CHECKLIST OF DOCUMENTS TO BE SUBMITTED -NCPT/05/2020			
CHECKLIST FOR BIDDERS	TICK		
	Yes	N/A	No
PRE-QUALIFICATION CRITERIA REQUIREMENTS			
Proof of CSD Registration Report			
Original certified BBBEE certificate issued by SANA's approved institutions or original sworn affidavit (Joint BBBEE certificate for joint-venture agreements)			
COMPLIANCE WITH MANDATORY REQUIREMENTS			
All forms completed, duly signed			
SBD 1: Invitation to Bid and Total Bid Price			
SBD 4: Declaration of interest			
SBD 6.1: Preference Points Claim form			
SBD 7.2 : Contract Form			
SBD 8: Declaration of bidders past SCM practices			
SBD 9: Certificate of independent bid determination			
Detailed Pricing Schedule (Annexure A)			
Joint venture or partnership agreement (SBD forms to be completed for both companies)			
Compliance with sub-contracting principles: (Proof of agreement and SBD forms to be submitted for both bidders)			
FUNCTIONALITY CRITERIA REQUIREMENTS			
Detailed proposal to execute the project			
Written trade references			
No of Bid Documents Copies Attached			

Northern Cape Provincial Government
PROVINCIAL TREASURY

NCPT

Request for Proposal for the Supply, Implementation and Maintenance of a Biometric Access Control System for the Northern Cape Provincial Administration

NCPT/05/2020

Closing date and time:
05 March 2021 at 11:00
Bid Validity Period: 120 days

TENDER BOX ADDRESS:
Northern Cape Provincial Treasury
Cnr of Knight and Stead Street
Metlife Towers (Post Office building)
Ground Floor
KIMBERLEY, 8300

Initial_____

TABLE OF CONTENT

Initial_____

1. INTRODUCTION

The Northern Cape Provincial Treasury (NCPT) was established in terms of section 17(1) of the Public Finance Management Act (No. 1 of 1999). The NCPT seeks to appoint a competent service provider to:

Implementation and maintenance of a finger print and either eye or face biometric access control system for the Transversal Financial Management Systems of the Northern Cape Provincial Administration. The biometric access control system should also provide for the electronic verification and headcount of Northern Cape provincial government officials on an ongoing basis.

The NCPT will determine which service provider ("bidder"), if any, are appointed in response to this request for submission of proposals and reserves the right not to appoint the highest scoring bidder based on sound justification in line with the Preferential Procurement Policy Regulation (2017).

Furthermore, NCPT reserves the right to accept part or the whole proposal as presented by prospective bidders

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the Supply, Implementation and Maintenance of a Biometric Access Control System for the Northern Cape Provincial Administration

The Biometric Access Control System (BACS) will introduce transaction integrity to maintain accountability of users in BAS, PERSAL and LOGIS. This proposed system must report on who did what and when, in terms of all sensitive transactions in BAS, PERSAL and LOGIS. The system will be deployed over the financial transversal systems, namely **BAS, PERSAL and LOGIS or any future integrated financial management systems** that are used by departments to process orders, maintain assets and pay suppliers as well as salaries to employees of the Northern Cape Provincial Administration. These systems represent the conduit through which the province transacts with its suppliers, customers and personnel in real monetary terms, which makes these systems a very attractive opportunity for fraudsters.

Inappropriate and unauthorised access to these information systems could result in inaccurate financial and performance-related information being provided to management. Furthermore, it could allow these information systems to be used to perpetrate theft and fraud. The current management processes leaves weakness in the governance and administration of the modern day security challenges to information systems with compromised passwords and insufficient evidence to hold users accountable.

Treasury has identified a key requirement to introduce stringent controls in the provincial transversal systems (BAS, PERSAL and LOGIS) to proactively manage electronic fraud across the various Departments in the province.

This system should also provide an electronic headcount verification system to conduct physical verification that should address the following:

- To physically verify the existence of employees to promote sustainable and credible budgets within the province to ensure continued payroll integrity.
- To produce an electronic database of all collected information.
- To identify personnel that did not register and to report on all exceptions.

Compensation of employees contributes to the single biggest expenditure item of Provincial Departments, and therefore the NCPT seeks to ensure that rightful salary payments are made to employees and to prevent wastage by paying salaries to ghost employees at Provincial Departments.

3. LEGISLATIVE FRAMEWORK OF THE BID

This RFP has been prepared in accordance with Public Finance Management Act, 1999 (Act, No.1 of 1999) and its Regulations, and all relevant procurement legislation. If there is contradiction with these legislation, the ACT will prevail.

3.1. Tax Legislation

3.1.1 Bidder(s) must be tax compliant at the time of awarding the bid. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

3.1.2 The Tax Compliance status requirements are also applicable to foreign bidder(s) /individuals who wish to submit bids.

3.1.3 It is a requirement that bidder(s) be granted a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

3.1.4 Bidder(s) are required to be registered on the Central Supplier Database and the NCPT shall verify the bidder's tax compliance status through the Central Supplier Database.

3.1.5 Where consortia /joint ventures /sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

Initial_____

3.2. Procurement Legislation

NCPT has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act (No. 1 of 1999), the Preferential Procurement Policy Framework Act (PPPFA) (No.5 of 2000) and the Broad-Based Black Economic Empowerment Act (BBBEE) (No. 53 of 2003).

3.3. Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

4. BRIEFING SESSION

A compulsory virtual briefing session will be conducted on the 23 February 2021.

Due to Covid-19, social distancing and the limited number of people at gatherings the compulsory briefing session will be held virtually via Microsoft Teams meeting.

All prospective bidders must make advance bookings between the 15th -17th of February by sending an email to **dmokwena@ncpg.gov.za.** Booking of slots is COMPULSORY as it gives prospective bidders access to the COMPULSORY briefing session. Failure to make timeous booking will result in the prospective bidders being denied access to the virtual compulsory briefing session, which will lead to DISQUALIFICATION from continuing in the bidding process. Booking of slots will be confirmed by end of business on the 19th of February 2021 to prospective bidders who booked time slots.

The compulsory briefing session is an important part of this bidding process as it promotes efficiency, transparency and equality which are important principles in any supply chain management (SCM) process. The briefing session furthermore affords the prospective bidders an opportunity to clearly understand the services required, the environment in which the services will be rendered compliance requirements, thus attendance is compulsory.

Prospective bidders will be given an opportunity to ask clarity seeking questions via email to dmokwena@ncpg.gov.za **between the 24th to 25thof February 2021** pertaining to the tender. Feedback on clarity seeking questions will be emailed on the 1st of March 2021 to all bidders that attended the compulsory briefing session.

The tender documents may be obtained from the departmental SCM office or downloaded on the respective sites, i.e.: www.etenders.gov.za and www.ncpt.gov.za.

All questions posed during the said period will be communicated to all prospective bidder(s) to enable the department to share questions and responses.

Initial_____

5. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time, is **120** days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-tender portal / print media / Tender Bulletin	12 February 2021
Notification of Briefing Session attendance	15- 17 February 2021
Confirmation of receipt of notification and sending out Microsoft teams meeting link	19 February 2021
Briefing session	23 February 2021
Clarity seeking questions	24 – 25 February 2021
Responses to Clarity seeking questions	1 March 2021
Bid closing date	5 March 2021 at 11:00
Bid Functionality Committee	22 March 2021
Bid Evaluation Committee	05 April 2021
Bid Adjudication Committee	20 April 2021

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at the NCPT's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the NCPT to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the NCPT extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

6. CONTACT AND COMMUNICATION

6.1 The bidder(s) must make all enquiries in writing to **D. Mokwena via email at dmokwena@ncpg.gov.za**. The delegated office of the NCPT may communicate with bidder(s) for any clarity regarding the bid proposal.

6.2 Any communication to an official or a person acting in an advisory capacity for the NCPT in respect of the bid between the closing date and the awarding of the bid by the bidder(s) is discouraged.

6.3 All communication between the bidder(s) and the NCPT must be done in writing.

6.4 Whilst all due care has been taken in preparation of this bid, the NCPT makes no representations or warranties that the content of the bid or any information communicated to or provided to bidder(s) during the bidding process is, or will be, accurate, current or complete. The NCPT and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

Initial_____

6.5 If the bidder(s) finds or reasonably believes they found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NCPT (other than minor clerical matters), the bidder(s) must promptly notify the NCPT in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the NCPT an opportunity to consider what corrective action is necessary (if any), at the discretion of the NCPT.

6.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the NCPT will, if possible, be corrected and provided to all prospective bidder(s) without attribution to the bidder(s) who provided the written notice.

6.7 All persons (including bidder(s)) obtaining or receiving the bid and any other information in connection with the bid or the tender process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

7 LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration.

8 COUNTER CONDITIONS

Bidder(s)' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidder(s) or qualifying any bid conditions will result in the invalidation of such bids.

9 FRONTING

9.1 Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemns any form of fronting.

9.2 The Government, in ensuring that bidder(s) conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry and Competition, be established during such enquiry/investigation,

Initial_____

the onus will be on the bidder/ contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from the date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the NCPT may have against the bidder/contractor concerned.

10 SUPPLIER DUE DILIGENCE

The NCPT will conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

11 SUBMISSION OF PROPOSALS

11.1. Bid documents may be posted to Cnr of Knight and Stead Street, Metlife Towers (Post Office building) Room 805, Floor 8, Kimberley, 8300. Bidder(s) who wish to make use of speed services must mark "delivery to counter" and not to private bag/ box. Bidder(s) must also contact the SCM office via email at **dmokwena@ncpg.gov.za**, stating the tracking number of the bid document. It is the bidder's responsibility to ensure that the courier service delivers their document on time. Bidder(s) may place their bids in the tender box located at the front of the aforesaid address on or before the closing date and time

11.1 Bid documents will only be considered if received by the NCPT before the closing date and time, regardless of the method used to send or deliver such documents.

The bidder(s) must submit five (5) copies of each file (one (1) original and four (4) duplicates by **05 March 2021** at 11:00. Failure to submit 5 copies as indicated will result in the disqualification of the bid.

11.2 Each file must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the files must be labelled and submitted in the following format:

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & BBBEE)
1. MANDATORY REQUIREMENTS (Gate 0) (Refer to section 18.1)	**4. PRICE AND BBBEE EVALUATION (Gate 3)** Refer to section 18.3 and Annexure A
2. FUNCTIONALITY EVALUATION CRITERIA: (Gate 2)	

Initial_____

Refer to section 18.2	

11.4 Bidder(s) are requested to initial each page of the tender document on the bottom right hand corner.

12 PRESENTATION / DEMONSTRATION

The NCPT reserves the right to request presentations/demonstrations from the short-listed bidder(s) as part of the bid evaluation process.

13 DURATION OF THE CONTRACT

The successful bidder will be appointed for the period of 3 years with an option to renew for a further two years.

14 SCOPE OF WORK

1.1. Require a service provider(s) to supply and implement a Biometric Access Control System with an authentication device(s) for 2000 installed users within all the Departments of the Provincial Administration.
1.2. All critical hardware and software systems have to be of high availability architecture (clustered and redundant) to ensure the highest possible availability of the solution. The solution must be able to operate on the government network infrastructure with limited bandwidth.
1.3. Indicate optimal bandwidth to operate the system.
1.4. Provide specifications in the form of a Software as a Service (SaaS) and supply of hardware, software, licenses and costing thereof that will support the solution which will be the property of the Northern Cape Provincial Government (NCPG).
1.5. All servers to be provided with a seven (7) years next business day warranty, 6 hrs call to repair, 24/7.
1.6. Supply and implement, including onsite installation of biometric device(s) for 1700 users with the necessary upgrades and firmware updates which will be the property of the NCPG.
1.7. Implement a storage and backup system to store transaction evidence data for two (2) years on-line and then for a total of twenty (20) years at the client specified site.
1.8. Supply and implement the solution onsite at the NCPG Departments and its Regional offices for all users.
1.9. The system should provide authentication of users, non-repudiation, strong sign-on and accountability as prescribed in the user procedure manual.
1.10. The system to provide business intelligence/analytic reports to indicate any risk areas (e.g. failed log-on attempts).
1.11. A maintenance contract will be concluded for the duration of the contract and the service provider to indicate the base from which services will be available for

Initial_____

maintenance/support purposes as well as exclusions from the maintenance contract. The costing of maintenance contract should be provided.

1.12. Provide human resources to do the installations and implementation of the above mentioned solution at all provincial departments and its regional offices.

1.13. Formal project management from beginning to end in compliance with any recognized methodology e.g. Project Management Body of Knowledge (PMBOK), PRINCE2 etc.

1.14. The solution in its entirety should function optimally for the duration of the contract.

1.15. Transfer skills to identified individuals and provide user manuals.

1.16. This system should also provide an electronic headcount system to conduct physical verification that should physically verify the existence of employees to promote sustainable and credible budgets within the province; verify the existence of personnel and to ensure continued payroll integrity; produce an electronic database of all collected information; identify personnel that did not register and to report on all exceptions.

15 DELIVERABLES, ROLES AND RESPONBILITIES

15.1 The solution will be deployed in phases with the envisaged deliverables per phase as follows:

Phase	Deliverable	Applications	Users
1	• End user environment readiness assessment of the in-scope users • Business Analysis of the requirements • Supply and Implementation of core components • Software customization to comply with the requirements of National Treasury • Rollout to the in-scope users • Training of the relevant users and support staff	BAS, PERSAL and LOGIS	BAS: 519 PERSAL: 830 LOGIS: 651
2	• Supply and Implementation of the high availability and enterprise performance components of the system • Rollout to the in-scope users • Training of the relevant users and support staff	BAS, PERSAL and LOGIS	BAS: 519 PERSAL: 830 LOGIS: 651
3	• Project sign-off and closeout	BAS, PERSAL and LOGIS	BAS: 519 PERSAL: 830 LOGIS: 651

Initial_____

Phase	Deliverable	Applications	Users
4	• Post-Implementation solution support in accordance with the SLA	BAS, PERSAL and LOGIS	BAS: 519 PERSAL: 830 LOGIS: 651

15.2 ROLES AND RESPONSIBILITIES

The following general roles and responsibilities will be expected to be performed by the Supplier as listed in the table below:

Supplier
• Supply and on-site implementation of all infrastructure equipment and software at the designated sites.
• Supply and finance project resources and fulfil a formal project management function
• Train and provide user manuals to all NCPT technical officials involved in daily setup and technical support of sites.
• Develop the necessary policy and procedures relating to the system.
• On-site enrolment of end-users including the necessary auditable documentation with respect to the positive identification of users.
• Perform a readiness evaluation on the Datacentre facilities and infrastructure and provide NCPT with a gap analysis of requirements.
• Fulfil project governance and the following management roles to the project: o project sponsor, o project owner, o program management, o technology change management, o project manager, o supply enrolment personnel and o technical support staff
• Provide an electronic headcount system that should physically verify the existence of employees; produce an electronic database of all collected information; identify personnel that did not register and to report on all exceptions

Initial_____

16. MANDATORY REQUIREMENTS

The below sets out the mandatory requirements of the NCPT to achieve its objectives and business requirements:

16.1 AUTHENTICATION	Comply	Not comply
The system must automatically collect and store specific and selected transaction evidence, in compliance with sections 13 and 15 of the Electronic Communications and Transactions (ECTA) Act No. 25 of 2002, through secured mechanisms and provide the following details for each record: • The actual provable identity signature of the person who performed the transaction • What the person saw before the change • What changes were made by the person • Accurate date and time of when the transaction was performed		
Substantiate:		

16.2 DATA ENCRYPTION	Comply	Not comply
The solution must automatically encrypt sensitive transaction data by means of Advanced Encryption Standard (AES) 256 and RSA 2048 compliant encryption standards, at the source of the transaction (at the user's computer)		
Substantiate:		

16.3. DIGITAL SIGNATURE	Comply	Not comply
The transactions and evidence data must be digitally signed by means of x.509 compliant Advanced Electronic Signature to secure the integrity of the evidence data.		
Substantiate:		

Initial_____

16.4 STORAGE OF ELECTRONIC EVIDENCE	Comply	Not comply
The database of electronic evidence records must be encrypted and segregated both logically and physically from the operational applications (BAS, PERSAL & LOGIS), hosting system and the functional transaction system. This database must secure the evidence records from unauthorised access from hackers, users, administrators and software developers		
Substantiate:		

16.5 USER AUTHORISATION	Comply	Not comply
The solution must: • Prevent unauthorised people from accessing the application through strong application access control mechanisms • A combination of the user's biometric identification and PKI digital certificate must be presented by the user to log into the application and also when the user wants to approve and commit a sensitive transaction. • The solution must ensure that authorised users can only log in to the application with their own unique credentials • The solution must eliminate the need for users to use passwords when transacting on the transversal systems • The solution must document the positive identification of a physical person that logged into the system that can be used as a record.		
Substantiate:		

16.6 SECURE ADMINISTRATOR REPORTING	Comply	Not comply
Specific authorised administrators must be able to search and report transaction evidence records through an integrated reporting application interface that is easy to use.		
The reporting interface must be secured by biometric and PKI digital certificate strong authentication mechanisms. The transaction reports must provide legally valid evidence compliant with the requirements of ECTA, in a manner that is easy to understand and present a clear audit trail of what the user saw, what the user did and when it was done, and must also present the user's unique credentials that was used to perform and authorise the transaction.		

Initial_____

Provide intelligence reports on possible attempts of fraudulent transactions or patterns. Indicate which reports can be generated		
Substantiate:		

16.7 SECURE ADMINISTRATOR INTERFACE	**Comply**	**Not comply**
The system must have an administrative interface that must be secured by biometric and PKI digital certificate strong authentication mechanisms. The administrative interface must allow authorised administrators to: • Create new users • Suspend or delete existing users • Perform lifecycle administration tasks • Perform administrative reporting such as: user enrolment audit trail, user status, license usage and system health reports		
Substantiate:		

16.8 ABLE TO OPERATE ON SITA NETWORK	**Comply**	**Not comply**
The system must have existing capability to perform the proposed functionality on other Government transversal applications (client server and mainframe systems), but the implementation is specific to the BAS, PERSAL and LOGIS systems only. Any other applications are out-of-scope for the current requirement.		
Substantiate:		

16.9 NON-REPUDIATION CAPABLE	**Comply**	**Not comply**
The solution must be capable of non-repudiating of sensitive transactions monthly, which is performed provincially across all in-scope sites.		
Substantiate:		

Initial_____

16.10 CENTRALIZED CLIENT UPDATE SERVER	Comply	Not comply
The solution must be able to update software that resides on the user computers, across the SITA network, from a central administrative console, in a manner that is configurable to minimise the impact on network bandwidth.		
Substantiate:		

16.11 TIME-STAMPING CAPABILITY	Comply	Not comply
The solution must timestamp and cryptographically seal each sensitive transaction record by means of an IETF RFC 3161 compliant time stamping service provided by the solution, which must be synchronised to an accurate Stratum-II time source point. The timestamp servers must be configured with 2 x FIPS 140-2 2000 TPS Hardware Security Modules.		
Substantiate:		

16.12 UNIQUE USER AUTHENTICATION	Comply	Not comply
Sensitive transactions must be authorised by the user with the combination of the user's unique x.509 compliant Advanced Electronic Signature together with a biometric device. Each user must have his/her own unique digital certificate which must be stored on the secure platform which can only be unlocked with the specific user's biometric characteristic(s) to prevent identity theft.		
Substantiate:		

16.13 UNIQUE USER AUTHENTICATION	Comply	Not comply
The user's biometric identification must be presented to the system to unlock the user's digital certificate to digitally sign the transaction in an automated manner that is transparent to the user.		
Substantiate:		

Initial_____

16.14 DIGITAL CERTIFICATION	Comply	Not comply
The Digital Certificates must be provided out of audited trust centre(ISO/SANS 21188) and be capable of issuing advanced electronic signatures as defined by ECTA, Section 13 and must be subjected to segregation of duties and issued in terms of a certificate life cycle management that is part of a well-documented process of which the PKI system must be deployed according to best practises including: • Compliance to SANS 21188 and any relevant web assurance service best practices • A Root Certification Authority (CA) along with at least one Subordinate CA and a backup CA • The digital certificates must be x.509 compliant with a 2048 key length • The software and hardware used in the PKI should be Federal Information Processing Standards (FIPS) rated • The Certificate Policy and Certificate Practice Statement governance documentation as per SANS 21188 and any relevant web assurance service best practices standards • The provider must be a South African audited PKI authority - a letter or certificate from a South African auditor to this effect must be provided.		
Substantiate:		

16.15 PUBLIC KEY INFRASTRUCTURE (PKI) ENCRYPTION	Comply	Not comply
Due to the heterogeneous environment, the PKI solution elements must be: • Platform independent • Linked with a publicly trusted root certification authority • Able to support a variety of directory servers and databases including those on the mainframe • Able to provide strict control over the issuance process of certificates via a Registration Authority interface • Allow for flexible methods of identifying a user before issuing the certificate including approval by a registration officer • Able to record audit trails in a digitally signed manner so that the audit trails can be used as evidence to a CA action		
Substantiate:		

Initial_____

16.16 HIGH APPLICATION AVAILABILITY	Comply	Not comply
The central software necessary for the functioning of mandatory functionality must be in a high availably configuration at the datacentre to deliver 99% monthly uptime and availability during Office hours (Mon-Fri 07:00-17:00, excluding public holidays). Maximum turnaround time of 2 hours on system faults logged.		
Substantiate:		

16.17 HIGH APPLICATION/SOLUTION AVAILABILITY	Comply	Not comply
The central server systems hardware infrastructure necessary for the functioning of mandatory functionality must be in a high availability configuration at the Datacentre to deliver 99% monthly uptime and availabillty during Office hours (Mon-Fri 07:00-17:00, excluding public holidays).		
Substantiate:		

16.18 SUFFICIENT STORAGE FOR TRANSACTION DATA	Comply	Not comply
• The system infrastructure must be sufficiently sized to store **3 years** of transaction evidence records **online**. • Transaction data must then be stored **centrally at the Datacentre** with sufficient storage for all the system and evidence database solutions requirements, for a period of **3 years** on a continuous basis. • The data should then be transitioned to **offsite** storage where it must be retrievable and usable for the remainder of **20 years**, meaning that transaction record evidence should be accessible for up to 20 years.		
The solution must provide for the backup hardware, software and consumables for the duration of the contract post implementation to perform daily, weekly and monthly backups to be able to fully restore the system and data, if required, for a period of 20 years after implementation, including software licensing, hardware support and maintenance. The provider must provide written proof from the original equipment manufacturer (OEM) that the backup equipment		

Initial_____

guarantees recovery of data for 20 years. The consumables and licensing of the backup software must provide for the duration of the contract and the operational life of the solution.		
Substantiate:		

16.19 INTRUSION PREVENTION (CAPABILITY)	**Comply**	**Not comply**
The core solution elements must be physically and logically segregated from NCPT's normal line of business applications and operational network to prevent unauthorised logical access to the system by means of an Intrusion Prevention System.		
Substantiate:		

16.20 BIOMETRIC AUTHENTICATION DEVICES REQUIRED	**Comply**	**Not comply**
• **Transversal systems:** The solution must provide for the supply of biometric devices for **2000** users to enable them to authenticate to transversal systems. • **Headcount:** The solution must provide for the supply of biometric devices for each of **12** departments to enable them to conduct headcount.		
Substantiate:		

16.21 SERVER WARRANTY	**Comply**	**Not comply**
All servers to be provided with a seven (7) years next business day warranty, 6 hrs call to repair, 24/7.		
Substantiate:		

Initial_____

16.22 AFTER SALES SERVICE	Comply	Not comply
After sales services are required to commence after the implementation of the system and deliver the following: • Ensure 99% uptime and availability of the core solution; • Perform scheduled maintenance after hours • Repair of faulty central system hardware components within 6 hours; • 2nd and 3rd level Operating system support and administration; • 2nd and 3rd level storage system support and administration; • Replace faulty end-user biometric/headcount devices within 2 business days; • 1 x Full time on-site 2nd level system support for at least 6 months post implementation and administration at the Head Office (Mon-Fri 07:00-17:00 excl. public holidays) • 2nd and 3rd level Database administration and maintenance; • 2nd and 3rd level PKI system support and maintenance; • 2nd and 3rd level Time Stamp system support and maintenance; • Knowledge transfer and training of assigned technical support staff of the NCPT; • Assign a Service Delivery Manager and implement formal incident and change management; • Monthly and quarterly service management meetings with NCPT with minutes of meetings and system performance reports; • Maintain accurate audit trail records of users and administrator enrolments; • Maintain daily, weekly and monthly backups; • Annual testing of backups and provide a feedback report • The service provider must make provision for a guaranteed 24/7 same day response and next business day resolve on all end-user devices and 24/7 6 hour fix/replace of all Datacenter system elements including all hardware and software problems, including spare parts for the duration of the contract from the date of the supply of the Datacenter elements • Participate in the scheduled testing of disaster recovery plans that SITA undertakes bi-annually.		
Substantiate:		

Initial_____

16.23 COMPULSORY INITIAL USER REGISTRATION/ENROLMENT	Comply	Not comply
A service is required to formally authorise and register approved users on the system, via an auditable face to face on-site enrolment process that ensures the positive identification of the user, in compliance with the requirements of the ECTA. Each user must be physically registered on-site and their identity physically verified and documented during the face to face verification and registration process. The user must then receive basic awareness training on the system, how to use it, and how to obtain help if needed. The registration records and audit trail must be centrally maintained. A detailed project plan for the face to face end user enrolment process must be provided during the project for every site required. The actual enrolment process must be described in detail, as well as an example of the forms to be used must be provided showing the details of what information will be captured during the face to face enrolment, including details such as: • Personal information (Full names and ID number) • Supervisor authorising signature • Acceptance of the user subscriber agreement • Details (serial number) of biometric device installed at the user's computer		
Substantiate:		

16.24 INFRASTRUCTURE READINESS ASSESSMENT	Comply	Not comply
A service provider is required to perform a datacentre infrastructure readiness assessment of the NCPT's technology readiness with the requirements of the solution during the first month of the project.		
Substantiate:		

16.25 ROLL-OUT PLAN	Comply	Not comply
It is expected that the entire solution is supplied and implemented to all users over a period of 3 months from the date of order, but		

Initial_____

the NCPT will consider alternative feasible timelines should a need arise. The service provider must assume full responsibility for implementing the solution at all of the in-scope sites as listed, except where NCPT computer infrastructure as well as user availability prohibits scheduled implementation, in such cases alternative arrangements will be agreed upon by the two parties.		
Substantiate:		

16.26 DRAFTING OF SYSTEM POLICIES & PROCEDURES	**Comply**	**Not comply**
The policies and procedures relating to the system required for good governance must be drafted by the Service Provider for the NCPT requirements. These policies and procedures are defined as: • PKI Policy • Certificate Charter • Multi-factor access control and non-repudiation policy • Enrolment of user policy • User acceptance of accountability • User procedure manual		
Substantiate:		

16.27 ON-SITE INSTALLATION, ENROLMENT AND USER AWARENESS TRAINING	**Comply**	**Not comply**
The solution must provide for the on-site installation of user equipment and software, user enrolment and user awareness training at the following sites: **Application: BAS**		

Region/ District	**Town**	**Number of in-scope users**	**Number of in-scope user computers**
Frances Baard	Kimberley		
Pixley Ka seme	De Aar	519	519
Namaqua	Springbok		
Siyanda	Upington		

Initial_____

John Taolo	Kuruman		

Application: PERSAL

Region/ District	**Town**	Number of in-scope users	Number of in-scope user computers
Frances Baard Pixley Ka seme Namaqua Siyanda John Taolo	Kimberley De Aar Springbok Upington Kuruman	830	830

Application: LOGIS

Region/District	**Town**	**Number of in-scope users**	**Number of in-scope user computers**
Frances Baard Pixley Ka seme Namaqua Siyanda John Taolo	Kimberley De Aar Springbok Upington Kuruman	651	651

Initial_____

Application: Headcount

Region /District	Town		Number of in-scope users	Number of in-scope user computers
Frances Baard	Kimberley		24	12

Pricing must be inclusive of all effort, travel, accommodation and disbursements related to the on-site installation of user equipment

Substantiate:

17. PRICE SCHEDULE (SEE ATTACHED ANNEXURE A)

17.1 **<u>This section of the specification must be completed by all bidder(s) as failure to comply shall lead to disqualification.</u>**

- All offers must include VAT, if the bidder is eligible for VAT verifiable by a unique VAT number.
- All prices must be in South African Currency (Rand).
- Pricing must be inclusive of all effort, travel, accommodation and disbursements related to the on-site installation of user equipment

18. EVALUATION AND SELECTION CRITERIA

The NCPT has set minimum standards (Gates) that a prospective bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Mandatory requirements (Gate 0)	Functionality Evaluation Criteria (Gate 2)	Price and BBBEE (Gate 3)
Bidder(s) must submit all documents as outlined in the table below. Only bidder(s) that comply with mandatory requirements will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 60 points out of 100 to proceed to Gate 3	Bidder(s) will be assessed on price and BBBEE score.

Initial_____

18.1 Gate 0: Mandatory Requirements

Without limiting the generality of the NCPT's other critical requirements for this bid, prospective bidder(s) must submit the documents listed in the table below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s).

During this phase, bidder(s)' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Documents that must be submitted	Non-submission may result in disqualification	
Invitation to Bid – SBD 1	**YES**	Complete and sign the supplied pro forma document
Tax Status **Tax Clearance Certificate**	**YES**	In the event where the bidder submits a hard copy of the Tax Clearance Certificate, the Central Supplier Database (CSD) verification as well as SARS e-filing verification outcome will take precedence. At award, the successful bidder must be tax compliant on CSD and/ or SARS e-filling
Declaration of Interest – SBD 4	**YES**	Complete and sign the supplied pro forma document
Original certified BBBEE certificate with SANAs logo or original sworn affidavit and Preference Point Claim Form SBD 6.1	**NO**	Bidder(s) are required to prove their BBBEE status Level
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	**YES**	Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination – SBD 9	**YES**	Complete and sign the supplied pro forma document
Registration on Central Supplier Database (CSD)	**YES**	Bidder(s) must be registered as a service provider on the CSD. If a bidder is not registered, proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.

Initial_____

		Submit proof of registration and CSD Master Registration Number (MAAA...)
Pricing Schedule	**YES**	Submit full details of the pricing proposal as per **Annexure A in a separate envelope**

18.2 Gate 1: Functionality Evaluation Criteria = 100 points

All bidder(s) are required to respond to the functionality evaluation criteria scorecard as indicated below. Only bidder(s) that have met mandatory requirements (Gate 0) will be evaluated in Gate 1 for functionality.

A bidder that scores less than 70% for functionality will be regarded as non-responsive and will be disqualified. All bidder(s) who receive 70% and more for functionality will further be evaluated on points for price and BBBEE score

The NCPT reserves the right to conduct a site visit at one or more of the references provided by the bidder.

Shortlisted bidders will be expected to perform a virtual presentation and demonstration of the system.

The criteria that will be considered for determining functionality include:

Criteria	Guidelines for criteria application	Weight
Past experience	• Experience of the service provider to undertake the scope of work involved • Brief description of scope and scale of current and past projects undertaken • The service provider must submit two or more written trade references proving that they have deployed a biometric software access control solution for 2 or more SA Government Institutions and/or state owned entities on a national and/or provincial basis and the solution must have been in operation for more than 2 years. • References must contain: client names, addresses, telephone numbers, fax numbers and e-mail addresses on their official letter head.	30
Team capacity	• The service provider should demonstrate the capacity and experience all staff to carry out work required, indicate staff to be assigned to this project, their skills and qualifications (CV required). • Provide minimum requirement for any temporary staff that may be hired for the duration of the project. • Role of management in this tender • Ensure service provider officials have an understanding of NCPT's relevant transversal systems	30
Methodology	The service provider must demonstrate if they have the necessary capacity to provide the required service, this may include but not limited to the following:	40

Initial_____

- Execution of service standards or requirements as indicated in the mandatory section
- Turnaround times with regard to solving problems which may arise during the execution of the contract;
- Value added service that may be proposed by bidder
- Training and skills development plan (attach a detailed plan/programme that the NCPT personnel will receive.

- Project Team Structure/Internal Controls:
  - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any sub-contractors who within the firm will have prime responsibility and final authority for the work.

- A detailed project plan and project methodology must be provided that at minimum must address the following:
  - Project Implementation plan and schedule linked to time frames
  - Project Risk Management
  - Project Charter and Scope Of Work
  - Change Management
  - Planning and visioning phase
  - Assessment of the entire project including the user base and all systems
  - Gap analysis
  - Design of the system
  - Testing the system
  - Implementation of the system
  - Transition of knowledge
  - Maintaining the system
  - Communication plan
  - Project Governance Plan
  - Project Closeout report

- The service provider must demonstrate how they would adhere to the applicable standards and legislation as provided in this document
  - POPI Act
  - ECTA
  - The implementation of the solution must be

Initial_____

	managed with an assigned Project Manager, and must employ PMBOK or PRINCE2 project management methodology and development.	

18.3 Gate 2: Price and BBBEE Evaluation (80+20) = 100 points

Only bidder(s) that have met the 70 point threshold in Gate 1 will be evaluated in Gate 2 for price and BBBEE. Price and BBBEE will be evaluated as follows:

In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act (5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidder(s) on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

18.3.1 Stage 1 – Price Evaluation (80 Points)

Criteria	Points
Price Evaluation $Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$	80

The following formula will be used to calculate the points for price:

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

18.3.2 Stage 2 – BBBEE Evaluation (20 Points)

a. BBBEE Points allocation

A maximum of 20 points may be allocated to a bidder for attaining their BBBEE status level of contributor in accordance with the table below:

BBBEE Status Level of Contributor	Number of Points
1	20
2	18

Initial_____

3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

BBBEE points may be allocated to bidder(s) on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- Originally certified B-BBEE Certificate
- Original sworn affidavits

b. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture will qualify for points for their BBBEE status level as a legal entity, provided that the entity submits their originally certified BBBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their BBBEE status level as an unincorporated entity, provided that the entity submits their consolidated BBBEE scorecard as if they were a group structure and that such a consolidated BBBEE scorecard is prepared for every separate bid.

Bidder(s) must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The NCPT will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the lead partner and the joint venture and/or consortium party. The agreement must also clearly identify the lead partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

Standard bidding documents (SBD) forms to be completed by each company.

c. Sub-contracting

Bidder(s) who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.

The following is an extract from the PPPFA Act:

Initial_____

11(8) "A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract."

11(9) "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract."

18.3.3 Stage 2 (80 + 20 = 100 points)

The Price and BBBEE points will be consolidated.

19 GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which NCPT is prepared to enter into a contract with the successful bidder(s).
b. The bidder submitting the General Conditions of Contract to NCPT together with its bid, duly signed by an authorised representative of the bidder.

20 CONTRACT PRICE ADJUSTMENT

No contract price adjustments will be allowed once the award has been made.

21 SERVICE LEVEL AGREEMENT

Upon award, the NCPT and the successful bidder will conclude a Service Level Agreement (SLA) regulating the specific terms and conditions applicable to the services being procured by the NCPT.

22 SPECIAL CONDITIONS OF THIS BID

The NCPT reserves the right:

a. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
b. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price, without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
c. To accept part of a tender rather than the whole tender.

Initial_____

d. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
e. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
f. To cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
g. Award to multiple bidder(s) based either on size or geographic considerations.

23 REQUIRED DECLARATIONS FROM BIDDER(S)

In the bidder's technical response, bidder(s) are required to declare the following:

Confirm that the bidder(s) is to: –

a. Act honestly, fairly, and with due skill, care and diligence, in the interests of the NCPT;
b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
c. Act with circumspection and treat the NCPT fairly in a situation of conflicting interests;
d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the NCPT;
f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
g. To conduct their business activities with transparency and consistently uphold the interests and needs of the NCPT as a client before any other consideration; and
h. To ensure that any information acquired by the bidder(s) from the NCPT will not be used or disclosed unless the written consent of the client has been obtained to do so.

24 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

The NCPT reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the NCPT or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

Initial_____

a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of NCPT's officers, directors, employees, advisors or other representatives;
d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
g. has in the past engaged in any matter referred to above; or
h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

25 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that NCPT relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by NCPT against the bidder notwithstanding the conclusion of the Service Level Agreement between NCPT and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

26 PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing NCPT, its employees

Initial_____

or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

27 INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, NCPT incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds NCPT harmless from any and all such costs which NCPT may incur and for any damages or losses NCPT may suffer.

28 PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

29 LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. NCPT shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

30 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. NCPT reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to NCPT, or whose verification against the Central Supplier Database (CSD) proves non-compliant. NCPT further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

31 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. NCPT reserves the right to withdraw an award, or cancel a contract concluded with a bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

Initial_____

32 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

33 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that NCPT allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and NCPT will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

34 CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with NCPT's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by NCPT remain proprietary to NCPT and must be promptly returned to NCPT upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure NCPT's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

35 NCPT PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any NCPT proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

36 AVAILABILITY OF FUNDS

Initial_____

Should funds no longer be available to pay for the execution of the responsibilities of this bid **(NCPT/05/2020)** the NCPT may terminate the agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure; provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

Initial_____

Northern Cape Provincial Government
PROVINCIAL TREASURY

NCPT

ANNEXURE A : BID NO: NCPT/05/2020

Request for Proposal for the Supply, Implementation and Maintenance of a Biometric Access Control System for the Northern Cape Provincial Administration

NR	Supply, Implementation and Maintance of Biometric Access control System for the Northern Cape Administration	UNIT PRICE(VAT INCLUSIVE)	TOTAL PRICE (VAT INCLUSIVE)
1	Phase 1 : Cost of Software and Hardware		
2	Phase 2 : Implementation costs		
3	Phase 3: Training		
4	**Phase 4: Maintenace costs**		
	TOTAL BID PRICE(SHOULD REFLECT ON SBD 1)		

The costing should include but not limited to the above phases, please give us detailed breakdown of your costing. Disbursements should also form part of your costing.

Company Name:	
Address:	
Print Name & Surname of Bidder:	
Signature :	
Date of bid completion:	

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE: NORTHERN CAPE PROVINCIAL TREASURY					
BID NUMBER:	NCPT/05/2020	CLOSING DATE:	05 March 2021	CLOSING TIME:	11:00
DESCRIPTION	NCPT/05/2020 Request for Proposal for the Supply, Implementation and Maintenance of a Biometric Access Control System for the Northern Cape Provincial Administration				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT *(STREET ADDRESS)*

Cnr. Knight And Stead Street
The Entrance Of The MetLife Towers On Ground Floor (Post Office Building),
KIMBERLEY, 8300

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		**OR** CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ 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		
	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	A REGISTERED AUDITOR NAME:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER 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)**	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Northern Cape Provincial Treasury	CONTACT PERSON	Mr L. Mentor
CONTACT PERSON	Ms D. Mokwena	TELEPHONE NUMBER	053 830 830 8384
TELEPHONE NUMBER	053 830 8203	FACSIMILE NUMBER	053 831 4257
FACSIMILE NUMBER	**053-8314257**	E-MAIL ADDRESS	lmentor@ncpg.gov.za
E-MAIL ADDRESS	dmokwena@ncpg.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

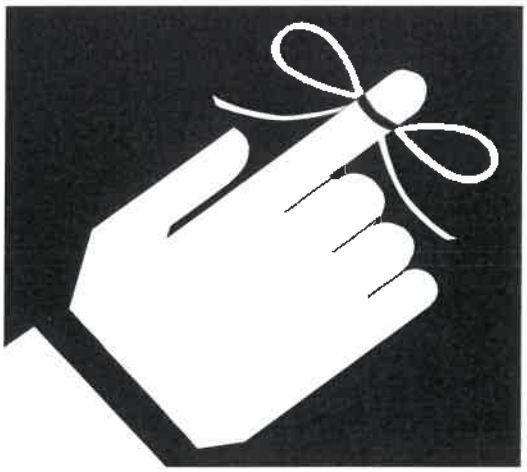
1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
1.3.	**BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (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.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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.

IMPORTANT NOTICE

NOTE 1



A COMPULSORY VIRTUAL BRIEFING SESSION WILL BE HELD ON:

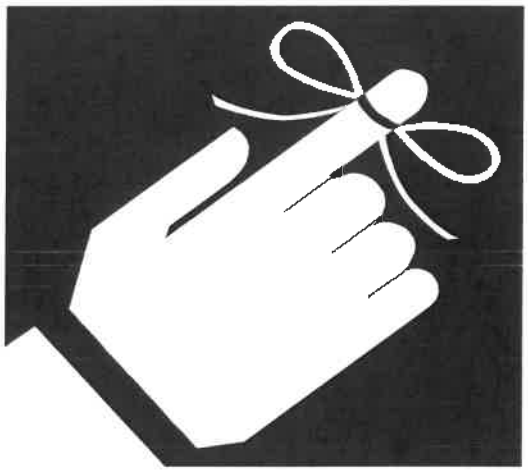
VENUE:	2nd floor Boardroom Metlife Towers Cnr Knight and Stead Street Kimberley
DATE:	23 February 2021
CONTACT PERSON:	Ms. D. Mokwena
PHONE NO:	053-830 8203

NOTE: All prospective bidders must make advance bookings between the 15th -17th of February by sending an email to dmokwena@ncpg.gov.za. Booking of slots is COMPULSORY as it gives prospective bidders access to the COMPULSORY briefing session. Failure to make timeous booking will result in the prospective bidders being denied access to the virtual compulsory briefing session, which will lead to DISQUALIFICATION from continuing in the bidding process.

****

IMPORTANT NOTICE

NOTE 2



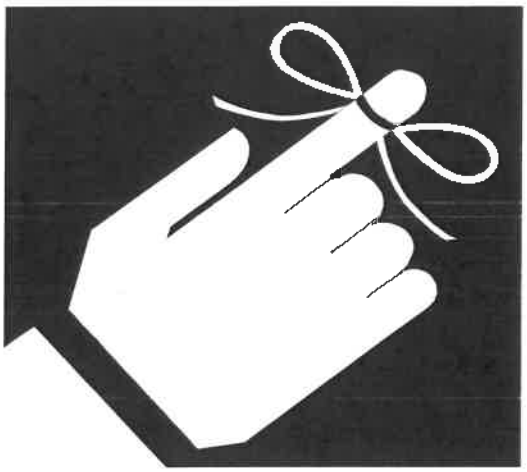
PLEASE NOTE THAT THIS BID CLOSES ON THE 05 MARCH 2021 @ 11:00
AT
THE OFFICE OF PROVINCIAL SUPPLY CHAIN MANAGEMENT, CORNER KNIGHT AND STEAD STREET, POST OFFICE BUILDING.
(METLIFE TOWERS, KIMBERLEY)

TAKE NOTE - BIDDERS WHO WISH TO MAKE USE OF SPEED SERVICES MUST MARK DELIVERY "TO COUNTER" AND NOT "TO PRIVATE BAG/BOX" ON THE STICKER. BIDDERS MUST ALSO CONTACT THE OFFICE, STATING THEIR TRACKING NUMBER OF THE BID DOCUMENT.
(See cover page for street address)

BID DOCUMENTS DEPOSITED ANYWHERE ELSE WILL BE REGARED AND TREATED AS LATE BID

IMPORTANT NOTICE

NOTE 3



PLEASE NOTE THE FOLLOWING: WITH REFERENCE TO THE ATTACHED NCP 4:

1. Should You Be Involved In A Joint Venture, **Both Parties Must Fully Declare Interest** And Complete NCP 4.

2. Please Ensure That You Are Aware Of All Interested Persons Who Should Declare Interest.

3. This Request Is Made For The Sake Of Transparency And The Timeous Conclusion Of Bids

****
****

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], 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[2]): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

[1]"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....
Name of state institution at which you or the person connected to the bidder is employed : .....
Position occupied in the state institution: .....

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

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

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

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

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

.....
.....

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

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

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

2.9.1 If so, furnish particulars.
.....
.....

.....

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

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

4 DECLARATION

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

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

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

2. DEFINITIONS

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

(b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

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

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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		NO	

7.1.1 If yes, indicate:

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

YES		NO	

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

Designated Group: An EME or QSE which is at last 51% owned by:	**EME** √	**QSE** √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

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	..... SIGNATURE(S) OF BIDDERS(S)
1.	DATE: .....
2.	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) **Northern Cape Provincial Treasury** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number : **NCPT/05/2020** 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;
   - Tax clearance certificate;
   - 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 2011;
   - 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 .....

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

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

SBD 9

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[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

RSA.

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (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.