



human settlements

Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA

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REFERENCE: VA49/725
ENQUIRIES : MR M KWINANA
TELEPHONE: {012} 444 9245

BID VA49/725: REQUEST FOR PROPOSALS FOR APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A PRELIMINARY IT AND RECORDS MANAGEMENT ASSESSMENT AND FURTHER DEVELOP, SUPPLY AND IMPLEMENT AN ELECTRONIC DOCUMENT AND RECORDS MANAGEMENT SYSTEM (EDRMS) IN THE DEPARTMENT WITHIN A PERIOD OF 24 MONTHS.

- 1 The closing date for the submission of applications/bid documents is **20 April 2021 @ 11:00**. No late applications/bid documents will be considered. All bids must please be placed in the in the Tender Box at the main entrance of the building (**DEPARTMENT OF HUMAN SETTLEMENTS, DR RUTH S MOMPATI, 260 JUSTICE MAHOMED STREET, SUNNYSIDE, PRETORIA**).
- 2 It is compulsory that an original proposal/bid documents be **handed in on/before the closing date of the bid**.
- 3 You are invited to bid for the services as specified in the attached forms.
- 4 The conditions contained in General Conditions of Contracts (GCC) and the attached SBD1, SBD3.3, SBD4, SBD6.1, SBD8, and SBD9 as well as any other conditions accompanying this request are applicable.
- 5 **NATIONAL TREASURY CIRCULAR NO 3 OF 2015/2016**
From 1 April 2016, institutions/departments may not award any bid to a supplier who is not registered on the Centralised Supplier Database (CSD).
- 6 No Briefing Session Will be Held


MR M MAMPURU
DIRECTOR: SUPPLY CHAIN MANAGEMENT
For **DIRECTOR-GENERAL**
DATE: 24/03/2021
Tendercovlet

Kgoro ya tsa Madulo * Lefapha la Bodulo * Lefapha la tsa Manno * Umnyango Wezindawo Zokuhlala * Isebe leeNdawo zokuHlala
* Lik'ko Letekwakhela Luntru* Mensike Nedersettings * UmiNyango weeNdawo zokuHlala * Muhasho wa zwa Vhudzulo * Nizzawilo ya swa Vutshamo

THE DEPARTMENT OF HUMAN SETTLEMENTS

BID NUMBER: VA49/725

DESCRIPTION: PROFESSIONAL SERVICES

CLOSING DATE: 20 APRIL 2021

CHECK LIST TO BE COMPLETED BY THE BIDDER:

<u>Table of Contents:</u>	<u>Yes:</u>	<u>No:</u>
Terms of Reference		
SBD1 Invitation To Bid		
SBD3.3 Pricing Schedule		
SBD 4 Declaration of Interest		
SBD 6.1 Preference Point: Purchases		
SBD 8 Declaration of Bidders Past Supply Chain Management Practices		
SBD 9 Certificate of Independent Bid Determination		
General Conditions of Contract		
<u>Supporting Documents:</u>		
Company Profile		
ID Copies of Directors (certified)		
Certificate issued by Registrar of Companies & Close Corporation, issued by CIPRO.		
Certified/Original Valid B-BBEE Status Level Verification Certificate - 07 December 2011(IF AVAILABLE)		
Compulsory: Please attach a copy of CSD registration report (not later than a month).		

BIDDER NAME IN FULL: _____

SIGNATURE: _____

CAPACITY: _____ **DATE:** _____

Bid invitation check list: Compiled: MR MC CAMAGU

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PURPOSE

1.1 The National Department of Human Settlements seeks to request proposals from credible, adequately qualified, competent, professional and specialised IT and Records Management service providers/ consultants to:

- 1.1.1 Firstly, conduct a preliminary IT and Records Management assessment;
- 1.1.2 Secondly (subsequently) develop, supply and implement an Electronic Document and Records Management System (EDRMS)/ Enterprise Content Management Solution (ECMS) in the National Department of Human Settlements (NDHS); and
- 1.1.3 Thirdly, train Departmental staff on use of the implemented EDRMS system for creation, processing, use and overall management of official Departmental records.

2 OBJECTIVES AND SCOPE OF WORK

2.1 These Terms of Reference (TORs) seek to outline the Project scope of work for credible, adequately qualified, competent, professional and specialised IT and Records Management service providers/ consultants, within a period of 24 months, to:

2.1.1 Conduct a comprehensive Departmental wide preliminary IT and Records Management assessment,

2.1.2 in order to:

2.1.2.1 Ascertain the current Departmental readiness status in terms of IT and personnel resources and skills capacity;

2.1.2.2 Determine prerequisite requirements towards developing and implementing a cost effective, compliant, user-friendly, integrated and automated EDRMS/ ECMS;

2.1.3 Develop/ Acquire and implement a customised cost effective, compatible, user-friendly, integrated and automated EDRMS/ ECMS that is compliant with the National Archives and Records Service (NARS) minimum functional requirements;

2.1.4 Pilot Departmental transition from paper-based records to electronic records management.

2.1.5 The development and implementation of a Business Continuity Plan and Management (BCPM) for recovery use and access to critical official information, documents and records, in the event of operational disruptions or disasters that could affect the functioning of the Department. (Load shedding, fire, floods, health pandemics, etc.)

2.2 The integrated and automated EDRMS/ ECMS is sought to enhance Departmental processes, including to:

2.2.1 Ensure E-classification, creation, access, use, handling, routing, storage and disposal of official documents and records;

2.2.2 Reduce/ eliminate the physical routing, sharing, use and processing of paper-based documents to conduct official operations/ transactions; and

2.2.3 Support/ sustain Business Continuity for recovery use and access to critical official information, documents and records, in the event of operational disruptions or disasters that could affect the functioning of the Department.

2.2.4 Have multiple enabling business processes including but not limited to:

2.2.4.1 E-Forms Processing and Management

2.2.4.2 Compilation, sharing, access of bulk Meeting (board) Packs

2.2.4.3 Processing of Parliamentary questions

2.2.4.4 E-Monitoring and Reporting

2.2.4.5 E-management of information, documents and records flow from creation to archiving and disposal

2.2.4.6 Incident Management, including alerts on document routing, processing delays, losses, information security breaches, mitigations on potential disasters, operational disruptions, etc.

3 MANDATORY ADHERENCE TO REGULATORY FRAMEWORK/ STANDARDS

3.1 The project must be undertaken in cognisance of applicable/ relevant South African legislative prescripts, regulatory framework and directives on sound electronic Records Management, as tabulated in:

3.1.1 **Annexure A** from various governance oversight structures. (Constitution, Electronic Communications Transactions (ECT) Act of 2002; Public Service Act (PSA) 103 of 1993; Public Service Regulations (PSR), 2016, DPSA Directives, Minimum Information Operability Standards (MIOS), Minimum Information Security Standards (MISS), Cabinet Directives, SITA Act, Public Access to Information Act (PAIA) Personal Protection to Information Act (POPIA);

3.1.2 **Annexure B:** National Archives and Records Service (NARSSA); and

3.1.3 **Annexure C:** South African Bureau of Standards.

4 PROJECT DELIVERABLES, METHODOLOGY, TIME FRAMES AND PRICING are as tabulated below:

Item	Project Phase	Project Deliverables and Considerations	Outputs	Timelines
1.	Develop & Submit Project Plan	Develop and provide a Step-By-Step Project Plan with deliverable time frames.	Project Plan	
2	Conduct a detailed preliminary analysis of:	<ul style="list-style-type: none"> The current DHS status, risks, gaps to migrate to a compliant integrated, user-friendly electronic records management environment and their effectiveness. Required/ recommended enhancements/ improvement work flows processes/ components, including document processing, tracking, information sharing 		
2.1	Various categories of records	<ul style="list-style-type: none"> Identify and compile a list of various categories of records under Departmental custody, their formats, locations, digital status Recommend which of these records categories to prioritise for digitisation and resource implications thereof Analyse adequacy and relevancy of current AS-IS Records Management policies, procedures, instructions, practices and business workflow processes, SOPs and recommend improvements thereof for transition towards e-records management including e-mails, web content, cloud storage, etc. 	<ul style="list-style-type: none"> List of existing records categories List of records categories recommended to be prioritised for digitisation with resource implications Findings on adequacy & relevancy of AS-IS processes & recommended improvements 	
2.2	IT infrastructure, systems, software, e-applications, licenses	<p>Analyse the current IT resources in the Department:</p> <ul style="list-style-type: none"> Compile an inventory of all IT infrastructure, systems, databases, software, online e-applications, licences etc. Report on their operational status, effectiveness. <p>Advise on existing/ operating IT resources Suitability/ Ability/ Compatibility/ Potential:</p> <ul style="list-style-type: none"> Hardware to support transition to an e-records environment (readiness, gaps, requirements) Software/ onsite E-Applications for e-document routing, sharing, use, storage vs feasibility to eliminate IT infrastructure costs; Use of E-programmes and applications as hybrid platforms including MS Office, Outlook, Exchange, Teams, HR Manage, Cloud Services, PERSAL, LOGIS, BAS, etc. To integrate with already available and licensed MS products, including their authorised/ legal use as virtual platform, compliance gaps, risks & limitations thereof; To migrate information/ data on existing systems to an EDRMS 	<ul style="list-style-type: none"> Inventory List of DHS's existing E-Systems/ programmes/ solutions and their operational status <p>Report on suitability/ ability/ compatibility/ potential of existing operating IT Resources</p>	

Item	Project Phase	Project Deliverables and Considerations	Outputs	Timelines
		<ul style="list-style-type: none"> • To be either integrated, plugged", configured, enhanced towards an integrated ED RMS/ ECMS; • To incorporate NARS approved File Plan and reference numbers to classify, store, archive, search and retrieve documents • For bulk document scanning, uploading, meeting sharing and access, etc; <p>Analyse and confirm existing IT resources ability to enable use and manage:</p> <ul style="list-style-type: none"> • A functional subject File Plan and Records Control Schedule for e-records classification, filing and management; • Maintain relationships between File Plan, file series, records and files; • Records in all formats including e-mails and websites, including their integrity and reliability; • Construct & manage records audit trails & records version controls; • Associate contextual and structural data within documents; • Identify records due for disposal and manage their NARS compliant disposal processes; • % Compliance status with regulatory framework on e-management of records; <p>Required enhancements/ upgrades/ additional software towards maximum 100% compliance and functionality requirements, against what is available and what needs to be acquired, replaced, upgraded, or reconfigured for a cost effective, user-friendly and compliant ED RMS solution.</p>	<p>Report on capability of existing IT resources to manage E-records with enhancements, including:</p> <ul style="list-style-type: none"> • Identified resource capacity gaps/ shortfalls and needs; • Required/ additional or upgrading of resources; 	
2.3	Personnel Records Management and IT User Needs (Capacity, Skills, etc.)	<p>Assess personnel adequacy, capabilities & readiness of:</p> <ul style="list-style-type: none"> • IT, RM and other various Departmental business units individual staff/ user technical skills capacity and readiness to implement, use and maintain an ED RMS/ ICMS; • Recommend User training/ development interventions, skills transfer, re-skilling and change management requirements for transition to a compliant and user-friendly ED RMS • Recommend resource/ system investment needs for overall change management, staff buy-in for transition to use of E-Systems 	<p>Report on personnel IT capabilities & readiness to migrate to e-records management phase, with recommended:</p> <ul style="list-style-type: none"> • User training/ skills transfer, re-skilling and change management requirements; • Resource investment needs 	

Item	Project Phase	Project Deliverables and Considerations	Outputs	Timelines
2.4	Compile and submit a detailed report with recommendations	<p>Provide a detailed report with findings, challenges, risks and recommendations, including:</p> <ul style="list-style-type: none"> • Potential risks to be considered towards acquiring and implementing an EDRMS and recommended mitigations thereof. This must include risks of records, metadata, audit trail tampering, fraudulent transactions, unlawful deletions, information security breaches, access rights and restrictions to specific types of security classified records & systems. • Implications of acquiring additional (authentic) digital plug-in solutions: What will best suit the Department's needs and environment to implement a cost effective, safe and compliant integrated EDRMS/ ECMS and automation of business workflow processes. 	<p>Report with recommendations on the most cost effective, safe and compliant integrated EDRMS/ ECMS to suit Departmental needs and environment, including:</p> <ul style="list-style-type: none"> • Potential risks considerations • Implications of additional (authentic) digital plug-in solutions 	
3		<p>Develop, supply and implement a customised e-submissions workflow automated workflow e-system with the following Functionality Requirements and components of Electronic Business/ Work Flow Processes</p>	<p>A customised ECM/ EDRMS, including the listed enabling E-Business/ Workflow processes/ functionalities (3.1- 3.13)</p>	
3.1	Business Process Management and Workflow	<p>System must:</p> <ul style="list-style-type: none"> • Be able to manage e-submissions from creation, to approval and depositing of final document in repository for archiving. • Be able to detect delayed access to routed submissions, approvals, allow reminders/ alerts and report delays to next intended recipient and Records Manager. • Enable Users to compile, classify, comment (support, recommend, approve), sign-off, route, exchange, store and archive enterprise documents/information (Memos, submissions, plans, reports) electronically; 		
3.2	Document Collaboration and Sharing	<p>System must enable & give staff options to:</p> <ul style="list-style-type: none"> • Share documents online and conduct discussions about the content. • Work together on the same content, without blocking library services such as check-in/out. • Consolidate Document and Share Meeting packs 		
3.3	Biometrics and Digital Signatures & Certificates	<p>Service Provider must: Collect and upload electronic signatures of all document processing officials. System must be compatible with DPSA approved digital signature formats and enable:</p> <ul style="list-style-type: none"> • Individual staff use of their individual authentic digital signatures only from originating source/ relevant signatory 		

Item	Project Phase	Project Deliverables and Considerations	Outputs	Timelines
3.4	Records and Document Management	<ul style="list-style-type: none"> Detection & report compromised/ copied/ fake/ unauthorised use of digital signatures <p>System must be able to:</p> <ul style="list-style-type: none"> Manage/ maintain processing of documents at various stages from classification, creation, sign-off, routing, approval, sharing, publication, archiving and destruction. Organise and manage Departmental records and documents in all formats in an integrated manner, including e-mails and websites; Distinguish and restrict User security access levels and user access rights Repository/ Library search options (Document check-in and check-out) Identify records due for disposal and manage their authorized disposal processes; Construct and manage records and documents audit trails as well as their collaboration and version controls; Records integrity and reliability once declared as such; and Association of contextual and structural data within documents 		
3.5	File Plan Requirements	<p>Implementing an ED RMS needs: Service Provider must upload a NARS approved:</p> <ul style="list-style-type: none"> Electronic Records Classification Systems (File Plan and Records Control Schedule; NARS approved Standing Disposal Authorities and retention symbols <p>System must be able to:</p> <ul style="list-style-type: none"> Only allow use of a functional subject File Plan and Records Control Schedule for e-classification, filing, archiving, disposal and management of records; Only allow Users to classify and reference created documents against predetermined Subject Descriptions and Reference Numbers in uploaded File Plan Maintain relationships between File Plan, file series, records and files; <p>System must enable Records Management Unit to:</p> <ul style="list-style-type: none"> Make/ capture/ upload and activate new additions and amendments to File Plan and RCS; Terminate current systems as these will form basis to will classify, store, retrieve and dispose records electronically. Configure the current (paper-based) General Instructions to RCS to suit the electronic environment 		

Item	Project Phase	Project Deliverables and Considerations	Outputs	Timelines
3.6	E-Forms Management	<p>Service provider must pre-develop and upload existing and new e-Forms for various business transactions with self-contained collection of declarative meta-data that define how the sought transaction must be "realised". System must:</p> <ul style="list-style-type: none"> • Enable use and sign-off of various standardised/ customised e-Forms to processing of various business transactions. (HR, Finance, IT, Leave, Petty Cash, Asset Movement Form, S&T, Parliamentary Questions) • Allow User/ requester and respondent to capture data, import, attachments or other means. • Only allow only the IT Unit in future to develop and upload new forms through internal IT Change Management processes 		
3.7	Portal Management	System must enable and categories user access rights, levels and restrictions to various business/ workflow processes and content via portal or portlets.		
3.8	Web-Content Management	System must be able to:		
3.9	Imaging	<ul style="list-style-type: none"> • Incorporate content creation, review and approval processes, • Publish content on the website and manage websites as records. 		
3.10	Integrated Document Archive & Retrieval Systems (IDARS)	<p>System must be able to scan, detect and manage scanned paper-based documents/ images, including document authentication</p> <p>The system must:</p> <ul style="list-style-type: none"> • Have a combination of document and records management systems. • Provide for content storage, archiving, search, retrieval, distribution and management in any form, from documents to digital images. • Enable integration with other E-Systems in the Department 		
3.11	Digital Asset Management	System must be able to attach, share and archive rich media files including text, audio, video, graphics and photos.		
3.12	E-Mail Archiving	System must be compatible with Retain archiving system and:		
3.13	Search and Retrieval	<ul style="list-style-type: none"> • Able to manage e-mails and their attachments in a repository with usable meta-tags for search functionality. <p>System must have capability:</p> <ul style="list-style-type: none"> • To search multiple repositories using keywords, file reference numbers, semantic and syntactic queries in order to retrieve and refer to documents; • Of a sophisticated taxonomy and configured in a hierarchical classification of information components; • To retrieve elements of data from unstructured data. • To enable security classification/ restricted user access levels 		

Item	Project Phase	Project Deliverables and Considerations	Outputs	Timelines
4	Upgrade/ enhance/ improvement workflow components	Project Deliverables and Considerations		
4.1	Compliance trials/ testing	Service Provider must subject developed E-System to endorsed compliance functional e-system requirements (NARS, MISS, SABS, SANS Standards)	Compliance Trials/ Testing Report	
4.2	Proof of Concept (Pilot)	Furnish the Department with Proof of Concept on the developed, tested and piloted System,	Signed off Proof of Concept	
4.3	User Licensing	Issue User Licenses	Status Report on issued User Licenses with User Names	
4.4	User Management, skills transfer	Facilitate End-User change management, skills transfer and other required transitional processes (IT, Records Management)	Report on facilitated End-User Skills Transfer and Change Management	
5	Full rollout of EDRMS	Full system Rollout and Implementation: <ul style="list-style-type: none"> • Installation & programming at user stations • 6 months' onsite support, assistance, trouble-shooting and monitoring 	Report on status on full system rollout and implementation	
6	Close Out Report	Compile and present comprehensive Close Out project progress report to the Executive Management Team.	Close Out Report	
7	Warranty and System Post Maintenance Plan	The service provider must provide and issue: <ul style="list-style-type: none"> • A post System Maintenance Plan, with a 12 months' warranty on all system software and functionalities (IT to advice on specifications), through a Service Level Agreement (SLA) 	Warranty and System Post Maintenance Plan	

5 PARTICIPATORY STAKEHOLDERS

- 5.1 Records Management, Information Communications and Technology (ICT), Library and Information Services (LIS), Executive Support, Executive Management, Business Units with active use of automated records systems, IT Users across all levels in the Department.

6 TIME FRAME

- 6.1 The whole project is anticipated to run over an inclusive period of 24 months, effective from the date of the signed contract up to conclusion and sign-off of the last deliverable.

7 PRODUCT OWNERSHIP

- 7.1 All products and documentation emanating and/ produced as a result of the project (proposals, reports, e-solution, etc) will be the property of the Department. There will be no copy right by the service provider on these products.

8 REQUIRED SERVICE PROVIDER OBLIGATIONS ON SUBMISSION OF CVs AND PROJECT PROPOSALS (SKILLS, COMPETENCIES AND EXPERIENCE)

- 8.1 The prospective service provider should have and submit copies of their detailed Company Portfolio, including:

- 8.1.1 Detailed Curriculum Vitaes (CV) of project team members;
- 8.1.2 Company accreditation;
- 8.1.3 Company demonstration of a minimum of two similar Projects successfully handled and completed, their duration, preferably in the Public Sector environment, with signed Reference Letters.

- 8.2 Project Leader must have five (5) years' relevant Degree/ National Diploma (NQF6) or equivalent 3-year Qualification in either Records Management, Information Management, Information Technology, Management of Business Processes, with an accredited tertiary institution. A post graduate qualification in the similar fields will be an added advantage.

9 EVALUATION CRITERIA

- 9.1 80/20 principle will be applicable for this Bid.

- 9.2 Evaluation criteria to be used to evaluate functionality:

Evaluation Criteria	Sub-Evaluation Criteria	Points allocation for sub-evaluation criteria
Project Methodology (30)	<ul style="list-style-type: none"> Project Plan with milestones aligned to project scope/ deliverables; plus Risk mitigation plan 	20 points 10 points
Company Years of Experience in handling comparative/ similar projects (25)	Prospective service provider must have the following number of years in developing and implementing systems of a similar nature: <ul style="list-style-type: none"> 10 years plus 6- 9 years 5 years and below 	25 points 15 points 10 points
Company Demonstration of handling comparative/ similar projects (20)	Prospective service provider must demonstrate a minimum number of similar/ equivalent projects successfully managed and completed, their duration, preferably in the Public Sector, with attached signed Reference Letters from Clients on completed projects and Contact Details. <ul style="list-style-type: none"> 6 plus Projects with attached Reference Letters 4-5 Projects with attached Reference Letters 2-3 Projects with attached Reference Letters 	20 points 15 points 10 points
Project Leader Qualifications, Expertise and Experience (Verifiable and certified copies of certificates must be attached) (25)	The prospective Project Leader must have the following qualifications, plus a detailed CV: <ul style="list-style-type: none"> 3 years' relevant Degree/ National Diploma (NQF6) or equivalent 3-year Qualification in either Records Management, Information Management, Information Technology, Management of Business Processes, with an accredited tertiary institution. (attached certified copies of SAQA accredited qualifications) A post graduate qualification in the similar fields will be an added advantage. 10 years plus relevant experience in developing, implementing and/ managing systems of a similar nature 6-9 years plus relevant experience in developing, implementing and/ managing systems of a similar nature 5 years and below years relevant experience plus in developing, implementing and/ managing systems of a similar nature 	25 points 15 points 10 points
	Total	100
<ul style="list-style-type: none"> Proposals will be evaluated on functionality. A proposal that scores less than 70 points out of 100 i.r.o. functionality, will be regarded as non-responsive and will be disqualified. Proposals that score above 70 points, will be evaluated further. 		

10. SUPPLEMENTARY PRESENTATION AND ENQUIRIES:

- 10.1 PRESENTATION: The National Department of Human Settlements may request companies to make presentations where clarity is required. Should this be case, companies will be notified 7 days in advance. The Department shall not be liable for any costs related to the bidder in participating in the bid.
- 10.2 ENQUIRIES relating to Terms of Reference must be done in writing via email.
Ms Charmain Cordier: Email: Charmain.Cordier@dhs.gov.za or
Ms Anna Nthabu: Email: Anna.Nthabu@dhs.gov.za

ANNEXURE A: REGULATORY FRAMEWORK ON E-MANAGEMENT OF RECORDS

Prescript	Description/ Purpose
Section 195 of South African Constitution, 1996 PFMA Act 1 of 1999	<p>Requires an accountable Public Administration with effective, economical and efficient use of resources for provision of timely, accessible and accurate information.</p> <p>Regulates financial management in the Public Service in order to prevent corruption, by ensuring that all Governmental Bodies manage their financial and other resources properly, including records.</p>
Public Service Act, 103 of 1994	<p>Section 39(1)(f) charges the MPSA with responsibility to establish Norms & Standards relating to (f) information management in the Public Service; and (g) electronic government;</p>
Public Service Regulations, 2016	<ul style="list-style-type: none"> Regulation 93(d): Charges HODs to ensure that the Acquisition, management and use of information and communication technology resources (c) ensures cost efficiency for their Departments. Regulation 97 charges the MPSA with responsibility to: Issue Minimum Interoperability Standards (MIOS) for the Public Service, with standards and specifications for: a) interoperability; (b) data integration; & (c) information access. (3) Ensure that, any new information and communication technology system in the Public Service shall comply with MIOS.
State Information Technology Agency (SITA) Act No 88 of 1988	<p>Provides for SITA to act as an Agent of the South African Government to, amongst others:</p> <ul style="list-style-type: none"> Section 6 to "Provide information technology, information systems and related services in a maintained information systems security environment to, or on behalf of participating Department & Organs of state. <p>Section 7 to:</p> <ul style="list-style-type: none"> Provide data processing services; Provide IT and information systems training; Provide application software development & maintenance services; Promote effective utilisation of IT to enhance efficiency at all level of the Public Service; Provide IT technical, functional and business advice and support; Provide IT an Information Systems Management services; Act as a Procurement Agency i.r.o. IT requirements on any of the above.
National E-Government and Framework Strategy	<p>Established to enhance public service delivery, with creation, sharing and re-use of information and providing access to information, through use of sound Records Management systems and practices.</p> <ul style="list-style-type: none"> Seeks to transform South Africa into an exclusive digital society, where all citizens can benefit from ICT opportunities, across all spheres of Government, to promote their quality of life; Promotes the use of sound records management practices and systems, in order to enhance public service delivery, with credible and reliable creation, sharing, use and providing access to information.
DPSA Minimum Inter-Operability Standards (MIOS) Framework, 2017	<ul style="list-style-type: none"> Sets Standards and Specifications for a) interoperability; (b) data integration; and (c) information access. (3) Any development, acquisition or upgrade of any new or existing information and communication technology system in the Public Service must comply with the MIOS. <p>Also Sets Parameters for e-Government, including:</p>

Prescript	Description/ Purpose
PAIA, Act 2 of 2000	<ul style="list-style-type: none"> The role of IT as a key enabler to modernise Government The importance of e-Governance at all spheres of Government for intra-governmental operations, including systems for paperless messaging and reporting, electronic document management, archiving, integrated systems for Finance, Assets, HRM, systems for real-time collaboration, project management, conferencing, decisions support and executive information.
PAJA, Act 3 of 2000	<p>Regulates for proper management of records in order to promote transparency, accountability and effective governance by empowering the public on their right of access to information.</p> <p>Imposes a duty on the state to ensure that administrative action is lawful, reasonable and procedurally fair and properly documented.</p>
Electronic Communications & Transactions Act 25 of 2002	<p>Legalises electronic communications and transactions and to build trust in the efficiency, effectiveness, authenticity, reliability and legal admissibility of electronic records.</p>
Protection of Personal Information Act 4 of 2013	<p>Aims to:</p> <ul style="list-style-type: none"> Promote protection of personal information processed by public and private bodies; Introduce certain conditions to establish minimum requirements for processing of personal information; Provide for rights of persons on unsolicited electronic communications and automated decision making; Regulate the flow of personal information across borders of the Republic
Minimum Information Security Standards of 2001	<p>Provides minimum information security measures that any institution must put in place for sensitive or classified information to protect national security.</p>
South African Technical Report-	<p>SATR 13028:2010: Establishes guidelines for:</p> <ul style="list-style-type: none"> Creating and maintaining records in digital format only, where the original paper, or other non-digital source record, has been copied by digitizing; Best practice for digitization to ensure the trustworthiness and reliability of records and enable consideration of disposal of non-digital source records.

ANNEXURE B: NARS ON E-MANAGEMENT OF RECORDS DIRECTIVES

E-Management Records Directive	Description
National Archives and Records Services (NARS), Act 43 of 1996 as amended	<p>Section 13 gives effect to Constitutional requirement, on provisions for:</p> <ul style="list-style-type: none"> Governmental bodies to ensure efficient management of records under their custody as well compliance with requirements of the Act. <p>National Archivist to determine, issue directives and instructions on:</p> <ul style="list-style-type: none"> Management and care of public records in custody of Governmental Bodies, as well as records keeping systems to be used in Governmental Bodies; Conditions on management of electronic records systems as well as electronic reproduction of records.
PART V of the NARS Regulations, R158 of 2002	Provides parameters for Governmental Bodies for management of their records.
NARS Records Management Policy Manual, 2003	Provides Directives on Managing Records in Governmental Bodies w.r.t. Policy Principles and Requirements
NARS Records Management Policy Manual for Management of Electronic Records in Governmental Bodies, April 2006	Provides Directives on E-governance and Managing Electronic Records in Governmental Bodies w.r.t. Policy Principles, Requirements and Metadata Requirements.
NARS Metadata requirements, April 2006	Provides Metadata Requirements for Managing Electronic records in governmental bodies
NARS Circular 4 of 2006	Directives for Departments to purchase and implement NARS approved automated systems consisting of fully integrated functionalities.
NARS Advisory Pamphlet No. 2 of 2012	Provides minimum functionalities for Governmental Bodies to implement and maintain Integrated Document and Records Management Systems.
International Council of Archives (ICA)	Provides Principles and Functional Requirements for Records in Electronic Office Environments.

ANNEXURE C: NARS ENDORSED SANS APPROVED STANDARDS FOR EDRMS ACQUISITION & IMPLEMENTATION

SANS	ISO PROVISIONS
South African National Standards (SANS) endorsed by NARSSA	<p>SANS 15489 Information and Documentation – Records Management;</p> <p>(ISO) 15489-1:2004: Provides guidance on managing records of originating organizations, public or private, for internal and external clients to ensure that adequate records in hybrid, paper-based, electronic/digital format are created, captured and managed. in an integrated manner</p> <p>(ISO) 15489-2:2004: Provides an implementation guide to SANS 15489-1</p> <ul style="list-style-type: none"> • Supplies one methodology to facilitate implementation of SANS 15489-1 in all organizations. • Gives an overview of processes and factors to consider in organizations for compliance with SANS 15489-1 <p>SANS 15801: Electronic imaging - Information stored electronically- Recommendations for trustworthiness and reliability;</p> <p>(ISO) 15801:2013: Sets standards that describes the implementation and operation of document management systems to store electronic information in a trustworthy and reliable manner</p> <p>(ISO) 16175-1:2014: Provides for globally harmonised principles and functional requirements for software used to create and manage digital records in office environments.</p> <p>(ISO) 16175-2:2014: Provides for functional requirements for digital records management systems irrespective of the media in which they were created and/or stored.</p> <p>(ISO) 16175-3:2014: Provides a set standards to ensure that the evidence (records) of business activities transacted through business systems are appropriately identified and managed</p> <p>SANS (ISO) 16175-2:2014 Ed. 1.00: <i>Information and documentation - Principles and functional requirements for records in electronic office environments - Part 2: Guidelines and functional requirements for digital records management systems</i> which are the primary standards for creating and managing electronic records in office environments.</p> <p>SANS 17799: Information Technology – Security techniques - Code of Practice for Information Security Management; and</p> <p>(SANS) 19005-2:2011 Ed:1: Sets standards that specifies use of the Portable Document Format (PDF) 1.7, as formalized in ISO 32000-1 for preserving the static visual representation of page-based electronic documents over time.</p> <p>SANS 23081: Information and documentation -Records management processes - Metadata for records - Part 1: Principles</p> <ul style="list-style-type: none"> • Any product that complies/ benchmarks/ shows the functionality as required in the European Commission's <i>Model Requirements for the Management of Electronic Records (MoReq2010)</i> or the <i>Design Criteria Standard for Electronic Records Management Software Applications (US dod 5015.2)</i>, would also ensure that an EDRMS application has NARS required generic records management functionality. <p>(ISO) 23081-1:2006: Covers principles that underpin and govern records management metadata. These principles apply through time to records and their metadata, all processes that affect them, any system in which they reside and any organization that is responsible for their management</p> <p>(ISO) 23081-2:2006: Establishes a framework for defining metadata elements consistent with principles & implementation outlined in ISO 23081-1 to:</p> <ul style="list-style-type: none"> • Enable a standardized description of records & critical contextual entities for records. • Provide common understanding of fixed points of aggregation to enable interoperability of records & information relevant to records between organizational systems; • Enable reuse and standardization of metadata for managing records over time, space and across applications.

SANS	ISO PROVISIONS
	<p>(SANS) 30300:2013:</p> <ul style="list-style-type: none"> • Defines terms and definitions applicable to the standards on MSR prepared by ISO/TC 46/SC 11; • Establishes objectives for using an MSR and provides principles for an MSR; Describes a process approach and specifies roles for top management; <p>(SANS) 19005-1:2006: Sets standards that specify how to use the Portable Document Format (PDF) 1.4 for long-term preservation of electronic documents containing combinations of character, raster and vector data.</p> <p>(SANS) 30301:2013:</p> <ul style="list-style-type: none"> • Specifies requirements to be met by an MSR in order to support an organization in achievement of its mandate, mission, strategy and goals. • Addresses development and implementation of a records policy and objectives • Gives information on measuring and monitoring performance

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	VA49/725	CLOSING DATE:	20/04/2021	CLOSING TIME:	11:00
DESCRIPTION	TO CONDUCT PRELIMINARY IT AND RECORDS MANAGEMENT ASSESSMENT...				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS,					
DR. RUTH MOMPATI BUILDING					
260 JUSTICE MAHOMED STREET,					
SUNNYSIDE, PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR MLULEKI KWINANA		CONTACT PERSON	Pumla Dlamini	
TELEPHONE NUMBER	012 444 9245		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	mluleki.kwinana@dhs.gov.za,		E-MAIL ADDRESS	Pumla.dlamini@dhs.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT 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:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: VA49/725
CLOSING TIME 11:00	CLOSING DATE 20/04/2021

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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BID VA49/725: REQUEST FOR PROPOSALS FOR APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A PRELIMINARY IT AND RECORDS MANAGEMENT ASSESSMENT AND FURTHER DEVELOP, SUPPLY AND IMPLEMENT AN ELECTRONIC DOCUMENT AND RECORDS MANAGEMENT SYSTEM (EDRMS) IN THE DEPARTMENT WITHIN A PERIOD OF 24 MONTHS.

1. The accompanying information must be used for the formulation of proposals.
2. **Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.** R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid
.....
- 7. Estimated man-days for completion of project
.....
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS, 260 JUSTICE MAHOMED STREET, DR. RUTH MOMPATI BUILDING, SUNNYSIDE, PRETORIA, 0002

MR MBULELO CAMAGU / MR M KWINANA

Tel: 012 444 9239 or 012 444 9245

Or for technical information –

MMS PUMLA DLAMINI

IN WRITING ONLY

E-mail: pumla.dlamini@dhs.gov.za

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes 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 employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

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

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

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

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

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

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

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

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

2.8.1 If so, furnish particulars:
.....
.....
.....

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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 **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **.....80/20.....** preference point system shall be applicable; or

b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

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

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

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ 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.

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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)