



## **BID DOCUMENT**

**PO: 2017/18:004 APPOINTMENT OF A CO-SOURCE PARTNER IN IMPLEMENTING BUSINESS CONTINUITY MANAGEMENT (BCM) AND RESILLIENCE PROGRAMME IN THE PRESIDENCY FOR A PERIOD OF THREE (3) YEARS**

<b>BID NUMBER:</b>	<b>PO: 2017/18:004</b>
<b>CLOSING:</b>	<b>18 DECEMBER 2017</b>
<b>TIME:</b>	<b>11:00</b>
<b>VALIDITY PERIOD:</b>	<b>150 DAYS</b>
<b>BRIEFING SESSION:</b>	<b>COMPULSORY</b>
<b>DATE:</b>	<b>05 DECEMBER 2017</b>
<b>TIME:</b>	<b>10:00 AM</b>
<b>VANUE:</b>	<b>Union Building, Government Avenue Arcadia in Pretoria)</b>

**NB:** All documents should be completed with black ink.

Kindly take note of the following attached documentations:

**Section 1: Standard Bidding Documents**

**Section 2: Special Conditions**

**Section 3 : Briefing Session**

**Section 4: General Conditions**

**Bidders MUST submit an original and 2 additional copies of the bid documents and failure to submit accordingly will carry negative consequences**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	PO 2017/18:004	CLOSING DATE:	18 DECEMBER 2017	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A CO-SOURCE PARTNER IN IMPLEMENTING BUSINESS CONTINUITY MANAGEMENT (BCM) AND RESILIENCE PROGRAMME IN THE PRESIDENCY FOR A THREE (3) YEAR-PERIOD				
<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)					
UNION BUILDINGS					
GOVERNMENT AVENUE					
ARCADIA					
PRETORIA					
<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		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<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	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	
		[IF YES ENCLOSE PROOF]		[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>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
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.
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.
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.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
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.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
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.	

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

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

Name of bidder.....	Bid number <b>PO 2017/18: 004</b>
Closing Time <b>11:00</b>	Closing date <b>18 December 2017</b>

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		
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY      AMOUNT
	-----	.....	.....      R.....
	-----	.....	.....      R.....
	-----	.....	.....      R.....
	-----	.....	.....      R.....
		TOTAL: R.....	

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

Name of Bidder: .....

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

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

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

~~\*(DELETE IF NOT APPLICABLE)~~

Any enquiries regarding bidding procedures may be directed to the –

Department: The Presidency

Contact Person: Madira Selomo / Oupa Kekana

Tel: 012 300 5951 / 012 300 5983

Fax: Not Applicable

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

Or for technical information –

Contact Person: Mr Gavin Mahlangu

Tel: 012 300 5378

Fax: Not Applicable

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

## 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**





**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

May 2011

**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>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<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:

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

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12

5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: ..... = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

**WITNESSES**

1. ....

2. ....

.....  
**SIGNATURE(S) OF BIDDERS(S)**

**DATE:** .....

**ADDRESS** .....

.....

.....

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE:	.....

**CONTRACT FORM - RENDERING OF SERVICES**  
**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....



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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <b>(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></p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <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></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

**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.

<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.

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**Js914w 2**

**SPECIAL CONDITIONS AND SPECIFICATIONS**

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**THE APPOINTMENT OF A CO-SOURCE PARTNER IN IMPLEMENTING BUSINESS CONTINUITY MANAGEMENT (BCM) AND RESILIENCE PROGRAMME IN THE PRESIDENCY FOR A THREE (3) YEAR-PERIOD**

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**1. REQUEST FOR PROPOSALS/BIDS (RFP)**

- a. The Presidency seeks to appoint a suitably qualified co-source partner (Service Provider to implement the Business Continuity Management and Resilience programme in The Presidency for a three (3) year period.
- b. In establishing a Business Continuity Management Programme, The Presidency developed a Business Continuity Management (BCM) policy, a Framework as well as Guidelines. BCM Champions and specialist BCM Teams have also been appointed.
- c. The service provider would assist to capacitate the Business Continuity Management function in embedding BCM practices in The Presidency.

**2. SCOPE AND EXTENT OF WORK**

- a. The implementation of the BCM programme shall apply to all business operations and service areas of The Presidency. The programme would operate at three different levels, namely;
  - a. Strategic – where decisions are made and policy is determined
  - b. Tactical – where operations are co-ordinated and managed; and
  - c. Operational – where activities are undertaken
- b. Key to the implementation of the BCM Programme is the BCM Policy as the policy sets out the scope and governance of the BCM programme, the policy provides the context in

which the required capabilities will be implemented and identifies the principles to which The Presidency aspires.

- c. Service Providers may be invited to give presentations if and when required.
- d. The awarded contract shall run for a three (3) year period.

### **3. DESCRIPTION OF THE SERVICES REQUIRED**

a. The Service Provider is expected to follow the 2013 Good Practice Guideline (GPG) in assisting to implement the Business Continuity Management and Resilience programme in The Presidency.

b. The proposal of the Service Provider should cover the following BCM elements in line with the 2013 Good Practice Guideline:

i. **POLICY AND PROGRAMME MANAGEMENT**

The Presidency's BCM Policy provides the framework in which BCM will be implemented and identifies the principles to which The Presidency aspires and against which its performance can be audited.

ii. **BCM PROGRAMME MANAGEMENT**

The aim of this element is to improve The Presidency's BCM capability and operational resilience with successive repetition of the BCM Lifecycle.

iii. **EMBEDDING BUSINESS CONTINUITY**

Any successful implementation of BCM practices within The Presidency must be integrated with the organisation's strategic and day-to-day management as well as alignment with business priorities.

iv. **ANALYSIS**

The prioritisation of business activities critical to The Presidency and identifying resources required to support the business activities is a salient part of the BCM Programme. This also involves determining the timeframes within which critical business activities must be resumed following an interruption.

v. **DESIGN**

The Service Provider will be expected to assist in the identification and selection of appropriate strategies and tactics to determine how continuity and recovery from disruption will be achieved by (appropriate response options) using information supplied during the Analysis phase.

vi. **IMPLEMENTATION**

The Service Provider would be expected to assist in developing response plans. This process involves developing processes for incident notification and escalation. Documenting business continuity plans for critical business activities.



The plans would range from Incident Management Plans, Crisis Communication Plans, Business Continuity Plans and Business Recovery Plans.

vii. **VALIDATION**

The purpose and objective of the BCM Programme would be tested to confirm that the BCM Programme meets the objectives set in the BC Policy and that The Presidency's BCP is fit for purpose.

<b>4. DETAILS OF SERVICES TENDERED</b>		
<b>ACTIVITY</b>	<b>SPECIFIC ACTIVITIES</b>	<b>OUTPUTS / OUTCOMES DELIVERABLES</b>
<b>4.1. BCM PROGRAMME MANAGEMENT</b>	<ul style="list-style-type: none"> <li>• Review the Business Impact Analysis (BIA), Resource Requirements Analysis (RRA) and BCM Risk Assessment with Action Plans.</li> </ul>	<ul style="list-style-type: none"> <li>○ <b>Revised Business Continuity Management (BCM) Strategy factoring results of the BIA, RRA and BCM Risk Assessment. Strategy to cover:</b> <ul style="list-style-type: none"> <li>○ <b>Critical Service Providers</b></li> <li>○ <b>Supply Chain Continuity – particularly the Households</b></li> <li>○ <b>Information Technology</b></li> </ul> </li> </ul>
<b>4.2. ANALYSIS</b>	<ul style="list-style-type: none"> <li>○ Utilisation of two (2) tools of analysis namely:               <ul style="list-style-type: none"> <li>○ Business Impact Analysis</li> <li>○ Continuity Recovery Requirements Analysis</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>○ <b>Established Maximum Tolerable Period of Disruption (MTPD) for all Business Units</b></li> <li>○ <b>Determined the Recovery Point Objective and Recovery Time Objective as well</b></li> </ul>

ACTIVITY	SPECIFIC ACTIVITIES	OUTPUTS / OUTCOMES DELIVERABLES
		<p><b>as the Minimum Business Continuity Objective</b></p>

ACTIVITY	SPECIFIC ACTIVITIES	OUTPUTS / OUTCOMES DELIVERABLES
<b>4.3. DESIGN</b>	<ul style="list-style-type: none"> <li>○ Utilise the results of the Analyses phase to design the best strategy selected from the following:               <ul style="list-style-type: none"> <li>○ Diversification;</li> <li>○ Replication;</li> <li>○ Standby;</li> <li>○ Post-incident acquisition;</li> <li>○ Do nothing; and/or</li> <li>○ Subcontracting.</li> </ul> </li> <li>○ Tactics to be adopted to cover the following:               <ul style="list-style-type: none"> <li>○ People, workforce, skills and knowledge</li> <li>○ Premises (Buildings and facilities)</li> <li>○ Supporting technologies</li> <li>○ Information</li> </ul> </li> <li>○ Review of the design once per annum</li> </ul>	<ul style="list-style-type: none"> <li>○ <b>Developed Continuity and recovery strategies and tactics</b></li> <li>○ <b>Developed Incident Management Framework</b></li> </ul>
<b>4.4. IMPLEMENTATION</b>	<ul style="list-style-type: none"> <li>○ Develop Business Continuity Plans (BCPs) from the strategies and tactics formulated in the design phase. Implementation should focus on:               <ul style="list-style-type: none"> <li>○ priorities</li> <li>○ procedures</li> <li>○ responsibilities and</li> <li>○ factor the available resources</li> </ul> </li> <li>○ Documents to be produced include an Incident Management Plan -the plan should detail/factor -</li> </ul>	<ul style="list-style-type: none"> <li>○ <b>Developed Business Continuity Plans – in line with The Presidency levels of response (Strategic, Tactical and Operational)</b></li> <li>○ <b>Developed an Incident Management Plan</b></li> <li>○ <b>Incident Communications Plan –</b></li> </ul>

ACTIVITY	SPECIFIC ACTIVITIES	OUTPUTS / OUTCOMES DELIVERABLES
	<p>stakeholder analysis, scenario planning, a checklist(s) and workshops for training</p> <ul style="list-style-type: none"> <li>○ Integrate DRP/BCP/ Emergency Response, Crisis Management Procedures and Escalation Procedures.</li> <li>○ It would be beneficial for the implementation plans to be based on available software products.</li> </ul>	<p><b>developed –addressing the process for stakeholder communication</b></p> <ul style="list-style-type: none"> <li>○ <b>Response Plans for each business activity or business unit developed.</b></li> </ul>

ACTIVITY	SPECIFIC ACTIVITIES	OUTPUTS / OUTCOMES DELIVERABLES
4.5. <b>VALIDATION</b>	<ul style="list-style-type: none"> <li>○ Ensure that the BCM Programme meets the objectives set in the BC Policy through exercising, maintaining and review of BCM arrangements</li> <li>○ Validation should test: <ul style="list-style-type: none"> <li>○ <i>Functionality of equipment (Technical)</i></li> <li>○ <i>Correctness of procedures (Procedures)</i></li> <li>○ <i>Correct sequence / logical flow and integration of procedures (Logistical)</i></li> <li>○ <i>Determination of whether the procedures will achieve the required RTO for each activity (Timeliness)</i></li> <li>○ <i>Manageability of procedures (Administrative)</i></li> <li>○ <i>Determination of whether the right people are involved/assess skills, authority and experience (Personnel)</i></li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>○ <b>Validation that the Business Continuity strategies are effective.</b></li> <li>○ <b>Availability of Post Exercise Report for senior management, auditors and other relevant stakeholders.</b></li> </ul>

## 5. MANAGEMENT REQUIREMENTS

- a. Any dispute about adherence to these specifications and the quality of services rendered by the **Service Provider** or a perceived violation of these bid specifications by the **Department** will be resolved as per the SLA.
- b. Details of the relevant experience (including periods of such experience) of the **Service Provider** as well as references has to be attached to this bid.

- c. Specific roles and responsibilities (Information about the staff members) who would be working on the project should be attached to this bid. The number of staff members and the functions that they will be performing such as "Project Manager", "IT DRP Lead Specialist" should be indicated. Proof of this, in the form of a reference letter or copy of a current valid contract, should be attached.
- d. The **Service Provider** hereby binds itself to provide a Project Manager to implement the comprehensive Business Continuity and Resilience Programme for the duration of the contract.
- e. Bidders should provide evidence of current or similar projects that they have undertaken which can be inspected by The Presidency as part of the validation process, should it be deemed necessary.

**6. SECURITY REQUIREMENTS**

- a. All staff members involved with the **Service Provider** will require a positive screening of security clearance from the SA State Security Agency (SSA).
- b. The **Service Provider** will be required to enter into a Service Level Agreement (SLA) with security provisions.

**7. DURATION OF THE CONTRACT**

- a. Acceptance of a bid submitted in terms of these specifications will constitute a contract between the Department and the **Service Provider**. Such contract will be valid for **three years from the commencement date**, with an option to terminate or renew/extend the contract by mutual consent.
- b. The two parties shall abide to the SLA during the term of contract. The SLA shall be signed before the commencement of the contract.

**8. DECLARATION OF EXPERIENCE**

Reference letters from clients indicating period of experience must be attached in support of experience declared below:

Name of Client	Date of Appointment	Project Type - Conducting a BIA or Independent Exercising of BCM Arrangements or Drafting of BCM Strategy or BCM Programme implementation	Contact Number of Client


**9. UNDERTAKINGS BY THE DEPARTMENT**

The **Department** undertakes the following:

- a. To make available the Business Continuity Management Policy as well as relevant BCM documents to the **Service Provider** from the **commencement date**.
- b. To reserve/allocate a working station for the **Service Provider** (only at the Union Buildings) per request when working on site.

**10. MONITORING AND EVALUATION OF THE PROJECT**

- a. All work is to be carried out in accordance with the time schedule as agreed with the Presidency BCM Manager and within the agreed deliverables and terms and conditions of the signed contract.
- b. Constant or regular monitoring and evaluation of performance and adherence to acceptable standards will be done by the BCM Manager.
- c. Reporting of progress and or issues requiring management intervention to the Risk Management Committee would be undertaken by the BCM Manager and the Project Manager
- d. The Project Manager would be expected to be at The Presidency (Union Buildings) at least once a week for weekly monitoring and evaluation meetings with the BCM Manager. Should the need arise, the Project Manager can be requested to present attend urgent meetings concerning the project deliverables.

**11. LEGAL FRAMEWORK**

Bids will be subject to the Supply Chain Management conditions as follows:

- a. The Preferential Procurement Policy Framework Act, Act No. 05 of 2000 and the Broad Base Black Economic Empowerment Act, Act 53 of 2003 and Preferential Procurement Regulations, 2017
- b. In accordance with this PPPFA, submission will be adjudicated on the 80/20 points system and the B-BBEE codes of good practice as gazetted. Price will make up the

total of 80 points, and B-BBEE contributor level will be allocated the remaining 20 points.

## 12. SPECIAL CONDITIONS AND REQUIREMENTS OF THE BID

- a. Service Providers are requested to submit Valid and original or original certified copy of B-BBEE level certificate or original Sworn Affidavit – B-BBEE Exempted Micro Enterprises and Qualified Small Enterprises; failing which the BEE points claimed will be forfeited.
- b. The service provider (Directors, members of close corporation and employees) involved with the contract or having access to information relating to the contract must be prepared to go through the required process of security clearance and background checks prior to appointment.
- c. 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.
- d. The successful bidder will be required be TAX COMPLIANT at the time of award.
- e. Service providers **MUST** be registered on Central Suppliers Database (SCD) before the closing date of the bid and **MUST** submit the proof of registration summary report.
- f. Telegraphic, telefax or late tenders/bids will not be accepted and will be disqualified.
- g. **Standard Bidding Documents (SBD) forms MUST** be fully completed with a black ink only, and not to be re-typed and **SIGNED**. All cancellations and corrections made in the bid document must be signed, failure will lead your bid to be disqualified / invalidated.
- h. No correction pen (e.g. tippex) should be used in the bid proposals as this will lead to your bid being disqualified of invalidated.
- i. Bidders **MUST** submit original and 2 additional copies of the bid documents and failure to submit accordingly will carry negative consequences.
- j. This three years contract may be terminated by The Presidency after 30 days by means of written notice, should the awarded service provider be found to be negligent or not perform in accordance with the contractual stipulations, proposals received and SLA.
- k. The pricing (VAT inclusive) schedule must be attached as a separate Annexure (per item) and signed. Bidders are requested to **ALWAYS** use a black pen as failure to do so will result in the submitted bid/proposal disqualified/invalidated)
- l. Three year contract commencing on date of appointment until finalisation of the contract for the financial year.
- m. In all instances, payment for the services rendered will be made within 30 days after a formal invoice has been received; except in rare and unanticipated/unforeseen circumstances as might happen from time to time.



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

### 13. EVALUATION PROCESS

A five phase approach will be followed during the evaluation, namely: Bid proposal screening process; Pre-qualification; Mandatory requirements; Functionality; Price and B-BBEE status level contribution

#### 13.1 PHASE 1: BID PROPOSAL SCREENING PROCESS

During this phase the standard bid documents and the special conditions requirements will be checked. Only service providers who comply will move on to the next phase. Note that all the required documentation must be signed by a duly authorised representative.

The required documentations are as follows:

- a) Signed declaration of interest (SBD 1)
- b) Signed declaration of interest (SBD 3.3)
- c) Signed declaration of interest (SBD 4)
- d) Signed Preference points claim form (SBD 6.1)
- e) Signed declaration of suppliers past supply chain management practices (SBD 8)
- f) Signed certificate of independent bid determination (SBD 9)
- g) Signed briefing session attendance certificate
- h) Signed pricing schedule (VAT inclusive)
- i) Valid and original or original certified copy of B-BBEE level certificate or original Sworn Affidavit – B-BBEE Exempted Micro Enterprises and Qualified Small Enterprises
- j) Names and certified ID copy of employees assigned for this project
- k) Certified ID copies of owner(s)
- l) Company registration, e.g. CK document
- m) Company's profile

#### 13.2 PHASE 2: PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

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

- (a) ***“ 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 service provider or company must at least be 51% owned by black people***
- (b) ***Bidders must be B-BBEE level 1***

#### 13.3 PHASE 3: MANDATORY REQUIREMENTS

A shortlist will be established and the shortlisted bidders must meet the entire minimum requirements to proceed to the next phase.

Minimum requirements	YES	NO
1. Has the Service Provider complied with section 4 above?		

2. Has the Service Provider complied with section 5 (b,c,d,e) above?		
3. Has the Service Provider complied with section 8 above?		

#### **13.4 PHASE 4: FUNCTIONALITY EVALUATION**

Only bidders who qualified on mandatory requirements will qualify for this phase. During Phase 4, the proposal will be evaluated according to the evaluation criteria defined below:

Description	Weight	Points
<p><b>Qualifications and Experience – The Project Leader</b>, should have a minimum BCM certification accredited by the Business Continuity Institute (BCI) and 10 years' experience in conducting Business Continuity Management projects such as Business Impact Analysis, Independent Exercising of BCM Arrangements, Drafting of BCM Strategies or BCM Programme implementation for clients (Public or Private Sector)</p>	<p><b>30</b></p>	<p>Minimum BCM qualification and Less than 5 years experience (0)</p> <p>Minimum BCM qualification and 5 years experience (10)</p> <p>Minimum BCM qualification and 6 - 8 years experience (15)</p> <p>Minimum BCM qualification and 9-10 years' experience (20)</p> <p>Minimum BCM qualification and 11 years' experience and above (30)</p>
<p><b>Qualifications and Experience of Project Team members</b> - Capability and knowledge of Project Team - the team members should have at a minimum a BCM certification accredited by the Business Continuity Institute (BCI) and 5 years' experience in conducting Business Continuity Management projects such as Business Impact Analysis, Independent Exercising of BCM Arrangements, Drafting of BCM Strategies or BCM Programme implementation for clients (Public or Private Sector)</p>	<p><b>20</b></p>	<p>Minimum BCM qualification or in related field and Less than 5 years' experience (0)</p> <p>Minimum BCM qualification or in related field and 5 years' experience (5)</p> <p>Minimum BCM qualification or in related field and 6 - 8 years' experience (10)</p> <p>Minimum BCM qualification or in related field and 9-10 years' experience (15)</p> <p>Minimum BCM qualification or in related field and 11 years' experience and above (20)</p>

<p><b>Programme Implementation (Methodology)</b>  <b>Technical approach and break down of the Project Execution for a three (3) year period</b></p> <p>Project Breakdown to include:</p> <ul style="list-style-type: none"> <li>○ Activities</li> <li>○ Timelines for activities</li> <li>○ Possible high level milestones</li> <li>○ Human resources required based on activities</li> <li>○ Costs linked to the initial three month implementation phase</li> </ul>	<p><b>30</b></p>	<p>Project Breakdown – (0 for no breakdown)</p> <p>Project Breakdown listing only activities(5)</p> <p>Project Breakdown listing activities and timelines for activities (10)</p> <p>Project Breakdown listing activities, timelines for activities, possible high level milestones (15)</p> <p>Project Breakdown listing activities, timelines for activities, possible high level milestones, human resources required based on activities (20)</p> <p>Project Breakdown listing activities, timelines for activities, possible high level milestones, human resources required based on activities and costs linked to the initial three month implementation phase (30)</p>
<p><b><u>Training Plan</u></b></p> <p>Provide a training plan for BCM Champions and BCM Team Members with respect to the transfer of skills and handholding based on BCP and DRP.</p>	<p><b>10</b></p>	<p>No training Plan provided (0 points)</p> <p>Training plan provided but no specific deliverables/training outcomes (5 points)</p> <p>Training Plan with clear objectives and deliverable aligned to BCM Standards provided (10 points)</p>

<p><b><u>Experience of the Service Provider</u></b></p> <p>Reference of similar project(s) in the last five years</p>	<p><b>10</b></p>	<p>Reference letters of BCM experience conducted/rendered by the Company (Please Note: The required experience is for the company submitting the bid and not the Project Leader)</p> <p>(0 points) for no reference or less than three reference letters</p> <p>(10 points) for three or more reference letters</p>
<p><b>Total</b></p>	<p><b>100</b></p>	

Proposals that score at least **70 or more points** on functionality above evaluation will be considered for the next phase.

**13.5 PHASE 5: PRICE AND B-BBEE STATUS LEVEL CONTRIBUTION**

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>

Price:

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

Where:

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

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

The following table will be used to calculate the score out of 20 for B-BBEE:

<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>NUMBER OF POINTS</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant	0

For the purpose of this tender, bidders will be evaluated on pricing as requested on 4.1, 4.2 and 4.3 and additional cost as follows: NB – total bid price should be captured on the SBD 1.

<b>List of Additional Costs</b>	<b>Price</b>	<b>Description</b>	<b>Comments</b>

#### **14. CONFIDENTIALITY**

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 that he/she has been awarded the contract. 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.

#### **15. DISCLAIMER**

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

#### **16. COMPULSORY BRIEFING SESSION WILL BE CONDUCTED**

**Physical address:**  
Union Buildings  
Government Avenue  
Arcadia  
Pretoria

Date: 05 December 2017

Time: 10:00

Venue: As per physical address above

### **17. SUBMISSION OF PROPOSALS**

- 17.1 Completed bid documents should be sealed, clearly marked The Presidency, bid number and description deposited in the bid/tender box that is accessible 24 hours at, Union Buildings, Government Avenue, Arcadia, Pretoria on or before 18 December 2017 at 11:00.
- 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. ACCEPTANCE OF THE SPECIAL CONDITIONS AND GENERAL CONDITIONS OF CONTRACT**

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

Failure to accept the Special Conditions and General Conditions 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.....

Date.....

Contact person of company: .....

## **19. ENQUIRIES**

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Department:** The Presidency

**Contact Person:** Madira Selomo / Oupa Kekana

**Tel:** 012 300 5951 / 012 300 5983

**Fax:** Not Applicable

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

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** Mr Gavin Mahlangu

**Tel:** 012 300 5378

**Fax:** Not Applicable

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

## **GENERAL**

It is incumbent upon the tenderer to provide all relevant information to promote or advance its tender offer.

The Presidency may request clarification or additional information regarding any aspect of the bids that were submitted. Companies must respond to requests by The Presidency for additional information within three working days after the request has been made. Failure to comply may invalidate the potential service provider. The Presidency may also request the bidder to provide this information at a presentation to the Bid Evaluation Committee. Should this be necessary, The Presidency will inform bidding companies in advance.

All documentations must be completed in full. Failure to comply with this requirement will invalidate the tender offer. All relevant documents must be signed by a person duly authorised by the **Company**.



SECTION 3

**BRIEFING SESSION ATTENDANCE CERTIFICATE**

The briefing session certificate must be signed and stamped by two representatives of the Presidency after the session has been completed. The briefing session certificate must also be signed by the company's bidder/representative. The original signed briefing session certificate must be submitted with bidding document as required in terms of the bid documentation.

Failure to comply with above requirements will invalidate the Bid.

I attend the compulsory briefing session on the date of the **05 December 2017** inserted below:

**NAME OF BIDDER/REPRESENTATIVE:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

This is to certify that \_\_\_\_\_ of company \_\_\_\_\_

Attended the briefing session on the **05 December 2017** and is/are therefore familiar with the circumstances and the scope of the service to be rendered.

**SIGNED BY:** \_\_\_\_\_

**SCM OFFICIAL 1:** \_\_\_\_\_ **NAME OF OFFICIAL** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**TECHNICAL OFFICIAL 2:** \_\_\_\_\_ **NAME OF OFFICIAL** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**THE PRESIDENCY STAMP**

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

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

**2. Application**

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

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

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

**3. General**

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

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

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



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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

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

**28. Limitation of liability**

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)