



TENDER NO: DID04/05/2024

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISIONING, ENGINEERING,
DEVELOPMENT, MAINTENANCE & SUPPORT OF AN ELECTRONIC BID MANAGEMENT
SYSTEM FOR A PERIOD OF 36 MONTHS**

ISSUED BY:

Department of Infrastructure Development
Chief Directorate Maintenance
Private Bag X 83
Marshalltown
2107

MAY 2024

NAME OF TENDERING ENTITY:

INVITATION TO TENDER

Tender Description:	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISIONING, ENGINEERING, DEVELOPMENT, MAINTENANCE & SUPPORT OF AN ELECTRONIC BID MANAGEMENT SYSTEM FOR A PERIOD OF 36 MONTHS	
Tender Number:	DID04/05/2024	
Tender Documents available from: 31 May 2024	Tender documents can be downloaded from: E-Tender portal on the below link: http://e-tenders.treasury.gov.za http://e-tenders.gauteng.gov.za	
Tender Validity:	180 calendar days	
Address for Submission of Tenders:	Department of Infrastructure Development (GDID Tender Box) Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown Johannesburg	
Compulsory Pre-bid Meeting / Site Meeting:	MEETING ADDRESS: Lower ground Auditorium Department of Infrastructure Development Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown, Johannesburg	
	DATE OF MEETING:	11 June 2024
	TIME:	10:00 am
	N/B: The representative attending the compulsory site briefing may only attend on behalf of one bidding enterprise and/or Joint Venture/Consortium/Trust	
Evaluation Steps:	1) Mandatory Compliance Requirements 2) Other Administrative Requirements 3) Functionality Evaluation 4) Specific Goals	

Mandatory Compliance Requirements	Failure to submit / meet or comply with the following requirements outlined in <u>Section 4.1</u> automatically constitutes disqualification of tender offer.
Other Administrative Requirements	The returnable documents applicable to <u>Section 4.2</u> of the Terms of reference must be fully completed and submitted.
Functionality Evaluation	Functionality evaluation will be conducted in accordance with <u>Section 4.3</u> of the Terms of Reference.
Enquiries Technical:	Project Manager: Moagi Motshoane Email Address: Moagi.motshoane@ gauteng.gov.za
Enquiries General:	SCM: Tsundzuka Mahumani Email Address: Tsundzuka.mahumani@gauteng.gov.za
Last date for accepting enquiries:	3 days before closing date
<u>Note to Tenderers:</u> All successful service provider will be subject to signing Service Level Agreement (SLA) and standard Rates as prescribed by the department and the Preferential Procurement Policy Framework Act no 5 of 2000 and its Regulations of 2022.	

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GAUTENG DEPARTMENT OF INFRASTRUCTURE)

BID NUMBER:	DID04/05/2024	CLOSING DATE:	01 JULY 2024	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISIONING, ENGINEERING, DEVELOPMENT, MAINTENANCE & SUPPORT OF AN ELECTRONIC BID MANAGEMENT SYSTEM FOR A PERIOD OF 36 MONTHS				

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

Corner House Building

63 Commissioner Street

Johannesburg

2001

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

1.1.1.1 <u>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</u>	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	1.1.1.2 <u>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</u>	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
1.1.1.3 <u>SIGNATURE OF BIDDER</u>		1.1.1.4 <u>DATE</u>	
1.1.1.5 <u>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</u>			
1.1.1.6 <u>TOTAL NUMBER OF ITEMS OFFERED</u>		1.1.1.7 <u>TOTAL BID PRICE (ALL INCLUSIVE)</u>	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Department of Infrastructure Development	CONTACT PERSON	Moagi Motshoane
CONTACT PERSON	Tsundzuka Mahumani	TELEPHONE NUMBER	N/A
TELEPHONE NUMBER	N/A	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	
E-MAIL ADDRESS	Tsundzuka.mahumani@gauteng.gov.za	Moagi.motshoane@gauteng.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. ORIGINAL 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, 2022, 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 PINS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL 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?

3.3. ☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

3.5. 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.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point system is applicable to invitations to tender:

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

1.2 To be completed by the organ of state

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points

for specific goals are not claimed.

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

3. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
A company that is at least 51% owned by black people	2 Points	
A company that is at least 100% owned by black women	4 Points	
A company that is at least 100% owned by youth	4 Points	
A company that is at least 51% owned by Military Veterans	4 Point	

A company that is at least 51% owned by people with disability	3 Points	
Companies situated in a Township or Under – Developed Areas with the Business Address based in Gauteng.	3 Points	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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

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

1.1.2 Specific Goals

The enterprises are scored out of a maximum of 20 points for socio-economic goals.

HDI TARGETED GROUPS – AT LEAST 51% BLACK OWNERSHIP AS FOLLOWS:	POINTS ALLOCATION
TOWNSHIPS, RURAL OR UNDERDEVELOPED AREAS: The address on CIPC company registration documents will be utilized to determine the allocation of points, no points will be allocated if the company is not registered under the township, Rural or Underdeveloped area	3 Points
WOMEN: (Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided)	2 Points
YOUTH: Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided	5 Points
PEOPLE WITH DISABILITY (PwD): Provide a confirmation letter / certificate from medical practitioner, no points will be allocated if no confirmation letter or certificate from medical practitioner stating the permanent disability for the owner/ director / member shareholder of the company	5 Points
MILITARY VETERANS: Provide a confirmation letter with a force number from department of military veterans, no points will be allocated if no confirmation letter or certificate from department of military veterans stating the membership of the owner/ director / member shareholder of the company	5 Points
TOTAL HDI's POINTS	20 Points

TENDER NO: DID04/05/2024

SPECIFICATION

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISIONING,
ENGINEERING, DEVELOPMENT, MAINTENANCE & SUPPORT OF AN
ELECTRONIC BID MANAGEMENT SYSTEM FOR A PERIOD OF 36
MONTHS**

CONTENT

- 1. PROJECT PURPOSE AND BACKGROUND**
- 2. SCOPE OF WORK**
- 3. FUNCTIONALITY REQUIREMENTS OF THE SYSTEM**
- 4. DURATION AND CONDITIONS OF THE TENDER**
- 5. SITE BRIEFING**
- 6. TENDER VALIDITY PERIOD**
- 7. DURATION OF THE PROJECT**
- 8. EVALUATION PHASES**
 - 8.1 MANDATORY BID REQUIREMENTS**
 - 8.2 OTHER ADMINISTRATIVE COMPLIANCE**
 - 8.3 FUNCTIONALITY /DESKTOP EVALUATION**
 - 8.4 PRICE AND SPECIFIC GOALS**

1. PROJECT PURPOSE AND BACKGROUND

1.1. PURPOSE

The scope of the project addresses the requirements needed to implement the electronic handling of the procurement activities and awards of bids.

1.2. BACKGROUND

The Administating construction/built infrastructure related procurement processes are one of the highly regulated yet essential government functions and can often be challenging due to its complexity and cross departmental nature. Without a comprehensive electronic platform, DID have to rely on stand-alone documents and individual communications, such as, emails and hardcopy documents, to serve as the interface among various directorates/units and other stakeholders when developing a tender/bid package.

Supplier bid responses are often received in a hard copy format and again have to be manually scored and analysed by bid committee members. Such a fragmented approach presents many challenges that often result in poor quality of bid packages, lengthy bidding process due to necessary changes/amendments to compensate for mistakes and oversight, and sometimes bid protests. Additionally, the lack of coordinated and readily retrievable information throughout the process has been an overwhelming burden to procurement officials and relevant stakeholders, especially as the quantity and scope of bid increase within the department.

2. SCOPE OF WORK

Scope	Description
1. Demand Management (Procurement Planning)	Manage demand plans with demand requirements that will support strategic and operational plans. Manage procurement plans approved and linked allocated funds. Conduct various analysis (e.g. needs, financial, historical usage, expenditure, price, commodity, market) for better operational planning and budget alignment to address the business needs
2. Bidder Registration	Provide suppliers with the ability to register as bidders and have Ability to load and store their documents
3. Compliance Verification/ Vetting	Solution must allow for vetting requested of registered bidders to verification agencies whether they comply to stipulated bidder prerequisites (e.g. CSD registration, SARS registration, etc.)
4. Bid Specification	Develop and manage the sourcing strategy to fulfil the identified need
5. Probity Auditing	Conduct probity auditing on various bidding processes including produced documents
6. Bid Advertisement	• Manage invitations to tenders or quotations. • Manage bidder responses to tenders or quotations.
7. Bid Evaluations	• Perform administrative compliance. • Evaluate received bids. • Develop Scorecard for received bids. • Allow for price negotiations were needed. • Develop bid evaluations recommendation report
8. Bid Adjudication	• Review bid specifications and terms of reference. • Review bid evaluations recommendation report. • Manage award of bid proposals

9. Contract Management	• Manage contract appointments. • Monitor contracts. • Manage performance of contracts
10. Service Request Fulfilment	• Process infrastructure procurement requisitions • Process goods and services procurement requisitions
11. Information Management	• Manage notifications related to procurement processing, etc. • Generate operational and management reports related to procurement processing, contracts, and performance etc. • Develop Visualized data through various dashboards
12. Professional Secretariat	Provide for secretariat services such as the appointment of bid committees, convening meetings, transcribe meeting minutes, manage compliance and other committee related documents, etc.
13. Bid Award	Manage the award of a tender contract, by validating the current process and flows for Procurement values Under 1mzar, and the flows for those that are above 1mzar.
14. Document Management	Manage all types of digital files within the system including document capture, editing, storage, archiving version control, history tracking,
15. Workflow Engine	Customize and manage workflows to enable business processes such as routing of documents for approval to be automated seamlessly within the system
16. Audit Trail	Record all system data transactions and changes to enable full accountability
17. Metadata Engine	The system should collect, store and analyse information about data and metadata so that it is classified, organized, labelled making it tacit for easy sorting and searching
18. User Management & Access Control	The system should be able to manage systems users, roles and profiles while providing the necessary access levels
19. System Integration	The system will be required to exchange information with various other existing systems

20. Knowledge Transfer/Training of users	Service provider is expected to provide Training to • Systems end-users • Systems administration/ application support team
21. Change Management	Perform change management to ensure all stakeholders are engaged in the process

3. FUNCTIONALITY REQUIREMENTS OF THE SYSTEM

COMPLIANCE REVIEW	
1.	The E-Procurement must be delivered on a web based, mobile and other platforms that Enable suppliers to Engage the Department and do submissions online.
2.	The system should include a total of 3 portals: Supplier Portal, Internal Staff Portal & Auditors Portal
USER INTERFACE	
3.	Ability for users to subscribe and unsubscribe to contextual notifications based on system based events (e.g. publication of a procurement plan, approvals, rejection letters, etc) related to their preferences of their workspace.
4.	The proposed solution should able to support online submissions
5.	The proposed Electronic Procurement must be able support an ongoing and consistent approach to the procurement process the organization
6.	The successful solution must enable users to enter a web portal to have visibility into all published tenders, requests for goods and services as well as other related opportunities.
7.	This platform should allow clients to upload information in various formats including Documents (pdf, docx, doc, xls, csv, etc).
8.	The proposed solution must feature event calendars, document libraries for consolidating and sharing information amongst internal staff members.
9.	In addition to traditional web and tablet capabilities, the solution should have capability of using kiosks and interactive workshops presented as live meetings.
TOOLS	
10.	Enhance online tools to improve functionality and user experience that supports a wide processes and workflows.

11. Ensure that all tools meet local government standards for data storage and privacy.
12. Ensure all tools have a base level of functionality to serve a range of 'typical' process needs.
13. Ensure that the supplier portal and the public bid register / results are easily accessible by a diverse range of users.
14. Provides tools for support in addition to: • Help Desk Support, • Calendar, • Inbox, • Workspace Management • How To Videos.
15. Is the application web-based? If web-based, describe how the application is browser and device agnostic.
16. The solution should have search functionality that is available to the public/admin users. Elaborate on how your solution will achieve this.
INTERNAL AND EXTERNAL SYSTEMS
17. The E-Procurement is only a front end solution to the suppliers This platform must interface with or integrate to a number of back office solutions that will be managing the core functions of SCM.
18. Notifications - The notifications module must cater for email, SMS, What's App, Telegram or whatever is possible. Format notifications. The solution should allow for suppliers to opt to receive information/notifications from on the status changes of their tender submissions.
19. The platform must enable the sending of notifications to users who had previously captured information on E-Procurement and have selected to receive information
20. Audit Trail - All data submissions or data changes activities on the E-Procurement must be recorded on the E-Procurement database with a date and timestamp and all the relevant reference data for input into the Business Intelligence Tool/Dashboard and most importantly for audit purposes.
21. Tender Board - The E-Procurement must allow for BSC members to advertise requests on the platform. The Tender Board must have functionality to identify tenders and eventually bid for the published projects.
22. Frequently Asked Questions - The E-Procurement must have Chatbot functionality to engage with the in addressing or responding to issues in real time. For issues that cannot be addressed by the Chatbot, an email must be routed to the correct recipient with a date and timestamp.

23. System Administrator Module – The E-Procurement must enable user access management – ability to create user profiles and grant access to the different modules of the solutions based on the user profiles
24. System Administrator Module - Configuration of the different users/internal staff/departments/committees/system logs /module activation and integrations etc.
PROCUREMENT PLANS
25. Access to the register must be controlled through user access levels with view, edit and authorization rights
26. Must allow for the saving of scanned procurement plans (in the pdf format) directly from the application to a shared documents folder
27. Must allow for printing of procurement plans and export to Microsoft Word and pdf formats
28. Procurement plan numbers must be unique and auto generated per plan per year by the application. Must allow for the generation of procurement plans and schedule of procurement plans in the prescribed format for submission to National Treasury
29. Must link procurement plans to the approved budget of the Department
30. Must allow for capturing of data in the National Treasury prescribed format for the Procurement Plans and must as a minimum contain the following data fields.
31. Must allow for reporting on actual performance and comparison to planned timelines and must contain the following data field to achieve this requirement: a. Advert date b. Advert closing date c. Award date d. Handover date e. Completion date
32. Must allow for capturing of data in the National Treasury prescribed format for the Procurement Plan and must as a minimum contain the following data fields: a. Procurement statement b. Estimated Cost c. Supplier / Service provider selection d. Procurement definition e. Selection process and criteria f. Project procurement team g. Contract type h. Conditions of contract i. Service provider / supplier management j. Links to related planning documents
33. Must link the Procurement Plan to the Bid register

34. Must have an audit log for all events occurring within the procurement plan (create, edit, delete, adjustments, approvals & rejections)
REQUISITION FOR GOODS AND SERVICES
35. Access to the register must be controlled through user access levels with view, edit and authorization rights
36. Must allow for the saving and viewing of the following documents directly from and to the application to a file server. a. Request advert b. Request document c. CSD supplier search d. Cancelled requests e. Non-compliance memo f. Opening of request documents register g. Request documents received from suppliers h. Request document evaluation report
37. Must be able to deal with different request types, such as: a. Request for information b. Request for proposals c. Request for quotations
38. Request types should adhere to the SCM policy and requirements of the Department, making provision for the following: a. Amount of responses required b. Advert days required c. Strict adherence to SCM minimum qualifying requirements as per legislation d. Template documents per the format of the Department for adverts request documents and evaluation reports
39. Must be able to link to the Bid register in order to facilitate the two-staged bidding processes as prescribed by legislation
40. The following documents must be automatically generated by the application: a. Adverts b. Request documents c. Sale of request documents register d. Opening of request documents register e. Evaluation reports
41. Must allow for the capturing of all request responses received

42. Must allow for the viewing of the following supplier information on the request register as a minimum in order to assist with the evaluation process: a. VAT b. Tax clearance c. CSD d. Declaration of interest e. BBBEE f. BBBEE status
43. Must allow for the running of the evaluation process on the application and the automated ranking of preferred suppliers.
44. Must allow for the selection and capturing of commodities applicable to the request o) Must allow for the capturing of functionality criteria per request.
45. Must allow for the capturing of standard functionality criteria for the auto population functionality criteria per request.
46. Must have an audit log for all events occurring within the purchase requisition (create, edit, delete, adjustments, approvals & rejections)
47. Must allow for the upload of request adverts and documents to the municipal website and eTender portal directly from the utility
48. Must allow for the emailing of adverts to the newspaper directly from the utility when a RFP/tender is published
49. Must allow for the emailing of request adverts and documents directly to suppliers t) Must allow for the selection of suppliers based on applicable commodities
BID SPECIFICATION COMMITTEE
50. RBA (Role Based Access) Authentication 51. Must allow the creation of a digital meeting 52. Create / Add and update meeting Agenda 53. Add agenda items / projects (link to bid register) 54. Start, Stop, Pause and Close BEC meeting 55. Upload annexures and all supporting documentation 56. Send Digital Meeting Invitations (Calendar Compatible) 57. Capturing of the Resolution 58. Capturing of Meeting Minutes 59. Capturing of Meeting Resolution

60. Must allow for the saving and viewing of scanned agendas, minutes, attendance registers, item supporting documents and the bid compliance checklist (in the pdf format) directly from the application to a shared documents folder
61. Must allow for printing of documents and export to Microsoft Word, Excel & PDF formats Meeting numbers must be unique and auto generated per meeting per year by the application
SUPPLIER REGISTER
62. Allow suppliers to access a public portal to register
63. Suppliers should be allowed to capture all registration details (personal and company)
64. Platform can be used in an authenticated or anonymous (to view the public dashboard)
65. Does the solution comply with all Privacy legislation applicable to the data under consideration? • Personal Information Protection Act, • Personal Information Protection and Electronic Documents Act • Freedom of Information and Protection of Privacy Act
SUPPLIER PORTAL / BIDDING
66. Allow for registration profile management (update/delete) etc
67. View and manage My tenders (Open, Closed, Pending, etc)
68. The bidding files for a project should all be digitized for the supplier to fill online
69. Provides tools for support in addition to: • Help Desk Support, • Calendar, • Inbox, • Workspace Management • How To Videos.
70. Ability to Bid online for available projects with the following details a. Personal details b. Uploaded documents c. Digitised Bid Files
71. Supplier must have a dedicated file manager to upload and manage files
BID REGISTER
72. Access to the register must be controlled through user access levels with view, edit and authorization rights
73. Must allow for the setup of customisable types of bids such as:

a. Orders b. Quotations c. Bids d. Phase 1 to Deliver up to 1 Mzar e. Phase 2 to Deliver beyond 1 Mzar
74. Must allow for the setup of bids according to customisable bid types such as: a. Consulting engineering services b. General goods and services – firm price c. General goods and services – non firm price d. General goods and services – rates only e. Infrastructure delivery
75. Must allow for the setup of customisable procurement ranges in terms of the Department's approved SCM Policy
76. Procurement ranges must as a minimum provide for the following: a. Setup of number of bids required b. Setup of number of days to advertise c. Setup of SCM route to follow (Quotation or bid) d. Linkage to the type of bid e. Template documents per the format of the Department and per bid type for adverts, bid documents, bid evaluation reports and appointment letters
77. On adding new bids on the register, the application must direct and guide the user in the process to ensure adherence to all applicable municipal financial legislation.
78. The application must enforce minimum requirements for the approval of a new bid
79. The following documents must be automatically generated by the application: a. Adverts b. Bid documents c. Sale of bid documents register d. Site briefing attendance register e. Opening of bid documents register f. Evaluation reports g. Appointment letters h. Bid functionality scoresheets i. Bid contract forms (MBD7) j. PAJA Regret letters
80. Bid documents generated by the system must be in the format prescribed by National Treasury and contain all relevant MBD forms
81. Must allow for the capturing of all bids received
82. Must allow for the viewing of the following supplier information on the order register as a minimum in order to assist with the evaluation process: a. VAT registration no b. Tax clearance expiry date c. CSD registration no

d. Declaration of interest and expiry date e. BBBEE registration and expiry date f. BBBEE status level of contributor
83. Must allow for the viewing (in the pdf format) of the following documents directly from the application: a. Supplier database a. Declaration of interest b. Tax clearance certificate c. CSD registration document d. CIDB registration e. BBBEE status level certificate
84. Must allow for the selection and capturing of commodities applicable to the bid
85. Must allow for the capturing of functionality criteria per bid w) Must allow for the capturing of standard functionality criteria for the auto population functionality criteria per bid
86. Must allow for the capturing of a unique bid document checklist per bid to be populated from a standard list
87. Must allow for the capturing of unique special conditions of bid per bid to be populated from a standard list
88. Must allow for the capturing of a pricing schedule and bill of quantities per bid
89. Must allow for the automated running of the evaluation process on the application and the ranking of preferred suppliers as follows: a. Checking of suppliers and ensuring CSD registration, valid tax clearance, declaration of interest, supplier database registration and BBBEE registration and expiry date b. Ensuring minimum number of bids received c. Ensuring minimum functionality score received d. Checking on adherence to pre-qualifying criteria, local production criteria and subcontracting criteria (if selected) e. Calculating points in terms of price and BBBEE status level f. Ranking in terms of calculated points and indicating preferred bidder
BID EVALUATION COMMITTEE (BEC)
90. RBA (Role Based Access) Authentication
91. Must allow the creation of a digital meeting
92. Create / Add and update meeting Agenda
93. Add agenda items / projects (link to bid register)
94. Start, Stop, Pause and Close BEC meeting
95. Upload annexures and all supporting documentation
96. Send Digital Meeting Invitations (Calendar Compatible)

97. Capturing of the Resolution
98. Capturing of Meeting Minutes
99. Capturing of Meeting Resolution
100. Must allow for the saving and viewing of scanned agendas, minutes, attendance registers, item supporting documents and the bid compliance checklist (in the pdf format) directly from the application to a shared documents folder
101. Must allow for printing of documents and export to Microsoft Word, Excel & PDF formats Meeting numbers must be unique and auto generated per meeting per year by the application
102. Approve Agenda, Minutes and Resolution
BID ADJUDICATION COMMITTEE (BAC)
103. RBA (Role Based Access) Authentication
104. Must allow the creation of a digital meeting
105. Retrieve previous BEC Meeting Items
106. Add agenda items / projects (link to bid register)
107. Start, Stop, Pause and Close BEC meeting
108. Upload annexures and all supporting documentation
109. Send Digital Meeting Invitations (Calendar Compatible)
110. Capturing of the Resolution
111. Capturing of Meeting Minutes
112. Capturing of Meeting Resolution
113. Must allow for the saving and viewing of scanned agendas, minutes, attendance registers, item supporting documents and the bid compliance checklist (in the pdf format) directly from the application to a shared documents folder
114. Must allow for printing of documents and export to Microsoft Word, Excel & PDF formats Meeting numbers must be unique and auto generated per meeting per year by the application
115. Approve Agenda, Minutes and Resolution
INTERNAL AUDIT
116. RBA (Role Based Access) Authentication

117.	Must allow the auditor to view all approved and rejected digital meetings
118.	Retrieve previous BSC Meeting Items
119.	Retrieve previous BEC Meeting Items
120.	Retrieve previous BAC Meeting Items
121.	View, Approve and Reject BAC Recommendations
122.	Approve or Recommend a Supplier to award, View Bid Audit trail (from Procurement plan, Purchase Requisition, BSC, BEC & BAC)
123.	Upload annexures and all supporting documentation
124.	Capturing of the Resolution
125.	Capturing of Notes relating to bid
126.	Capturing of Resolution relating to bid
127.	Must allow for the saving and viewing of scanned agendas, minutes, attendance registers, item supporting documents and the bid compliance checklist (in the pdf format) directly from the application to a shared documents folder
128.	Must allow for printing of documents and export to Microsoft Word, Excel & PDF formats Meeting numbers must be unique and auto generated per meeting per year by the application
129.	Approve BAC Agenda, Minutes and Resolution
130.	Send Audit Report to Municipal Manager
AWARDING PROCESS	
131.	RBA (Role Based Access) Authentication
132.	Must allow the AO & SCM to view all approved and rejected digital meetings reports
133.	Retrieve previous Internal Auditor Report and Recommendations
134.	Send Letter of Intent
135.	Upload Requested documents on behalf of supplier
136.	Send award letter
137.	Send automated PAJA rejection/regret letters
138.	Capturing of Notes relating to award
139.	Capturing of Resolution relating to award

140. Must allow for the saving and viewing of scanned agendas, minutes, attendance registers, item supporting documents and the bid compliance checklist (in the pdf format) directly from the application to a shared documents folder
141. Must allow for printing of documents and export to Microsoft Word, Excel & PDF formats
Meeting numbers must be unique and auto generated per meeting per year by the application

4. DURATION AND CONDITIONS OF THE TENDER

4.1 Duration:

- (a) The duration of the contract will be for three (3) years commencing from the date determined by DID.
- (b) The successful tenderer shall be required to sign a Service Level Agreement (SLA) immediately after the tender is awarded.

5. SITE BRIEFING

The Site briefing is compulsory.

6. TENDER VALIDITY PERIOD

Tender validity period is 180 calendar days.

7. DURATION OF THE PROJECT

- (a) This panel of service providers will be for a period of three (3) years after appointment.
- (b) The Department reserves its discretionary right to award a tender.

8. EVALUATION PHASES

The evaluation of the bids will be conducted in line with the Preferential Procurement Regulations of 2022 as issued in terms of section 5 of the Preferential Procurement Policy Framework Act number 5 of 2000 (PPPFA) as follows:

- 1. Mandatory Compliance**
- 2. Other Administrative Requirements**
- 3. Functionality /Desktop Evaluation**
- 4. System Demonstration**

5. Price and Specific Goals

8.1 Mandatory Compliance

Each bidder will be evaluated by a Bid Evaluation Committee based on compliance with requirements and submission of required documents as indicated in the table below.

Certified copies should not be older than six (6) months at date of submission as articulated in the Justices of the Peace and Commissioners of Oath Act 16 of 1963. Failure to comply with mandatory requirements will lead to disqualification.

Mandatory Documents required	Comply	Do not comply	Comments
Submission of fully completed and signed invitation to tender (SBD 1)			
Submission of fully completed and signed Pricing Schedule (SBD 3.1)			
Submission of fully completed and signed Disclosure (SBD 4)			
Submission of fully completed and signed Preference Points claim (SBD 6.1)			
Bidder to submit Proof of Partnership/ membership with Oracle			
Joint Venture Agreement (signed by all parties) in case of Joint Venture/ Consortiums also percentage split of the parties involved.			
Bidders are to attend Compulsory Site Briefing Session and sign the attendance register. N.B. Failure to attend Briefing Session will constitute automatic disqualification			

8.2 Other Administrative Requirements

Other administrative requirements applicable to this procurement	Comply	Do not comply	Comments
Copies of the Founding Statement – CK1 and in the case of a Joint Venture/Consortia/Trust documents of each party to the Joint Venture/ Consortia/Trust should be submitted.			
Certificate of Incorporation – CM1 and in the case of a Joint Venture/Consortia/Trust documents of each party to the Joint Venture/ Consortia/Trust should be submitted.			

Copy of the Identity Document of owners and in the case of a Joint Venture/Consortia/Trust documents of each party to the Joint Venture/ Consortia/Trust should be submitted.			
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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			
Registration with Central Supplier Database (CSD)/ MAAA number			
B-BBEE Status Level Verification Certificate must be valid and issued by an accredited SANAS Agency			
Sworn Affidavits submitted by bidders in support of their B-BBEE level must be valid, attested to by a Commissioner of Oaths and comply with the Department of Trade, Industry and Competition (DTIC) format which can be found on the CIPC and / or the DTIC website			
Submission of fully completed and signed Preference Points claim form (SBD 6.1)			

8.3 Functionality /Desktop Evaluation

Functionality:	
Functionality total points:	100
Minimum points that should be achieved to be found responsive	70

Main Functionality Criteria	Sub-Criteria	Points Allocation for Sub-Criteria	Maximum Points:
COMPANY EXPERIENCE			15 Points
Bidders must demonstrate: 1. Proven capacity and capability in Workflow Management Platform Implementations	The bidder has no experience, or no information has been provided	0 Points	
	The bidder has completed one (1) Workflow Management System Implementation.	5 Points	

Main Functionality Criteria	Sub-Criteria	Points Allocation for Sub-Criteria	Maximum Points:
	Bidder to provide at least one (1) appointment letter in client's letterhead with contactable references/ Contract with corresponding Reference letters/ Completion Certificate in client's letterhead with contactable references		
	The bidder has completed two (2) Workflow Management System Implementations. Bidder to provide at least two (2) appointment letters in client's letterhead with contactable references/ Contract with corresponding Reference letters/ Completion Certificate in client's letterhead with contactable references	10 Points	
	The bidder has completed three (3) Workflow Management System Implementations. Bidder to provide three (3) or more appointment letters in client's letterhead with contactable references/ Contract with corresponding Reference letters/ Completion Certificate in client's letterhead with contactable references	15 Points	
KEY STAFF EXPERIENCE AND QUALIFICATIONS			45 Points
Bidders to provide CVs, qualifications and relevant certificates of key staff that will implement the solution			
DESCRIPTION/ TITLE	QUALIFICATIONS AND EXPERIENCE		
Project Manager with IT Qualifications and Experience	Qualifications NQF Level 6 (ICT / Electrical/Electronic Engineering) and Project Management = 5 points	15 Points	

Main Functionality Criteria	Sub-Criteria	Points Allocation for Sub-Criteria	Maximum Points:
	Experience - Less than 5 years' experience = 0 points - At least 5 years up to less than 6 years= 3 point - At least 6 up to less than 10 years ICT PM = 6 points - At least 10 and more years ICT PM = 10 points		
Snr Integration Engineer / Technical Lead	Qualifications NQF Level 6 (ICT / Electrical/Electronic Engineering) and Systems Analysis/Programming/Architecture Qualifications = 3 points Experience - Less than 5 years' experience = 0 points - At least 5 years up to less than 6 years system implementation experience in SCM related system = 3 Point - At least 6 or more years system implementation experience in SCM related system = 7 Point	10 Points	
Software Engineer / Developer	Qualification NQF Level 6 (ICT / Electrical/Electronic Engineering) / Systems Analysis/Programming Qualifications = 3 points	10 Points	

Main Functionality Criteria	Sub-Criteria	Points Allocation for Sub-Criteria	Maximum Points:
	Experience - Less than 3 years' experience = 0 points - At least 3 years up to less than 4 years system implementation experience in SCM related system = 3 Point - At least 4 or more years System implementation experience in Digital Systems in SCM related system = 7 Point		
Senior Specialist – SCM	Qualifications NQF Level 6 (Supply chain management Qualifications = 3 points Experience - Less than 5 years' experience = 0 points - At least 3 years' up to less than 5 years' experience in SCM related system = 3 Point - More than 5 years' experience in SCM = 7 Point	10 Points	
METHODOLOGY AND PROJECT PLAN			40 Points
Demonstrate approach and methodology of project implementation to be applied on this project			
Project Methodology and Approach	The bidder must provide a comprehensive and detailed project management methodology and project delivery framework/approach including the following:	15 Points	

Main Functionality Criteria	Sub-Criteria	Points Allocation for Sub-Criteria	Maximum Points:
	i. Change management plan, ii. Skills Transfer/Training plan - No methodology = 0 points - Methodology and how the bidder will manage the skills transfer or change management = 7 - Methodology, how the bidder will manage the skills transfer and change management = 15		
Project Plan	The Bidder must provide a detailed Project Plan with phases and activities, clear timelines and deliverables, including resource allocation on how the project will be executed. - No project plan = 0 - Project Plan with phases and activities = 5 - Project Plan with phases and activities, clear timelines and deliverables = 10 - Project Plan with phases and activities, clear timelines and deliverables, including resource allocation = 25	25 Points	
MAXIMUM POINTS THAT CAN BE ACHIEVED FOR FUNCTIONALITY /DESKTOP EVALUATION			100 Points
MINIMUM THRESHOLD POINTS REQUIRED FOR FURTHER EVALUATION			70 Points

8.4 System Demonstration

Demonstration:	
System Demonstration total points:	100
Minimum points that should be achieved to be found responsive	80

Main Demonstration Area	Sub-Criteria	Points Allocation for Sub-Criteria	Maximum Points:
SYSTEM DEMONSTRATION			100 POINTS
A system demo must be requested where a prototype will be presented. - A total of 100 points is allocated for system demonstration. - This information will be used for evaluation before the price and preference point system evaluation. - Only bidders that meet and exceed the minimum threshold on functionality will be invited for the system demonstration. The location, date, time, and duration of such demonstration will be communicated with the bidders who qualified to system demonstration. The minimum threshold for this part of the evaluation is 80 points; any bidder who fails to meet this minimum requirement shall be deemed non-responsive and eliminated from any further evaluation.			
- Proof of Concept development based on the solution functionality as per the 9 areas of development scope. - Service providers will be required to leave an electronic copy of the system demonstration on the day of the system demonstration. - The bidder can refer to the functionality requirements of the system and focus the demonstration on the below requirement:			
1. Automation request for solution functionality	- User Interface portal (5) - Supplier portal (5) - Auditor portal (5)	15 Points	
2. Automation request for integration with other system	- This platform must interface with or integrate to a number of back-office solutions that will be managing the core functions of SCM. (2) - Notifications - The notifications module must cater for email, SMS, What's App, Telegram or whatever is possible. Format notifications. The solution should allow for	10 Points	

Main Demonstration Area	Sub-Criteria	Points Allocation for Sub-Criteria	Maximum Points:
	suppliers to opt to receive information/notifications from on the status changes of their tender submissions. (2) - Audit Trail - All data submissions or data changes activities on the E-Procurement must be recorded on the E-Procurement database with a date and timestamp and all the relevant reference data for input into the Business Intelligence Tool/Dashboard and most importantly for audit purposes. (2) - Tender Board - The system must allow for BSC members to advertise requests on the platform. The Tender Board must have functionality to identify tenders and eventually bid for the published projects. (2) - Frequently Asked Questions - The E-Procurement must have Chatbot functionality to engage with the in addressing or responding to issues in real time. For issues that cannot be addressed by the Chatbot, an email must be routed to the correct recipient with a date and timestamp. (2)		
3. Tools	- Enhance online tools to improve functionality and user experience that supports a wide processes and workflows (2) - Ensure that the supplier portal and the public bid register / results are easily accessible by a diverse range of users. (2) - Provides tools for support in addition to: Help Desk Support, Calendar, Inbox, Workspace Management, How to Videos. (2) - The solution should have search functionality that is	10 Points	

Main Demonstration Area	Sub-Criteria	Points Allocation for Sub-Criteria	Maximum Points:
	available to the public/admin users. Elaborate on how your solution will achieve this. (2) Ensure all tools have a base level of functionality to serve a range of 'typical' process needs. (2)		
4. Demand Management and Procurement Plans	- Must allow for the saving of scanned procurement plans (in the pdf format) directly from the application to a shared documents folder (2) - Procurement plan numbers must be unique and auto generated per plan per year by the application. Must allow for the generation of procurement plans and schedule of procurement plans in the prescribed format for submission to National Treasury (2) - Must link procurement plans to the approved budget of the Department (2) - Must allow for reporting on actual performance and comparison to planned timelines and must contain the following data field to achieve this requirement : - Advert date, Advert closing date, Award date, Handover date, Completion date (2) - Must allow for capturing of data in the National Treasury prescribed format for the Procurement Plan and must contain the following data fields: - Procurement statement, Estimated Cost, Supplier / Service provider selection, Procurement definition, Selection process and criteria, Project procurement team,	15 Points	

Main Demonstration Area	Sub-Criteria	Points Allocation for Sub-Criteria	Maximum Points:
	Contract type, Conditions of contract, Service provider / supplier management, Links to related planning documents (5) Must have an audit log for all events occurring within the procurement plan (create, edit, delete, adjustments, approvals & rejections) (2)		
5. Requisition of Goods and Services	- Must allow for the saving and viewing of the following documents directly from and to the application: - Request advert, Request document, CSD supplier search, cancelled requests, Non-compliance memo, Opening of request documents register, Request documents received from suppliers, Request document evaluation report (5) - Must be able to deal with different request types, such as: - Request for information - Request for proposals - Request for quotations (5) - The following documents must be automatically generated by the application: - Adverts - Request documents - Sale of request documents register - Opening of request documents register - Evaluation reports (5)	15 Points	

Main Demonstration Area	Sub-Criteria	Points Allocation for Sub-Criteria	Maximum Points:
6. Bid Specifications	- Must provide a platform to creation and hold digital meetings (5) - Ability for members to create bid specifications, saving and viewing of scanned agendas, minutes, attendance registers, item supporting documents and the bid compliance checklist (in the pdf format) directly from the application to a shared documents folder (5)	10 Points	
7. Bid Evaluations	- Must provide a platform to creation and hold digital meetings (5) - Ability to read scanned document (2) - Provide a platform for each member to have a separate evaluation/scoring sheet generated from the evaluation criteria. (3) - Abilities to read and auto-evaluate mandatory requirements (5)	15 Points	
8. Bid Adjudication	- Provide platform for presentation of the specification and evaluation results (2) - Capture adjudication resolutions (3)	5 Points	
MAXIMUM POINTS THAT CAN BE ACHIEVED FOR SYSTEM DEMONSTRATION EVALUATION			100 Points
MINIMUM THRESHOLD POINTS REQUIRED FOR FURTHER EVALUATION			80 Points

8 Pricing Schedule

Development Costs			
	Project Management	R	R
	Process Mapping	R	R
	Project Execution	R	R
	Data Migration	R	R
	System Integration	R	R
	UAT Support	R	R

	Training	R	R
	Solution Deployment	R	R
	Post Implementation support	R	R
Support Costs			
	Year 2	R	R
	Year 3	R	R
Licensing			
	Year 1	R	R
	Year 2	R	R
	Year 3	R	R
Subscription Cost			
	Year 1	R	R
	Year 2	R	R
	Year 3	R	R
Hosting Costs			
	Year 1	R	R
	Year 2	R	R
	Year 3	R	R
		Subtotal	R
		Vat @15%	R
		Total Contract Value	R

9 Preference Points System Evaluation and Specific Goals

9.1 Preference Points System

The evaluation will be conducted in accordance with the 80/20 Preference Point System outlined in Regulation 4 of the 2022 Preferential Procurement Regulations:

PREFERENCE POINTS SYSTEM	POINTS
Price	80
Specific Goals	20

9.2 Specific Goals

The evaluation will be conducted in accordance with the following specific goal criteria:

Specific Goals	Specific Goals Supporting Evidence	Points allocation for sub-criteria	Total Points
A company that is at least 51% owned by black people	Submit the bidder's ID copy and share certificate.	2 Points	20 Points
A company that is at least 100% owned by black women	Submit the bidder's ID copy and share certificate.	4 Points	
A company that is at least 100% owned by youth	Submit the bidder's ID copy and share certificate.	4 Points	
A company that is at least 51% owned by Military Veterans	Bidder to submit the proof of membership with Military Veterans body (SANMVA), including the membership number and share certificate.	4 Points	
A company that is at least 51% owned by people with disability	Submit a signed letter from the registered doctor/ medical facility proving /confirming the bidder's disability status and share certificate.	3 Points	
Companies situated in a Township or Under-Developed Areas with the Business Address based in Gauteng.	Submit a proof of residence	3 Points	
TOTAL POINTS FOR SPECIFIC GOALS			20 Points
N.B. Bidders to submit the specific documentation as proof in support of the Specific Goals above. Failure to submit the required supporting evidence as requested, will result in the bidder forfeiting points.			

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts

15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into

between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

- 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 11.2 “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 ancillaries 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.
- 8.1 All pre-bidding testing will be for the account of the bidder.

8. Inspections,

tests and analyses

- 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 them supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from

the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

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

**21. Delays in the
supplier's
performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 212;
- (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.

General Conditions of Contract (revised February 2008)