SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**LCX/2023/24-1**	CLOSING DATE:	**08 SEPTEMBER 2023**	CLOSING TIME:	**11H00**
DESCRIPTION	**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE BROADBAND-RELATED SERVICES TO LIMPOPO CONNEXION FOR A PERIOD OF THREE YEARS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
LIMPOPO ECONOMIC DEVELOPMENT AGENCY					
ENTERPRISE DEVELOPMENT HOUSE,					
MAIN ROAD, LEBOWAKGOMO, 0739					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**MAXINE MOTHOTSE**	CONTACT PERSON	**THULANI XHAKAZA**
TELEPHONE NUMBER	**015 633 4700**	TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**MAXINE.MOTHOTSE@LIEDA.CO.ZA**	E-MAIL ADDRESS	**XHAKAZAT@LCX.CO.ZA**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		**[TICK APPLICABLE BOX]** ☐ **Yes** ☐ **No**
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**		☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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 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 – FIRM PRICES (PURCHASES)

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

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

Name of bidder……………………………………	Bid number…………………..............................
Closing Time 11:00	Closing date…………………………………………..

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

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

- Required by: …………………………………
- At: …………………………………

…………………………………

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

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

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

*Delete if not applicable

SBD 4

BIDDER'S DISCLOSUR

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

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

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

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS

OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING

AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD

THIS DECLARATION PROVE TO BE FALSE.

……………………………… ..……………………………………………
Signature Date

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

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

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of verification
Black people ownership	6		South African ID and company registration documents
Women equity	2		South African ID
Youth equity	2		South African ID
Disability	2		Medical certificate or equivalent
Promotion of small businesses	3		Staff complement and annual turnover
Enterprises located within Limpopo	3		Proof of address
Locally manufactured products	2		Declaration letter from the manufacturer

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm…………………………………………………………………….

5.2. Company registration number: …………………………………………………………...

5.3. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety

- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

	……………………………………… **SIGNATURE(S) OF TENDERER(S)**
SURNAME AND NAME:	……………………………………………………….
DATE:	………………………………………………………
ADDRESS:	………………………………………………………
	………………………………………………………
	………………………………………………………
	………………………………………………………

LIMPOPO CONNEXION
building a future knowledge society

TERMS OF REFERENCE

FOR

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE BROADBAND-RELATED SERVICES TO LIMPOPO CONNEXION FOR A PERIOD OF THREE YEARS.

REQUEST FOR BID (RFB): LCX/2023/24-1

CLOSING DATE : 08 SEPTEMBER 2023

CLOSING TIME : 11H00

VALIDITY PERIOD: 180 DAYS

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE BROADBAND-RELATED SERVICES TO LIMPOPO CONNEXION FOR A PERIOD OF THREE YEARS.

1. INTRODUCTION

Limpopo Connexion (LCX) was established in April 2016, through Limpopo Provincial Administration Executive Council Decision No. 88 of 2015/16.

The vision of Limpopo Connexion is "to be a catalyst for an inclusive knowledge economy" and its mission is "to provide thought leadership for the knowledge economy" through:

- Partnership, collaboration, and continuous innovation
- Information infrastructure and content
- ICT skills and ICT entrepreneurship development / incubation

The 4th Industrial Revolution (4IR) presents a juggernaut of technological disruption that could bring immense growth potential to unlock new market opportunities and fuel growth across the global economy. ICT is a critical enabler for new technologies unleashed by the 4th Industrial Revolution such as robotics, Artificial Intelligence, data analytics and the Internet of Things (IoT) and a prerequisite to help organizations effectively navigate the potential opportunities and risks presented by this shift towards 4IR.

In line with the above context, LCX would like to appoint a panel of service providers to source the services of ICT Professionals to meet the ongoing needs of LCX in several areas and disciplines. The panel will be appointed for a period of three years as set out in further detail in the specification.

Service providers with the relevant skills, qualifications, experience, tools, and equipment are invited to submit proposals to LCX for inclusion in the panel of service providers. Service providers on the panel will be sourced for both skills and services as and when required.

2. SCOPE OF WORK AND DELIVERABLES

The scope of work and the deliverables will differ subject to the tasks to be performed. It may differ from the development of a system to the laying of fibre optic infrastructure.
Service providers must indicate ***only the relevant areas applicable*** to their respective company. Service providers will not be disadvantaged if they don't provide services in all the areas, the areas as indicated by them will be considered.

List of required services for which skills/services will be requested:

#	AREAS OF SPECIALITY	TICK RELEVANT AREA
1.	Broadband Network advisory and consulting services	
2.	Wide Area Network (WAN)	
3.	Cloud Implementation & Support	
4.	Security, Backup & Disaster Recovery	
5.	Service Management & IT Governance	
6.	Video Conferencing	
7.	Data centre management	

3. QUALIFICATIONS, SKILLS AND EXPERIENCE REQUIRED

Service providers will be required to have skills in at least one of the following areas.

However, because of the diversity of ICT it is ***NOT*** expected of service providers to have skills in all the areas mentioned below.

ICT Area	Skill	Relevant and Acceptable Qualifications, Accreditations & Experience
Wide Area Network (WAN)	Installation, configuration and maintenance of Routers (Cisco and Huawei) Fibre Maintenance, splicing, laying of fibre, installing manholes. All materials must be included, prices to be provided in table 11.3 Installing and maintaining Microwave systems	CCNP, HCNP,CCNA, HCNA (Routing and Switching) CCNP/HCNP - 3 years' experience CCNA, HCNA - 5 Years' experience 2 Years' experience in Fibre Optic Test & Measurement, Fibre Installations, FTTx, Fibre Splicing, Optical Network 3 Years' experience in installing and maintaining Microwave systems
Broadband Network advisory and consulting services	**Telco Management** • Strategy Development • Risk Management • Program Co-ordination	5 Years' experience in Telco Management including Fibre and Microwave networks. Min 3 previous projects.

ICT Area	Skill	Relevant and Acceptable Qualifications, Accreditations & Experience
		More than 5 years' experience on strategy development at senior management level. 3 years Product Development experience.
	• Fraud Prevention	Certified fraud auditor. 5 years legal experience in Telco/IT business
	• Legal Compliance	LLB Degree
	Telco Operations • Process Integration • Product Life-cycle Management • Marketing and Sales • Pricing and price modeling • New initiative cost modeling • Supply chain strategies • Facility planning • Safety and security	Industrial Engineering equivalent skills: min 5 years' experience. OSS/BSS experience, telco process optimization; Industrial Engineering level or MBA qualifications
	Telco Engineering • Network expansion strategies • Co-share negotiations • Supplier co-ordination • Future technology integration	5 Years' experience in Telco Engineering and network expansion. 3 Proven previous successful projects
Cloud Implementation & Support	Kubernetes FusionSphere	Applicable cloud qualifications and certifications 3 years experience Huawei Cloud Certification 5 years experience

ICT Area	Skill	Relevant and Acceptable Qualifications, Accreditations & Experience
	Microsoft 365 related services	Reseller agreements or accreditations
Security, Backup & Disaster Recovery	Anti-virus installation and support. Penetration testing and vulnerability assessment. Online cyber security awareness. Commvault/VEEAM deployment, replication and support. Installation, configuration and maintenance of Cisco and Huawei firewalls Installation, configuration and maintenance of Sophos firewalls IT security strategy / Disaster Recovery strategy.	Security + CISSP/ CISM CEH CND or Related qualifications VEEAM or other relevant Certification or qualifications CCNP,HCNP,CCNA, HCNA (Security) CCNP/HCNP - 3 years experience CCNA, HCNA - 5 Years experience Applicable Sophos qualification / certification 3 years experience ISO 27001 certification CISM / EISM / CISO 3 years experience
Service Management & IT Governance	Development and implementation and support of Service Management / IT Governance models and Frameworks.	ITIL 3/4 Foundation ITIL 3/4 Specialist ITIL 3/4 Strategist ITIL 3/4 Leader ITIL 3/4 Master Cobit 5/ Cobit 2019 5 years experience
Video Conferencing	Maintenance and Support	Experience on the following platforms: Yealink, Logitech, Microsoft Teams, and Zoom.
Data centre management	Maintenance and support	1. Technical knowledge: • Familiarity with data center infrastructure components such as servers, storage systems, networking

ICT Area	Skill	Relevant and Acceptable Qualifications, Accreditations & Experience
		equipment, cooling systems, power distribution units (PDUs), and backup systems. • Understanding of virtualization technologies, such as VMware, Hyper-V, or KVM, and their management. • Knowledge of server operating systems (e.g., Windows Server, Linux) and administration. • Proficiency in networking protocols, such as TCP/IP, VLANs, routing, and switching. 2. IT Operations: • Experience in managing and troubleshooting data center hardware, including installation, configuration, and maintenance of servers and networking equipment. • Understanding of monitoring tools and practices to ensure optimal performance and identify potential issues. • Knowledge of backup and disaster recovery processes to safeguard data and minimize downtime. • Familiarity with IT service management (ITSM) frameworks like ITIL to manage incidents, problems, and changes effectively. 3. Security and Compliance: • Awareness of data center security best practices, physical access controls, and surveillance systems. • Understanding of information security standards (e.g., ISO 27001) and compliance requirements (e.g., GDPR, HIPAA). • Experience with implementing security measures such as firewalls, intrusion detection systems (IDS), and access controls.

4. MANAGEMENT OF ASSIGNMENTS

LCX will identify projects to appoint service providers which will be identified based on the relevant experience and skills for which the service providers qualify.
LCX will request quotations from qualifying panel members for each project and the quotations must be fixed cost based on the hourly/unit rate and S&T (or lower rates) used in the response to this call for a panel of service providers.

Quotations will be evaluated based on the lowest cost and the specific goals per assignment and service providers will have 2 days to respond, unless stated otherwise. Upon a quotation being accepted a purchase order will be issued.

Service providers will be expected to be available within 3 days after receipt of a valid purchase order to start the project. No work must be done without a valid purchase order. Tax Status must be compliant as at the date of the signing and/or issuing of the purchase order.

5. REQUIREMENTS FROM SERVICE PROVIDERS

The Service Provider is required to furnish copies of the following additional documents (mandatory) for the company and all key resources to be assigned to the project as part of their Proposal:

- Company Profile detailing relevant areas of expertise.
- List of resources including qualifications/certifications and experience of each resource who is available to provide services.
- Certified copies of qualifications and/or memberships from team members reflecting the relevant skills and experience.
- Registered on Central Supplier Database (CSD).

6. PROJECT DURATION

Service providers will be listed on the panel for a period of three (3) years starting from the date of signing the Master Services Agreement / Service Level Agreement. LCX reserves the right to re-advertise certain categories in instances where listed service providers are no longer available.

Based on the dynamic nature of the service categories, LCX reserves the right to introduce new categories and/or services as and when required.

7. CONTRACTUAL ARRANGEMENTS

The successful bidders will enter into a Master Services Agreement / Service Level Agreement detailing the terms and conditions governing the relationship once the preferred panel of service providers has been selected.

8. SPECIAL CONDITIONS

8.1 LCX reserves the right to cancel or withdraw this Request for Proposals (RFP):

- Due to changed circumstances, there is no longer a need for these services; or
- Funds are no longer available to cover the total envisaged expenditure; or
- No acceptable proposals are received; or
- Negotiating a fair market price has failed; and
- There is a material irregularity in the tender process

8.2 LCX reserves the right to cancel any RFQ issued to the panel of service providers at any time.

8.3 Being listed on the panel does not automatically guarantee that projects will be awarded to a panel member.

8.4 RFQ's will be issued to all panel members who qualify for a specific service and the service provider will be appointed based on the cost proposal & specific goal.

9. EVALUATION OF BIDS

Bids will be evaluated in terms of the Preferential Procurement Regulations, 2022 on the basis of functionality. The bid will be evaluated according to the set evaluation criteria and weighting. The following approaches will be followed:

9.1 ADMINISTRATIVE COMPLIANCE

Responses will be checked to verify the following and non-compliance may disqualify the bid:

Requirement	Comply/not comply	Disqualifying factor
Is the bidder tax compliant		No
Is the bidder registered on the National Treasury Central Supplier Database (CSD)		Yes
SBD Documents signed by an authorized person from the company (attached proof)		Yes
All SBD documents completed and signed by authorized person from the company		Yes

All service providers who qualify for a specific category will be listed on the panel up-to the targeted number of 10 service providers per category. If more than 10 service providers qualify per category, then the joint years of experience will be used per category to determine the top 10 qualifiers.

9.2 MANDATORY CRITERIA

All bidders have to mark **Yes** or **No** in the table below.

	Yes	**No**	**Attached**
List of resources including relevant and acceptable qualifications, accreditations and experience of each resource who is available to provide services must be submitted.			
Service provider will be able to respond to request for quotations within 2 days unless stated otherwise.			N/A
Service providers will be able to start with assignments within 3 days of receiving a valid purchase order.			N/A

10. PRICING STRUCTURE

Prices must be quoted in South African currency and must be inclusive of VAT; The price must be fixed for at least one year after which escalations should be in-line with inflation. The onus / responsibility lies with the bidder to ensure that they have taken all the costs and escalations into consideration when compiling bid prices. All costs should be reflected in a detailed quotation as per category of service and costing / pricing structure on tables below in paragraph 11.

11. SERVICES, SKILLS AND COSTING / PRICING STRUCTURE

The table below must be completed and submitted as part of the proposal and when quotations are requested the successful service providers must base their quotations on these prices.

11.1 SKILLS

No.	ICT Area (As per paragraph 3)	Skill (As per paragraph 3)	Experience	Job Title	Number of Resources	Hourly Rate (Business Hours)	Hourly Rate (After Hours)
1							
2							
3							
4							
5							
6							
7							

Only resources which will be used for evaluation in paragraph 12 must be listed.

11.2 Subsistence and Travel

The table below must be completed and submitted as part of the proposal and when quotations are requested the successful service providers must base their quotations on these prices.

No.	Item	Rate Incl
1	Travel	
2	Accommodation	
3	Meals and incidental costs per day	

11.3 Fibre Material

The table below must be completed and when quotations are requested the service provider must base their quotations on these prices.

OSP Design and Survey		Cost Incl VAT
OSP Route Survey/Design	per meter	
Pilot Holes	per unit	
Civil Works		**Cost Incl VAT**
OSP Works	per meter	
Trenching Hand (450mm x 600mm) Normal Soil OSP	per meter	
Material Installation Duct only (2 x ducts)	per meter	
Manhole installation	per unit	
Reinstatement (normal soil)	per meter	
DIT Test 2 way duct	per meter	
Fibre floating (per cable)	per meter	
Reinstatement Other (Limited to 20% of the route distance on any item)	per meter	
Road Drilling		**Cost Incl VAT**
Scanning	per meter	
Drill plan	per meter	
Drill pits	per meter	
HDPE pipe	per meter	
Site Establishment	per site	
Drilling per 110mm	per meter	
Fibre Works		**Cost Incl VAT**
Site establishment	per site	
Additional Fibre floating (per cable)	per meter	
Fibre splicing	per splice per strand	
Fibre OTDR testing	per test per strand	
Other fibre tests (CD,PMD)	per test per strand	
Material		**Cost Incl VAT**
1 x 2 way duct 14/10	per meter	
1 x 4 way duct 14/10 Green	per meter	
1 x 4 way duct 14/10 Red		
Fibre - 144F	per meter	

Material		Cost Incl VAT
Fibre - 72F	per meter	
Fibre - 24F	per meter	
Fibre - 12F	per meter	
Splice dome joints (Price per Dome Joint)	per unit	
Handholds Concrete (Price per Handhold)	per unit	
Manhole	per unit	
Bosal Pipe 3m	per unit	
Bosal Pipe Bend	per unit	
Bosal Pipe couplings	per unit	
Bosal Pipe claps	per unit	
Draw box	per unit	
Wire Mesh Cable try 3m x 300mm	per unit	
Huawei SFP 1.2G 1310nm 0-10km	per unit	
Patch Cord Duplex SM LcPc-LcPc 2m	per unit	
Additional Items		**Cost Incl VAT**
Trenching Hand - Rocky Soil (450mm x 600mm) OSP Additional to 2.1	per meter	
Trenching Hand (450mm x 900mm) Normal OSP Additional to 2.1	per meter	
Trenching Hand Rocky Soil (450mm x 900mm) OSP Additional to 2.1	per meter	
Trenching Micro cutting Additional to 2.1	per meter	
Trenching Hard Rock Additional to 2.1	per meter	
Material Installation Duct only (3 to 4 ducts)	per meter	
Handhold installation	per unit	
Add. Reinstatement (grass) over 20% as per 2.8	per meter	
Add. Reinstatement (standard paving) over 20% as per 2.8	per meter	
Reinstatement (specialize paving)	per sq. meter	
Add. Reinstatement (concrete) 25mpa over 20% as per 2.8	per sq. meter	
Add. Reinstatement (tar cold) 20-50mm (350mm x 1m) over 20% as per 2.8	per meter	
Reinstatement (tar cold) 80-100mm	per meter	
Dynamic Cone Penetration Test (DCP)	Per test	
DIT Test 4 way duct	per meter	
DIT Test 7 way duct	per meter	
Duct, Tube and Manhole Labeling	per kit / per manhole	
Consumables for OSP route installation	per kit/per manhole	

11.4. Data center material

11.4.1. Servers and Networking Equipment: Data centers house racks and cabinets filled with servers and networking equipment, including switches, routers, firewalls, and load balancers. These devices are essential for processing, storing, and transmitting data within the data center network and to external networks.

11.4.2. Storage Systems: Data centers employ storage systems such as hard disk drives (HDDs), solid-state drives (SSDs), and network-attached storage (NAS) devices. These storage solutions store and manage vast amounts of data accessed by servers and applications.

11.4.3. Cabling and Connectivity: Various types of cables are used in data centers to establish connectivity between equipment. This includes copper cables (e.g., Ethernet cables) and fiber optic cables for high-speed data transmission over long distances. Patch panels, connectors, and cable management tools are also essential for organizing and maintaining the cabling infrastructure.

11.4.4. Power Distribution Units (PDUs): PDUs distribute power to the equipment in the data center racks. They provide multiple power outlets, surge protection, and often include monitoring capabilities to measure power consumption and ensure reliable power delivery.

11.4.5. Cooling Systems: Data centers generate significant heat due to the high density of equipment. Cooling systems, such as air conditioning units, precision cooling systems, and raised flooring, are used to maintain appropriate temperature and humidity levels to prevent equipment overheating.

11.4.6. Fire Suppression and Safety Equipment: Data centers implement fire suppression systems, such as fire alarms, smoke detectors, and fire suppression agents (e.g., gas-based systems or water mist systems), to mitigate fire risks and protect the infrastructure.

11.4.7. Physical Security Measures: Data centers require robust physical security measures to protect against unauthorized access. This includes secure access controls (e.g., biometric scanners, access cards), video surveillance systems, fencing, and security personnel.

11.4.8. Backup Power Systems: To ensure uninterrupted operations during power outages, data centers often have backup power systems, such as uninterruptible power supplies (UPS) and backup generators, to provide emergency power.

11.4.9. Monitoring and Management Tools: Data centers employ various monitoring and management tools, including environmental monitoring systems, server and network monitoring software, and remote management solutions. These tools help track performance, identify issues, and manage the overall data center infrastructure.

11.4.10. Infrastructure Support: In addition to the above materials, data centers require other infrastructure support, such as racks and cabinets for housing equipment, cable trays for cable management, and labeling and documentation materials for organization and tracking.

12. EVALUATION

All bidders have to complete and submit the table below. The table can be recreated with any Word processor or spreadsheet software.

Skills must be motivated with a CV and only accredited qualifications and verifiable experience will be accepted.

Scoring below will be done per specialised ICT area and it is possible that if a service provider submits a proposal for more than one of these areas that not all of the areas will be listed on the panel based on the outcome of the scoring.

If a bidder does not want to be listed for a specific skill he/she should just put "N/A" in the "**Qualify**" Column. This will not in any way disadvantage the bidder for being listed for the other skills he/she wanted to be listed for.

NOTE:

Please peruse the example attached as Annexure "A" and use the same method to complete this table. Incorrect completion of this table may disadvantage the bidder.

ICT Area	Skill	Qualification / Accreditation	Experience	Combined Years of experience	Qualify (Y/N)
Wide Area Network (WAN)	Installation, configuration and maintenance of Routers (Cisco and Huawei)				
	Fibre Maintenance, splicing, laying of fibre, installing manholes. All materials must be included, prices to be provided in table 11.3				
	Installing and maintaining VSAT				

	Installing and maintaining Microwave systems				
Broadband Network advisory and consulting services	**Telco Management** • Strategy Development • Risk Management • Fraud Prevention • Program Co-ordination • Legal Compliance				
	Telco Operations • Process Integration • Product Life-cycle Management • Marketing and Sales • Pricing and price modeling • New initiative cost modeling • Supply chain strategies • Facility planning • Safety and security				

	Telco Engineering • Network expansion strategies • Co-share negotiations • Supplier co-ordination • Future technology integration				
System Development & Support	PHP (LAMP Stack & WAMP Stack)				
	System development & Support (PHP, JAVA, C++ and other)				
	Database Support (My-SQL / MariaDB/ Oracle / MS-SQL and others)				
	Geographical Information Systems (GIS) Including datasets				
	Financial Systems including Billing Systems				
	eLearning				
	Huawei eSight				

Cloud Implementation & Support	Kubernetes				
	FusionSphere and related technologies				
	Microsoft 365 / Office 365 related licences and services				
	Other Cloud Technologies				
Security, Backup & Disaster Recovery	Anti-virus installation and support.				
	Penetration testing and vulnerability assessment. Online cyber security awareness.				
	Commvault/VEEAM deployment, replication and support.				
	Installation, configuration and maintenance of Cisco and Huawei firewalls				
	Installation, configuration and				

	maintenance of Sophos firewalls				
	IT security strategy.				
Service Management & IT Governance	Development and implementation and support of Service Management / IT Governance models and Frameworks.				
Video Conferencing	Maintenance and Support				
Data centre management	Implementation, Maintenance and Support				

13. SPECIAL CONDITIONS

a. LCX reserves the right to appoint the bidder that proves to be fully capable and qualified to handle and execute the job.

b. Bids submitted must be in line with the detailed specification. Failure to bid accordingly will automatically disqualify the submitted bid.

c. LCX reserves the right to cancel or withdraw this bid if:

   i. Due to changed circumstances, there is no longer a need for the services; or
   ii. Funds are no longer available to cover the total envisaged expenditure; or
   iii. No acceptable bids are received; or
   iv. Negotiating a fair market price has failed; or
   v. There is a material irregularity in the tender process.

d. In the case of sub-contracting or joint venture agreement, LCX will enter into a single contract with the principal bidder.

e. LCX reserves the right to call interviews with short-listed bidders before final selection.

f. LCX reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include surprise site visits.

g. Any completion of the bid document in pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid.

h. Successful bidder will be required to sign a Service Level Agreement (SLA).

i. Notwithstanding shortcomings and/or inconsistencies, if any, in this specification, which is only a minimum specification, a bidder shall make provision for a complete solution that will deliver the required service efficiently and cost-effectively.

j. Bid documents should be deposited in the tender box situated at the premises of Limpopo Economic Development Agency (LEDA) at Development House, 1 Main Street, Lebowakgomo on or before **08 September 2023** at **11h00** which is the closing date for this bid.

k. Submissions must be in two-envelope system being the technical proposal and the other financial proposal.

l. Bids received after the closing date and time will not be accepted for consideration and where practicable, be returned unopened to the bidder.

m. This request for bid document contains confidential information about LCX, which has been provided to supply potential bidders with the data necessary to provide a holistic response.

n. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of LCX.

o. Any reproduction or transmission of information contained in this document except for the sole purpose of responding to this bid is strictly prohibited.

p. References to LCX must not be made in any literature, promotional material, and brochures or sales presentations without the express written consent of LCX.

13. COMPULSORY ONLINE BRIEFING SESSION

A compulsory Briefing Session will be held as follows:

Date : 25 August 2023

Time : 10h00 – 11h00

Venue : Click here to join the meeting

14. CLARIFICATION / QUERIES

14.1. The process of clarification required by a bidder regarding the meaning or interpretation of the specification or any other aspects concerning the bid will be done in writing (letter, or e-mail).

14.2. Telephonic requests for clarification will not be considered.

14.3. The cut-off date for queries is 04 September 2023 at 16:00 am.

14.4. The bid reference number should be quoted in all correspondence.

14.5. All queries should be directed to maxine.mothotse@lieda.co.za

14.6. Queries received will be responded to within two working days of receiving them.

Annexure "A" - Example response

ICT Area	Skill	Qualification / Accreditation	Experience	Combined Years of experience	Qualify (Y/N)
Wide Area Network (WAN)	Installation, configuration and maintenance of Routers (Cisco and Huawei)	Senior Network Engineer CCNP (Routing and Switching) Network Engineer CCNA (Routing and Switching)	4 years 5 years	9	
	Fibre Maintenance, splicing, laying of fibre, installing manholes. All materials must be included, prices to be provided in table 11.3	Any fibre training	3 years	6	N/A
	Installing and maintaining VSAT	Senior Engineer - VSAT deployments VSAT Technician VSAT Technician	5 years 4 years 3 years	12	
	Installing and maintaining Microwave systems	Any microwave training	5	9	N/A

In the above example the bidder indicates that he/she wants to be listed for installation, configuration and maintenance of routers and to install and maintain VSATs. The bidder does not want to be involved in fibre and microwave systems.

For this example CVs 1-5 must be attached to the submission and CV1 must have CCNP certificate attached. CV2 must have an CCNA certificate attached and the CVs must make it clear that the resources have 4 and 5 years' experience respectively.

CV3-5 don't need to have certificates to be attached as it is not a requirement but the experience must be clearly illustrated.

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.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7. "Day" means calendar day.

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

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

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

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

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

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

1.14. "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21. "Purchaser" means the organization purchasing the goods.

1.22. "Republic" means the Republic of South Africa.

1.23. "SCC" means the Special Conditions of Contract.

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

5.3 Any document, other than the contract itself mentioned in GCC clause 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 analyse

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 inspections 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 analysed 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. Packaging

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 fulfilment of other obligations stipulated in the contract.

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

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

17. Prices

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

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

25. Force Majeure

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

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

26. Termination for Insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(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 wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governance language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of restrictive practices

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

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

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.