



THE PRESIDENCY  
REPUBLIC OF SOUTH AFRICA

## **BID DOCUMENT**

### **BID DESCRIPTION:**

**APPOINTMENT OF A BIDDER TO PERFORM ASSETS VERIFICATION, PROVIDE THE FIXED ASSET REGISTER (FAR) IN AN APPLICATION SOFTWARE INCLUDING SUPPORT AND MAINTENANCE FOR A PERIOD OF THREE (3) YEARS**

<b>BID NUMBER:</b>	<b>PO: 2021/22:003</b>
<b>CLOSING:</b>	<b>19 JANUARY 2022</b>
<b>TIME:</b>	<b>11:00 AM</b>
<b>VALIDITY PERIOD:</b>	<b>150 DAYS</b>

### **BRIEFING SESSION**

<b>DATE:</b>	<b>N/A</b>
<b>TIME:</b>	<b>N/A</b>
<b>VENUE:</b>	<b>N/A</b>

Kindly take note of the following attached documentations:

**Section 1: Standard Bidding Documents**

**Section 2: Special Conditions (Specification /Terms of Reference)**

**Section 3: General Conditions**

**NB: Standard bidding Documents (SBDs) Forms MUST be fully completed with a black ink only, and not re –typed. Where the cancellation is made, bidder MUST sign. The use of Tipex or related Materials is not allowed. Failure will result in the Bid /Proposal been Disqualified /Invalidated. Bidders must submit original, compact disc and additional one (01) copy of the bid documents, Failure to do so will result in the bid/proposal disqualified/invalidated. The bid documents must be submitted in a sealed envelope.**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE</b> (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PO 2021/22: 003	CLOSING DATE:	19 JANUARY 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A BIDDER TO PERFORM ASSETS VERIFICATION, PROVIDE THE FIXED ASSET REGISTER (FAR) IN AN APPLICATION SOFTWARE INCLUDING SUPPORT AND MAINTENANCE FOR A PERIOD OF THREE (3) YEARS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>UNION BUILDINGS</b>					
<b>GOVERNMENT AVENUE</b>					
<b>ARCADIA</b>					
<b>PRETORIA</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) <input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) <input type="checkbox"/> A REGISTERED AUDITOR NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 PART B:3 BELOW)	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
<b>2. TAX COMPLIANCE REQUIREMENTS</b>								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>								
<table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 20%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**PRICING SCHEDULE**  
**(Professional Services)**

Name of bidder..... Bid number **PO 2021/22: 003**

Closing Time **11:00**

Closing date **19 January 2022**

OFFER TO BE VALID FOR **150** DAYS FROM THE CLOSING DATE OF BID.

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

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-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----

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

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-----
-----	-----	-----	R-----

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund

- 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-----
-----	-----	-----	R-----
<b>TOTAL: R</b>			-----

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.....

Any enquiries regarding bidding procedures may be directed to the –

Department: The Presidency

**Contact Person:** Madira Selomo

**Tel:** 012 300 5951

**Fax:** Not Applicable

E-mail address: [tenders@presidency.gov.za](mailto:tenders@presidency.gov.za)

Or for technical information –

**Contact Person:** Ms. Nkhensani Muthobi

E-mail address: [Nkhensani@presidency.gov.za](mailto:Nkhensani@presidency.gov.za)

**Tel:** (012) 308 1953

**Fax:** Not Applicable

**Contact Person:** Ms. Urlanda Manaka

E-mail address: [Urlanda@presidency.gov.za](mailto:Urlanda@presidency.gov.za)

**Tel:** 012 308 1576

**Fax:** Not Applicable

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder<sup>2</sup>):  
.....
  - 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.

<sup>1</sup>"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.

<sup>2</sup>"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**
- 2.9.1 If so, furnish particulars.  
 .....  
 .....

.....

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

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

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

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

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

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
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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:

**80/20**

**or**

**90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

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

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

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

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

Non-compliant contributor	0
---------------------------	---

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at 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

.....  
.....

COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.7 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.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)      DATE:

ADDRESS.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

### 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 bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> will not be construed as collusive bidding.



7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

<sup>3</sup> 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.

## TERMS OF REFERENCES / SPECIFICATIONS



### **THE PRESIDENCY REPUBLIC OF SOUTH AFRICA SUPPLY CHAIN MANAGEMENT**

---

**APPOINTMENT OF A BIDDER TO PERFORM ASSETS VERIFICATION, PROVIDE THE FIXED ASSET REGISTER (FAR) IN AN APPLICATION SOFTWARE INCLUDING SUPPORT AND MAINTAINANCE FOR A PERIOD OF THREE (3) YEARS.**

---

#### **1. PURPOSE**

- 1.1 The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) to perform asset verification, provide Fixed Asset Register in a form of an application software including support and maintenance for a period of three years.

#### **2. BACKGROUND**

- 2.1 The Presidency had approximately 17 000 movable assets recorded in the Fixed Asset Register (FAR) at the end of the 2020/21 financial year. The assets are located in various Presidency buildings in Cape Town, Pretoria and Durban.
- 2.2 The Presidency is mandated by legislation to ensure that proper control systems exist for asset control and that preventative measures are in place to eliminate theft, losses, wastage and misuse.
- 2.3 The control systems whether electronic or manual, should be put in place to ensure an effective, efficient, transparent, and economical use of the assets.

#### **3. SCOPE AND NATURE OF THE REQUIRED SERVICE**

- 3.1 The Presidency wishes to appoint a suitably qualified and competent bidder with relevant experience to perform asset verification, provide support and maintenance of the fixed asset register (FAR).
- 3.2 The successful bidder will be required to offer the following services:

- Design an Asset Management program/software that will assist in the management of assets. This must include amongst others the following: (barcoding)
  - i) Fixed Asset Register (FAR) as prescribed by the National Treasury
  - ii) Migrating Fixed Asset Register (FAR) data to the new Fixed Asset Register.
  - iii) Providing management reports, including reports to be used in compiling the Annual Financial Statements
  - iv) Providing details on assets, which includes value, location, life span etc.
  - v) Providing The Presidency with equipment or accessories such as scanners to be used to capture data in the Asset Management application software.
- Perform Asset Verification services at least once a year in order to confirm the existence of the assets and be able to prepare the report on the value of assets and their locations.
- Conduct investigations on unverified assets to establish their existence and provide reports on the value of the assets under investigation as well as assets found on a regular basis.
- Reconciliation and updating the Fixed Asset Register (FAR), and this will include amongst others:
  - i) Reconciling the asset verified and asset not found
  - ii) Updating the Fixed Asset Register (FAR) with the results of the verification process.
  - iii) Reconciling the movement of assets, which includes disposed assets as well as assets that have been moved to different locations/users.

3.3 The Fixed Asset Register (FAR) is categorised as follows:

- a) Computer Equipment
- b) Office Furniture and Equipment
- c) Transport Assets
- d) Other Machinery and Equipment

## **4. DELIVERABLES AND OUTPUTS**

4.1 The following are the deliverables and outputs:

- a) Asset Verification

Perform 100% verification of all movable assets using existing structures and data format in the Fixed Asset Register. The verification must include the following;

physical verification of all classes of assets currently on the Fixed Asset Register  
Identify barcoded assets not reflected on the Fixed Asset Register

- i) Identify assets that are not barcoded and not on the Fixed Asset Register

- ii) Identify Assets which are damaged on the Fixed Assets Register
- iii) Indicate assets on the Fixed Asset Register that could not be found;
- iv) Identify assets with duplicate asset numbers or barcode;
- v) Identify assets that are not used;
- vi) The verification of assets must include the following:
  - Identifying the location of each asset(s) – Location details: Region, Building, Floor, Room number, Room Barcode, Room Type (Boardroom, Open Plan or Office)
  - Identifying the responsibility Centre Details – RC Code Directorate, Sub Directorate
  - Identifying custodian Details – Custodian Name
  - Identifying the description Details – Asset Class, Asset Category, Full Detailed Description
  - Identifying the asset Condition: Condition of the asset at the time and what the Directorate's management plan to do with the asset.
  - Identifying the asset Serial number, specifically for equipment

b) Reconciliation and updating of the Fixed Asset Register

The successful Bidder is required to reconcile assets in the Fixed Asset Register as well as the verified assets. Discrepancies or differences arising from the verification must be discussed with The Presidency Asset Management Team. Reconciliation must include amongst others the following:

- i) Reconciling the asset verified and asset not found
- ii) Updating the Fixed Asset Register (FAR) with the results of the verification process.
- iii) Reconciling the movement of assets, which includes disposed assets as well as assets that have changed location.

c) Conduct Investigation on Asset not found

The successful bidder must investigate assets not found during the verification, and report on the progress of the investigation.

d) Provide Fixed Asset Register(FAR) in a form of application software

- i) Fixed Asset Register (FAR) as prescribed by the National Treasury
- ii) Migrating Fixed Asset Register (FAR) data to the new Fixed Asset Register.
- iii) Providing various management reports that will includes reports that will be used in compiling the Annual Financial Statements
- iv) Providing details on assets, which includes value, location, life span etc.
- v) Providing The Presidency with equipment or accessories such as scanners that will be used to capture data into the Asset Management program/software.

- vi) The service must include maintenance of the application software for a period of 3 years including applicable licences in accordance with a Service Level Agreement
- vii) The support and maintenance with include the following:
  - Monthly reconciliation
  - Disposal of assets
  - Movement of assets
  - Additions
  - Balancing the Asset Register to the General Ledger and etc.
- viii) General onsite support
  - General assistance on all aspects of the operational Fixed Asset Register (FAR) system
  - Installation of any new point and update of the application software.
  - Installation and set up on any new machine that may require new software.
  - Creation of any new report required by the user.

Other than the above-mention deliverable, during the verification of the assets, the successful Bidder is required to do the following:

- a) Bidder should immediately inform the Asset Management Team of any assets found without a barcode
- b) Bidder should ensure that existing barcode numbers and serial numbers are captured (there should be no duplicate numbers in the final report).
- c) Prepare inventory list of assets per office/room. Inventory list should be placed in the room where assets are located; the list must be visible and signed off by the end-user and the assets verifier.
- d) Before the data of the verified assets is updated on the daily Fixed Asset Register (FAR), the following information is required per location for each asset;
  - Prepare reports on assets, which are broken, damaged, and not being used.
  - Evaluate and assign fair values on all owned assets. As part of the fair value practice provide documented proof for value provided
  - Perform data integrity checks before and after uploading the data and certify that all the data is checked for completeness and accuracy.
  - Prior to uploading the final report on the Asset Management system must be reviewed and signed off by The Presidency Director: SCM and the Bidder representative.
  - Propose a plan or assets management strategy aimed at minimising audit findings and risks.
- e) The Bidder must certify that their methodology and approach complies with the minimum requirements for a complete asset register as prescribed by the National Treasury guidelines and relevant Accounting Standards.
- f) The Bidder must provide a skilled and experienced Team and

- necessary equipment to perform the verification.
- g) Bidders must assist in responding to audit findings related to Fixed Asset Register as well as physical verification of assets.
- h) The successful Bidder will be expected to work with Presidency Asset's Team, therefore the Bidder shall;
  - Ensure training and skills transfer to the Team
  - Document verification process
  - Advise management on best practices.

## **5. MONITORING AND EVALUATION OF THE PROJECT**

- 5.1 The Presidency will conclude a Service Level Agreement (SLA) with the appointed Bidders, which shall spell out the conditions of this bid as well as obligations of each party to the agreement.
- 5.2 Quarterly meetings will be held with the appointed Bidders to review the performance of each party in the agreement as well as addressing problems in the provision of travel management services.
- 5.3 The Bidder must appoint a Project Leader who will act as a liaison officer between The Presidency and the Bidder. The Project Leader will manage the relationship between stakeholders and will act as a single point of contact on a regular basis.
- 5.4 The appointed Bidder will be expected to provide monthly reports on overall implementation of the contract and discuss such reports during the quarterly meetings.

## **6. PERIOD OF CONTRACT**

- 6.1 The successful Bidder will be appointed for period of 3 years based on satisfactory performance in line with the Service Level Agreement (SLA).
- 6.2 The terms and conditions of the CONTRACT shall apply for the duration of the contract, beginning on the actual date of commencement of the work to the completion date as indicated in the contract.

## **7. PRICING**

- 7.1 Bidders must submit the price breakdown as a separate annexure, which must be line with SBD 3.3 of a tender document. The following information must be used to provide the cost of the contract:
  - a) Conduct physical verification of all Presidency assets as contained in the Fixed Asset Register for all the regions:

<b>Location</b>	<b>Building</b>	<b>No of Verifiers</b>	<b>Project Leader</b>	<b>No of days in a year.</b>
Pretoria	Union Buildings and the Presidential Residences	10 Verifiers	1 Project Leader	23 days in a year

Cape Town	Office and Presidential Residence	4 Verifiers	1 Project Leader	9 days in a year
Durban	Offices and Residence	1 Verifier	1 Project Leader	2 Days in a year

- b) Reconciliation and updating of the Fixed Asset Register (FAR)
- c) Investigation of assets not found during the physical verification
- d) Provision of the Fixed Asset Register(FAR)
- e) Provision of monthly support and maintenance

7.2 Therefore, the price schedule must include information mentioned above as follows:

- i) Conduct Physical Asset Verifications
- ii) Reconciliation and updating of the Fixed Asset Register (FAR)
- iii) Investigation of assets not found during physical verification
- iv) Provision and Installation of the Fixed Asset Register
- vi) Support and Maintenance
- vii) Disbursements Costs for incidental costs such as flights, accommodation for official travelling

## **8. CONDITIONS OF BID**

8.1 Bids will be subjected to the Supply Chain Management regulatory framework which will include amongst others the following:

- 8.1.1 The Preferential Procurement Policy Framework Act, Act No. 05 of 2000 and the Broad Base Black Economic Empowerment Act, Act 53 of 2003 will apply to this bid.
- 8.1.2 Preferential Procurement Policy Framework Act, 2000: Preferential Regulations 2017.
- 8.1.3 In accordance with this Act, submission will be adjudicated on the 80/20 points system and the B-BBEE codes of good practice as gazetted.

## **9. SPECIAL CONDITIONS OF THE BID**

- 9.1 Bidders are requested to submit the B-BBEE accreditation certificates from reputable service providers that are accredited. e.g. SANAS or any other reputable service provider to accredit the B-BBEE certificates or submit the original signed copy of the sworn affidavit. Failing to submit certificate points for B-BBEE will not be awarded.
- 9.2 Pre-qualification criteria for preferential procurement will be applicable in this bid as per preferential procurement regulation 2017.
- 9.3 A service level agreement/contract shall be signed with the preferred bidder.

The successful bidder may not alter or reduce its B-BBEE contributor level or status during the contract period. The Presidency reserves the right to terminate the contract should the successful bidder no longer meet the B-BBEE contributor level or status.

- 9.4 Bidders must be registered on the Central Supplier Database and must provide Masters Registration Number (MAAA Number) in the tender document as proof of registration.
- 9.5 Bidders must ensure that their tax matters or status is compliant on the CSD, if not the Presidency will disqualify the bidder.
- 9.6 No tax certificate required as the Central Supplier Database will be used to verify tax matters of the service provider/bidders
- 9.7 The bid will be evaluated in (5) Phases namely:
  - a) Pre-qualification criteria for Preferential Procurement Regulations 2017 (Phase1)
  - b) Administrative Compliance evaluation (Phase 2)
  - c) Functionality or Technical evaluation (Phase 3)
  - d) Presentation (Phase 4)
  - e) Pricing and BBBEE (Phase 5)
- 9.8 Bidder not meeting the requirement of phase 1 will not proceed to phase 2 as well as bidders not meeting phase 2 will not proceed to phase 3 etc.
- 9.9 Ensure that the human resources deployed to this project have the necessary knowledge, skills, experience and capacity to successfully undertake the abovementioned deliverables.
- 9.10 Ensure that all resources deployed to this project are managed directly by the Bidder and the Bidder must report to Asset Management.
- 9.11 The successful Bidder will have to enter into a service level agreement (SLA) and special conditions of contract with The Presidency.
- 9.12 The Presidency reserves the right not to award this contract.
- 9.13 The Bidder (Directors, members of close corporation and employees) involved with the contract or having access to information relating to the contract will be subjected to security clearance and background checks prior to appointment.
- 9.14 The Bidders are requested to submit valid and original (or certified copy by the Commission of Oath) B-BBEE accreditation certificates from reputable Bidders accredited by SANAS (check [sanas.co.za](http://sanas.co.za)) or and a Sworn Affidavit, failing which the BEE points claimed will be forfeited.
- 9.15 Telegraphic, telefax or late tenders/bids will not be accepted and such bids will be disqualified.
- 9.16 Pricing schedule must be attached as Annexure. **MUST** include items



indicated in Paragraph 7.2 above. The price schedule (per item) must be completed fully with a black ink. Failure to do so the bid/proposal will be disqualified.

- 9.17 All required **Standard Bidding Documents forms (SBD) MUST** be fully completed with a black ink only, and not to be re-typed. All cancellations and corrections made in the bid document must be signed, failure to do so the bid will be disqualified / invalidated.
- 9.18 The bidders MUST submit original and two copies (2) of bid documents as well as 1 Compact Disk(CD) failure to submit will render the bid non responsive.
- 9.19 Payments for the physical verification of assets will be made in three phases, namely:
- **Phase 1:** 100% verification of the actual number of assets to be verified,
  - **Phase 2:** reconciliation of the verified assets to existing database and actual
  - **Phase 3:** disbursement costs within 30 days after receipt of a valid invoice and upon satisfactory completion of each phase.
- 9.20 Bidder must invoice maintenance, licence and support separately from assets verification
- 9.21 The successful bidder will be bound by Government Procurement and the General Conditions of Contract (GCC), which will form part of the signed contract with the successful Bidder.
- 9.22 Data, information and reports generated during the project remains the property of The Presidency.

## **10. CLARIFICATIONS AND ADDITIONAL INFORMATION**

The Presidency may request clarification or additional information regarding any aspect of the proposals as submitted. Should this be requested, the additional information may be provided at the time of presentation to the bid evaluation committee. Should this be necessary, bidding companies will be notified in advance.

## **11. EVALUATION PROCESS**

A five (5)-phase approach will be followed during the evaluation phase. All proposals received will be evaluated in accordance with the **80/20** point system as prescribed in the Preferential Procurement Regulation of 2017.

### **11.1 PHASE 1 - PRE-QUALIFICATION CRITERIA**

Only Bidders that have either of the following will be considered for the next phase:

***“an EME or QSE in terms of a code of good practice on black economic empowerment issue in terms of section 9(1) of the Black Economic***

### **Empowerment Act;**

- a. The Bidder or company must at least be 51% owned by black people

## **11.2 PHASE 2 - ADMINISTRATIVE COMPLIANCE**

During this phase bid documents will be evaluated. Only suppliers that correctly completed/submitted all the documents will move on to the next phase. Note, that all this documents must be signed by a dully authorised representative. These documents are:

- a) Signed declaration of interest (SBD 1)
- b) Signed declaration of interest 3.3 (Pricing Schedule )
- c) Signed declaration of interest (SBD 4)
- d) Signed Preference points claim form (SBD 6.1)
- e) Signed declaration of Bidders past supply chain management practices (SBD 8)
- f) Signed certificate of independent bid determination (SBD 9)
- g) Signed pricing schedule (VAT inclusive)
- h) Names, Certified ID copies and total number of employees
- i) Certified ID /Identification document copies of owner(s)
- j) Company registration, e.g. CK document
- k) Company's profile
- l) Must be registered on CSD (MAA...) **Central Bidder database** and registration report attached

## **11.3 PHASE 3 –FUNCTIONAL EVALUATION**

Only proposals that met the criteria set for administrative compliance phase will qualify for this phase. During Phase 3, the ability of the bidder to execute the project will be evaluated.

<b>Functionality</b>	<b>Weight</b>
<b>Educational qualifications for the Project Leader/Key Accounts Manager</b>  <b>CV and qualifications of the project leader</b> <b>0 Qualifications = 0 Point</b> <b>National Diploma in Finances/Financial Accounting/Asset Management = 10 Points</b> <b>Bachelor's Degree in Finances/Financial Accounting/Asset Management = 20 Points</b> <b>Honour's Degree in Finance/Financial Accounting/Asset Management = 30 Points</b>	30
<b>Demonstrate experience and ability to executive the project by providing reference letters for similar project.</b>  <b>Reference letters on the client's letterhead indicating similar work or project demonstrating the Bidders past experience, indicating the name of the Bidders clients, the type of the projects, the amount and the duration of the projects. NB Reference Letters that does not cover the type of the projects, the amount and the duration of the projects will not be considered.</b>	30

<b>0 Reference Letter = 0 Points</b> <b>1 Reference Letter = 10 Points</b> <b>2 Reference Letters = 20 Points</b> <b>3 Reference Letters = 30 Points</b>	
Project Plan and Work Breakdown Structure (WBS). Bidders to submit a comprehensive project plan which must include the following:  1. Inception and set up of the project 2. Resources to be utilised as part of the project 2. Timelines in executing the physical verifications 3. How the resources will be deployed in the project 4. How reconciliation will be done 5. How investigation of unverified assets will be done 6. How the FAR will rolled out as well training to be provided 7. How progress is reported  <b>0 Project Plan = 0 Points</b> <b>Project Plan that does not cover all points mentioned above = 10 Points</b> <b>Project Plan the covers all points mentioned above = 20 Points</b>	20
Experience and expertise of the key personnel deployed in the project  CV and Qualification of the Reconciliation Officer and IT Officer <b>0 Qualification = 0 Points</b> <b>National Diploma in Accounting for Reconciliation Officer = 5 Points</b> <b>Bachelor's degree in Accounting for Reconciliation Officer = 10 Points</b> <b>National Diploma in System/Software Development = 5 Points</b> <b>Bachelor's degree in System/Software Development = 10 Points</b>	20
<b>TOTAL</b>	<b>100</b>

Proposals that score at least 70 points or more will qualify for Phase 4 (presentation).

#### 11.4 PHASE 4 - PRESENTATION

Only proposals that scored at least 70 points and above will be considered for this phase of the evaluation. Bidders will be invited to present to the Bid Evaluation Committee their ability to execute the project. During the presentation, Bidders are required to demonstrate the functionality of the Fixed Asset Register:

FUNCTIONALITY	WEIGHT
Demonstrate how the roll out of the Fixed Asset Register will be done:  Bidders are required to submit Roll The following will be considered and <b>a) Roll out plan exist = 10 Points</b> <b>b) Training of Presidency Asset Team is considered = 5 Points</b> <b>c) Roll out plan has considered the Covid 19 protocols = 5 Points</b> <b>d) Time frames for the installation = 60days after the appointment = 5 Points, within 30 days = 15 points</b>	40
Demonstrate ability to provide maintenance and support  The following will be considered <b>a) Efficiency in logging calls = 5 Points</b>	30

FUNCTIONALITY	WEIGHT
<b>b) At least one day turnaround times = 5 Points</b> <b>c) Remote support and maintenance = 10 Points</b> <b>d) Ability of the (FAR) to be adapted as when required = 10 Points</b>	
Demonstrate the functionality of Fixed Asset Register  Bidders will be required to demonstrate the functionality of the system <b>a) Detection of duplicate barcodes = 5 Points</b> <b>b) Ability to provide exception reports = 10 Points</b> <b>c) Ability to provide management reports = 10 Points</b> <b>d) Ability to provide audit trail reports = 5 Points</b>	30
<b>Total percentages</b>	<b>100</b>

## 11.5 PHASE 5 - PRICE AND B-BBEE STATUS LEVEL CONTRIBUTION

Only Bidders that have met the 70 points threshold in Phase 4 will be evaluated in Phase 5 for price and BBEE. Price Schedule must include the following:

- i) Conduct Physical Asset Verifications
- ii) Reconciliation and updating of the Fixed Asset Register (FAR)
- iii) Investigation of assets not found during physical verification
- iv) Provision and Installation of the Fixed Asset Register
- v) Support and Maintenance
- vi) Disbursements Costs for incidental costs such as flights, accommodation for official travelling

The bid will be awarded to the Bidder who scored the highest points in terms of price and B-BBEE status level contribution. The evaluation criterion for this phase is as set below:

Criteria applicable	Weight
Price	80
B-BBEE Status Level of Contribution	20
<b>Total</b>	<b>100</b>

The 80/20 preferential will be used for this bid and the B-BBEE status level contribution is as follows:

<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR different font size</b>	<b>NUMBER OF POINTS (80/20 SYSTEM) different font size</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2

## 12 INFORMATION REQUIRED

Bid Evaluation can only be done on the basis of information which was asked for. The comprehensiveness of the bid can therefore be decisive in the awarding thereof.

## 13 CONFIDENTIALITY

13.1 Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to the Bidder who submitted the proposals or to other persons not officially concerned with the process, until the successful Bidder has been notified in writing that he/she has been awarded the contract.

13.2 No material or information derived from the procurement and provision of the service under this contract may be used for any purposes other than those of The Presidency, except where authorised in writing to do so.

## 14 ACCEPTANCE OF THE SPECIAL CONDITIONS AND GENERAL CONDITIONS OF CONTRACT

14.1 Failure to accept the Special Conditions and General Conditions of the Contract or part thereof may result in bid not being considered.

THE BIDDER MUST COMPLETE THE FOLLOWING

I \_\_\_\_\_ in my capacity as

\_\_\_\_\_ of the company hereby certifies that I take note and accept the above-mentioned Special Conditions of the Contract.

SIGNATURE.....

CAPACITY.....

Contact person of company:

\_\_\_\_\_

## 15 DISCLAIMER

The Presidency, reserves the right not to award the bid. The Presidency also reserves the right to award the bid in part.

## 16 TERMINATION OF CONTRACT

16.1 The Presidency will enter into a Service Level Agreement (SLA) with the successful Bidder, but reserves the right to terminate the agreement if there are reasonable grounds for considering that there is non-compliance or under-performance.

## **17 SUBMISSION OF PROPOSALS**

- 17.1 Completed bid documents should be sealed, clearly marked 'The Presidency' with the correct Bid Number and deposited in the bid/tender box that is accessible 24 hours at , Government Avenue Union Building, Arcadia, Pretoria on or before 19 January 2022 at 11 am.
- 17.2 Deviations from specifications will result in disqualification. So would be late submissions.
- 17.3 Bidders must ensure that they have received all pages of this documentation. Bid documents must be submitted in an original format and not removed from this document.

## **18 ENQUIRIES**

### **For technical enquiries**

#### **Contact person:**

Name: Ms Nkhensani Muthobi (012) 308 1953

Email: [Nkhensani@presidency.gov.za](mailto:Nkhensani@presidency.gov.za)

Name: Ms Urlanda Manaka (012) 308 1576

Email: [Urlanda@presidency.gov.za](mailto:Urlanda@presidency.gov.za)

### **For bidding procedures**

#### **Contact persons:**

Name: Madira Selomo (012) 300 5951

Email: [tenders@presidency.gov.za](mailto:tenders@presidency.gov.za)

## **GENERAL CONDITIONS OF CONTRACT**

# **THE NATIONAL TREASURY**

**Republic of South Africa**



---

## **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**

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

## **General Conditions of Contract**

### **1. Definitions**

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

- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

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

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

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

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

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

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**

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 purchaser's country.

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.