVERABLE INCL VAT
1	Managed Solution Service	1		
1a	Dedicated ICT Service Desk Service	1		
1b	IT Service Management	1		
1c	Server Support and Maintenance Services	1		
1d	Local Area and Wi-Fi Network	1		
1e	Wide Area Network (WAN)	1		
1f	Internet Connectivity	1		
1g	Infrastructure Monitoring	1		
1h	IT Security Services	1		
1i	IT and Security Management	1		
1j	Cloud PBX and Microsoft Teams Telephony	1		
1k	Active Directory and Azure Active Directory Services	1		
1l	Storage Systems	1		
1m	Reporting	1		
1n	Data Room	1		
2	Data migration plan and report	1		
3	Training materials and training workshops / interventions	1		

4	Change management plan and progress reports	1		
5	Testing and quality assurance reports	1		
6	Solution/s rollout plan and monthly progress update reports	1		
7	Close-out report with post implementation review and recommendations	1		
8	Post-implementation support and solution maintenance	1		
TOTAL COST (Incl VAT) (A)				**R**
SOLUTION SUBSCRIPTION / MAINTENANCE COSTS				
ITEM NO	**ITEM**	**Total Cost excl. VAT.**		**Total Cost (incl. VAT)**
9	Solution Subscription / Licence Maintenance for the duration of 36 Months			
TOTAL COST (Incl VAT) (B)				**R**
10	**TOTAL COST (Incl VAT) A+B**			**R**

NB: Mandatory system updates and enhancements are to be considered on an annual basis by the appointed service provider to be specified/developed per the identified need of the CETA the system at no additional cost to the CETA.

System support and maintenance are to be rate-based and must be managed through a dedicated helpdesk.

……………………………………..   ..………………………………………………

Signature   Date

…………………………………….   ……………………………………………….

Position   Name of Bidder

11. EVALUATION CRITERIA

Mandatory Evaluation Criteria:

1. Criterion 1: Functionality: Requirements Alignment
   a. Bidders must have a valid partnership certificate and agreement with a South African telecommunications operator to meet the requirements outlined in the "Managed Services RFP Bid Doc 210524 Requirements" document found in Section 7 of this document.
   b. Evidence of the valid partnership certificate and or agreement must be provided.
   c. Bidders not submitting supporting documents for the above mandatory evaluation criteria will forfeit all points for Evaluation Criteria, and not be considered for bid award.

11.1. Criterion 1 – Functionality

Functionality is worth 90 points. The minimum threshold is 70 points. bidders who score less than 70 points on functionality will therefore be disqualified. Those who score 70 points or more will be further evaluated on presentations. The functionality evaluation is broken down as follows:

Past Relevant Experience (Attach contactable reference letters for system systems implemented - on **client's letterhead**) Please note the following: Applicants must have specific experience and submit at contactable references of similar work undertaken for Managed Services solutions. Reference letters should not be more than 5 years old, from date of publication of this tender	**Total – 10 points**
Submission of five (5) or more reference letters in a company letterhead which indicates successful implementation of a solution	10 points
Submission of two (2) to four (4) reference letters in a company letterhead which indicates successful implementation of a solution	6 points
Submission of one (1) reference letter in a company letterhead which indicates successful implementation of a solution	1 points
No submission of reference letters	0 points
Methodology and Project Approach **Bidders are required to submit a detailed methodology and approach.** **Demonstration of the understanding of the CETA requirements as per scope requirement.**	**Total – 25 points**
1. Detailed project plan covering months from inception to conclusion with clear timelines. The project implementation plan should address the following:	

• Project initiation
• Requirements gathering and analysis
• Design and Planning
• Development
• Testing
• Deployment
• Training
• Change management
• Support and maintenance
 	
2. Methodology and Approach
• Chosen methodology/s motivation and alignment to CETA requirements
• Chosen approach motivation and alignment to CETA requirements
 	
Points Allocation:
• Project Plan
  o Project Plan aligned to all (Greater than 95%) aspects in this scope of work: **10 Points**
  o Project Plan aligned to 85% to 95% of aspects in this scope of work: **7 points**
  o Project Plan aligned to 75% 84% of aspects in this scope of work: **2 points**
  o Project Plan aligned to Less than 75% of aspect in this scope of work: **0 Points**
 	
• Methodology and Approach
  o Methodology/s and approach aligned to all (Greater than 95%) of CETA requirements: **15 Points**
  o Methodology/s and approach aligned to 85% to 95% of CETA requirements: **10 Points**
  o Methodology/s and approach aligned to 75% to 84% of CETA requirements: **3 Points**
  o Methodology/s and approach aligned to Less than 75% of CETA	

requirements: **0 Points**	
Requirements Alignment **Alignment to CETA Managed Services requirements detailed in the "Managed Services RFP Bid Doc 210524 Requirements" document in described in Section 7 of this document.**	**Total – 35 Points**
1. Comprehensive completion of the "Managed Services RFP Bid Doc 210524 Requirements" document detailing the proposed System/Solutions and Process/Framework by the bidder to address the CETA Managed Services Requirements. **Points Allocation:** • Bidder response to requirements meets all (Greater than 95%) of CETA requirements: **35 Points** • Team composition and experience meets 85% to 95% of CETA requirements: **25 Points** • Team composition and experience meets 75% to 84% of CETA requirements: **10 Points** • Team composition and experience meets Less than 75% of CETA requirements: **0 Points**	
Team Composition **No less than 90% of the team to be made up of South African citizens.** **All team member CVs are to be attached with identity document copies** **All team members to have no less than 10 years' experience in their respective fields, with a minimum of 5 years' experience in implementing projects of a similar nature:**	**Total – 15 points**
The team must include: • Project Manager/s • Business Analyst/s • Software Developer/s • Quality Assurance (Tester/s) • Change / Training Manager/s • System Administrator/s Points Allocation: • Team composition and experience meets all (Greater than 95%) of CETA requirements: **15 Points** • Team composition and experience meets 85% to 95% of CETA requirements: **10 Points**	

• Team composition and experience meets 75% to 84% of CETA requirements: **4 Points** • Team composition and experience meets Less than 75% of CETA requirements: **0 Points** Only proposed team members, and alternates, for which CV's and identity documents are received, will be considered by CETA in the event a bidder is successful. The successful bidder may not substitute team members with ones that were not included in their original bid response.	
Data Migration Plan **Bidders are required to submit a detailed Data Migration Plan. Demonstration of the understanding of the CETA requirements as per the requirement below:**	**Total – 5 points**
Details on how you propose to: • Migrate data from existing systems and solutions into the new Managed Services solution Points Allocation: • Data Migration Plan that meets all (Greater than 95%) of CETA requirements: **5 Points** • Data Migration Plan that meets 85% to 95% of CETA requirements: **3 Points** • Data Migration Plan that meets 75% to 84% of CETA requirements: **1 Point** • Data Migration Plan that meets Less than 75% of CETA requirements: **0 Points**	

11.2. Criterion 2 – Presentation

Bidders who score 70 points or more on functionality will be invited for presentations, presentations will be worth 10 points and bidders need to score a minimum of 6 points to be further evaluated on price and preference. Bidders who score less than 6 points will be disqualified.

Presentation Criterion	Total Points - 10

PART A (**6 points**)
• Presentation on how the provider proposes develop the Managed Services solution
  ○ Excellent (covers all requirements) – **6 points**
  ○ Meets most requirements but not all – **4 points**
  ○ Does not meet requirements – **0 points**	

PART B (**4 points**)
• Presentation on a previously developed Managed Services solutions
  ○ Excellent (covers all topics) – **4 points**
  ○ Meets most requirements but not all – **2 points**
  ○ Does not meet expectations – **0 points**	

11.3. **Criterion 3** – Price and Preference Evaluation

Bidders who score a minimum of 6 points or more on presentations will be further evaluated in terms of Price and Preference points (B-BBEE status level of contributor and specific goals allocated points). As per the table below, price is evaluated over 80 points and preference points over 20:

The specific goals allocated points	**Criteria**	**Number of points allocated (80/20 system)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
B-BBEE contribution level score of the bidder	B-BBEE Level 1	10	
	B-BBEE Level 2	8	
	B-BBEE Level 3	6	
	B-BBEE Level 4	4	
	B-BBEE Level 5-6	2	
	B-BBEE Level 7-8	1	
	Non-compliant contributor	0	
CETA transformation strategic position to empower designated groups in line with the Transformation Policy	100% - 51% Women Ownership	5	
	51% - 35% Women Ownership	3	
	35% - 20% Women Ownership	1	

	100% - 51% Youth Ownership	5	
	51% - 35% Youth Ownership	3	
	35% - 20% Youth Ownership	1	

Whilst CETA is issuing this invitation in good faith, it reserves the right to cancel or delay the selection process at any time without providing reasons therefore and reserves the right not to select any of the respondents to this invitation.

BID NO: 018-2024/2025 terms of reference were approved as follows:

Name……………………………...Signature:…………………………….Date:……………………………
BSC Chairperson

12. ADMINISTRATIVE ENQUIRIES

ANY ADMINISTRATIVE ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:
Department: **Supply Chain Management Unit**
Contact Person: Mathapelo Makomene
Tel: 011 265 5900/5945
E-mail: scmtenders1@ceta.co.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:
E-mail address: melaom@ceta.co.za and cc scmtenders1@ceta.co.za
Below is the address of office to be delivered at:

Province	Physical address
Gauteng (CETA Head Office)	CETA 52 on 14th Road, Noordwyk Midrand 1687

Queries received will be responded to within two (2) working days of receiving the query. CETA will not respond to any enquiries received less than 240 hours (10 days) before the closing date and time of the bid.

SBD 1 - PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	BID NO:018 – 2023/2024	CLOSING DATE:	14 October 2024	CLOSING TIME:	11H00
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
CETA Head Office **52 14th Road** **Noordwyk** **Midrand** **1687**					

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.** 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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)

DATE: ……………………………

SBD 4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1 If so, furnish particulars:

………………………………………………………………………………………
………………………………………………………………………………………

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any

---

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

person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

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

3 DECLARATION

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

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

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

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

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

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

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

………………………………… ..………………………………………………

Signature Date

………………………………… ………………………………………………

Position Name of bidder

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

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

b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

2.1 "Acceptable bid or acceptable quotation" means a bid or quotation which in all respects complies with the specifications and Conditions of Tender as set out in the tender document.

2.2 "Black people" means Africans, Coloureds and Indians (refer to the B-BBEE Act for more details)

2.3 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.4 "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;

2.5 "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 and advertised competitive bidding processes or proposals;

2.6. "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.7. "Control" means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.8. "Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being AND is in procession of a proof of disability.

2.9. "EME" means an Exempted Micro Enterprise in terms of the relevant code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

2.10. "Locality" means that the enterprise has either its head office or an operational office located in a township or rural area AND they are in procession of a municipal account, not older than three months for that location.

2.11. "military veteran" means has the meaning assigned to it in Section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

2.12. "Ownership" of an enterprise has the meaning defined in the Ownership Element of the B-BBEE Amendment Act of 2013 and the codes of good practice. This includes exercisable voting rights in the enterprise; economic interest in the enterprise (including Employee Share Ownership Programmes, Broad-based Ownership Schemes).

2.13. **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

2.14. "**Proof of B-BBEE status level of contributor**" means:

a) B-BBEE Status level certificate issued by an authorized body or person (such as a SANAS verification agent);
b) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
c) A CIPC B-BBEE certificate; or
d) Any other requirement prescribed in terms of the B-BBEE Act.

2.15. **Proof of Disability**" means:

a) A completed SARS "Confirmation of Diagnosis of Disability" form endorsed by a duly registered medical practitioner which will remain valid for 10 years where the disability is of a permanent nature;
b) A medical report and functional assessment report confirming the disability; or
c) A SASSA disability grant.

2.16. "**Proof of Locality**" means:

a) A municipal rates invoice in the name of the company submitting the quotation that has been issued within the last three months;
b) An affidavit or equivalent from an authorised traditional leaders or local councillor in regions where municipal rates invoices are not available, showing the township name and ERF number or physical address;
c) A signed lease with a property owner located in that municipality/township (CETA may request a recent statement from the landlord);
d) A utilities rates statement (examples, Eskom or Telkom fixed line service) showing the physical address and name of the company or director's name

2.17. "**Proof of Military Veteran**" means a:

a) Military veteran certificate as issued by the Department of Military Veterans in the name of the individual; or
b) Military veteran certificate as issued by the Department of Military Veterans in the name of the company.

2.18. "**Proof of Ownership**" means:

a) The % ownership indicated on the Central Supplier Database. The CSD integrates with the systems at Home Affairs (demographic information); Companies and Intellectual Property Commission (CIPC) (for company information such as shareholding); and other databases (such as the banks).

2.19. **"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;

2.20. "**Rand value**" means the total estimated value of a contract in Rand, calculated at the time of the tender invitation.

2.21. "**Specific Goals**" means those goals as contemplated in section 2(1)(d) of the PPPFA which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994

2.22. **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

2.23. **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

2.24. **"township"** has no formal definition but is commonly understood to refer to the underdeveloped, usually (but not only) urban, residential areas that during Apartheid were reserved for non-whites (Africans, Coloureds and Indians) who lived near or worked in areas that were designated 'white only' (under the ...

2.25. "**Youth**" means persons between the ages of 14 and 35 as defined in the National Youth Commission Act of 1996.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points	Criteria	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE contribution level score of the bidder	B-BBEE Level 1	10	
	B-BBEE Level 2	8	
	B-BBEE Level 3	6	
	B-BBEE Level 4	4	
	B-BBEE Level 5-6	2	

	B-BBEE Level 7-8	1	
	Non-compliant contributor	0	
CETA transformation strategic position to empower designated groups in line with the Transformation Policy	100% - 51% Women Ownership	5	
	51% - 35% Women Ownership	3	
	35% - 20% Women Ownership	1	
	100% - 51% Youth Ownership	5	
	51% - 35% Youth Ownership	3	
	35% - 20% Youth Ownership	1	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: …………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME: ……………………………………………………….
DATE: ……………………………………………………….

ADDRESS: ……………………………………………………….

……………………………………………………….

……………………………………………………….
……………………………………………………….

SBD 7.2 CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)……………………………………. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number………….……….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) ……………………………

CAPACITY ……………………………

SIGNATURE ……………………………

NAME OF FIRM ……………………………

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…………………………………………. in my capacity as…………………...……………………………….. accept your bid under reference number ………………dated………………………for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	**PRICE (ALL APPLICABLE TAXES INCLUDED)**	**COMPLETION DATE**	**TOTAL PREFERENCE POINTS CLAIMED**	**POINTS CLAIMED FOR EACH SPECIFIC GOAL**

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

SIGNED AT ………………………………………ON………………………………..

NAME (PRINT) …………………………………………

SIGNATURE …………………………………………

OFFICIAL STAMP

WITNESSES

1 ………………………………

2 …...…………………………….

DATE: ……………………………..

GENERAL CONDITIONS OF CONTRACT

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

To ensure that clients be familiar regarding the rights and obligations of all parties involved in doing business with government.

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

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

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

1.2 "Contract" means the written agreement entered 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 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 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 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 ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, Commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the

Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their 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' 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 the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or Commissioning of the supplied goods.
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods.
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period 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 the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier’s performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27.Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful Misconducts, and in the case of infringement pursuant to Clause 6:

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive Practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in
addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

………………………………… ………………………………….........

Signature Date

.... ……………………………………

Position Name of bidder