

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NATIONAL TREASURY)					
BID NUMBER:	NT017-2022	CLOSING DATE:	30/11/2022	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE ENHANCEMENT, MAINTENANCE AND SUPPORT OF THE CENTRAL SUPPLIER DATABASE FOR OFFICE OF THE CHIEF PROCUREMENT OFFICER FOR A PERIOD OF FIVE (5) YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE FOLLOWING ADDRESS:

TENDER INFORMATION CENTRE (TIC)
DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
240 Madiba Street, Pretoria, 0001

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]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ANSWER PART B:3 BELOW]</p>
<p>SIGNATURE OF BIDDER</p>	<p>.....</p>	<p>DATE</p>	
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</p>			
<p>TOTAL NUMBER OF ITEMS OFFERED</p>		<p>TOTAL BID PRICE (ALL INCLUSIVE)</p>	
<p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p>		<p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p>	
<p>DEPARTMENT/ PUBLIC ENTITY</p>	<p>National Treasury</p>		<p>CONTACT PERSON</p>
<p>CONTACT PERSON</p>			<p>TELEPHONE NUMBER</p>
<p>TELEPHONE NUMBER</p>			<p>FACSIMILE NUMBER</p>
<p>FACSIMILE NUMBER</p>			<p>E-MAIL ADDRESS</p>
<p>E-MAIL ADDRESS</p>	<p>NTAdministrativeTenders@Treasury.gov.za</p>		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
2. TAX COMPLIANCE REQUIREMENTS								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

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



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

**NATIONAL TREASURY
REPUBLIC OF SOUTH AFRICA**

30 NOVEMBER 2022

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER FOR THE ENHANCEMENT, MAINTENANCE AND SUPPORT OF THE CENTRAL SUPPLIER DATABASE FOR OFFICE OF THE CHIEF PROCUREMENT OFFICER FOR A PERIOD OF FIVE (5) YEARS.

Terms of reference: Appointment of a service provider for the enhancement, maintenance, and support of the central supplier database for office of the chief procurement officer for a period of five years

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1. INTRODUCTION

Modernisation of government Supply Chain Management (SCM) is a journey worth traveling, along the way critical success has been accomplished. The Office of the Chief Procurement Officer (OCPO) successfully implemented Central Supplier Database (CSD) over six years ago to improve ease of doing business with government. CSD is currently utilised by over one million users that are continually increasing due to the value derived from the tool.

2. BACKGROUND INFORMATION

Implementation of government policy is challenging in many instances due to lack of relevant tools for implementation. The use of technology has been significant to ensure compliance burden on organs of state is reduced. The OCPO continue its journey towards modernised government SCM focussing mainly on government procurement. The CSD is being enhanced continually to respond to change in government policy and processes including advancement in technology.

2.1 Significance of using CSD

- 2.1.1 All supplier information is available in a single database that is accessed by various organs of state;
- 2.1.2 Implementing SCM policies and processes that are relevant to suppliers is made easy;
- 2.1.3 Duplication of effort and cost for both suppliers and government is greatly reduced as suppliers register once when doing business with the State;
- 2.1.4 Compliant suppliers experience reduction in delays associated with procurement;
- 2.1.5 Electronic verification of supplier information curb fraud;
- 2.1.6 Costs associated with compliance audit and efforts are hugely reduced; and
- 2.1.7 Administrative burden when doing business with government is minimised.

2.2 CSD Functionality

By self-registration on CSD website www.csd.gov.za, a supplier express interest to conduct business with the South African government. This single source of key supplier information for organs of state provides consolidated and verified supplier information to procuring organs of state. CSD maintains the register for tender defaulters and restricted suppliers which helps government officials to identify suppliers that are not eligible to do business with the state during procurement process. Business registration and ownership information is verified through CSD integration with Companies and Intellectual Property Commission (CIPC). The CSD verify contractor level and grading information via integration with Construction Industry Development Board (CIDB). Bank accounts of suppliers are verified via CSD integration with the National Treasury Safetyweb application. CSD is integrated with South African Revenue Service (SARS)

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for verification of overall tax status information. CSD verifies South African identification numbers with the Department of Home Affairs (DHA), directors and owners' information is also verified against government employee data for identifying state employees doing business with the state.

The CSD Web application Front End is developed using C#, JavaScript, ASP.NET and HTML 5. The Database is MS SQL 2012/2019. It has real-time interfaces using SOAP and RESTfull Web Service development, file-based interfaces in SQL Integration Services (SSIS), Application Programming Interface (API). Business Intelligence and Reporting is made possible through Power BI Desktop and SQL Reporting Services (SSRS). There is a mobile application development in angular and ionic framework. Test Case Manager is used for managing application testing. CSD uses DevOps for task management, Source/Version control and deployment management.

2.2.1 Summary of CSD Features

The CSD features listed below are self-developed CSD tools for the purpose of integration, bank verification tools, communication – upload, downloads, and batch tools.

- 2.2.1.1** User access management – managing CSD user details;
- 2.2.1.2** Organ of state support functions (password resets, security questions retrievals, viewing supplier profiles, etc);
- 2.2.1.3** Reporting functionality (supplier registration reports, usage statistics, etc);
- 2.2.1.4** Supplier registration process;
- 2.2.1.5** Supplier identification;
 - 2.2.1.5.1** Integration with Department of Home Affairs
 - 2.2.1.5.2** Integration with Companies and Intellectual Property Commission
 - 2.2.1.5.3** Integration with South African Revenue Service
 - 2.2.1.5.4** Integration with Construction Industry Development Board
 - 2.2.1.5.5** Department of Public Service and Administration (DPSA)
 - 2.2.1.5.6** Integration to existing Legacy systems
- 2.2.1.6** Address
- 2.2.1.7** Contacts
- 2.2.1.8** Bank Accounts
 - 2.2.1.8.1** Integration with SafetyWeb
 - 2.2.1.8.2** Integration with WASP service providers for sending SMS
- 2.2.1.9** Industry classifications;
 - 2.2.1.9.1** Standard industry classification

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- 2.2.1.10** Commodities
 - 2.2.1.10.1** United Nations Standard Products and Services Code (UNSPSC)
 - 2.2.1.11** Subscriptions
 - 2.2.1.11.1** Supplier notifications subscriptions
 - 2.2.1.12** Tax
 - 2.2.1.12.1** Integration with South African Revenue Service (SARS)
 - 2.2.1.13** Broad-Based Black Economic Empowerment (B-BBEE)
 - 2.2.1.13.1** Sworn affidavits
 - 2.2.1.13.2** Certificates issued by South African National Accreditation Agency (SANAS)
 - 2.2.1.13.3** Integration with Companies and Intellectual Property Commission (CIPC) and B-BBEE Commission
 - 2.2.1.14** Directors/Members
 - 2.2.1.14.1** Integration with Department of Home Affairs
 - 2.2.1.14.2** Integration with Companies and Intellectual Property Commission
 - 2.2.1.15** Ownership;
 - 2.2.1.16** Supplier Search
 - 2.2.1.17** Sub-Contractor search
- 2.2.2** Government employee upload
- 2.2.2.1** Upload utility for enabling Organs of state to upload payroll information
- 2.2.3** Procurement order information
- 2.2.3.1** Upload utility for enabling Organs of state to upload procurement order information
 - 2.2.3.2** Supplier and user support
 - 2.2.3.3** Data extraction
- 2.2.4** Supplier inbox
- 2.2.4.1** Utility for communicating with suppliers
- 2.2.5** Bulk download utility
- 2.2.5.1** Utility provided to organs of state for downloading bulk data files
- 2.2.6** Batch Jobs
- 2.2.6.1** Several batch jobs that run daily that perform data fixes, generate bulk data files, generation of bank verification files, data re-verification jobs, etc.
- 2.2.7** SafetyWeb Utility
- 2.2.7.1** Application for managing and the bank account verification process
- 2.2.8** Restricted supplier and tender defaulter,
- 2.2.8.1** Suppliers that are restricted by organs of state are captured on the CSD.
- 2.2.9** Request for Quotations
- 2.2.9.1** Organs of state send requests for quotations to suppliers based on commodities they selected

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2.3 CSD integration services are:

- 2.3.1** South African Revenue Service real time tax compliance status checks and re-verification process;
- 2.3.2** Companies and Intellectual Property Commission real time integration for company information and re-verification process;
- 2.3.3** Bank Account Verification integration with SafetyWeb for supplier bank account verification;
- 2.3.4** State Employees Verification;
- 2.3.5** Identity verification with Department of Home Affairs;
- 2.3.6** CIDB grading verification;
- 2.3.7** APIs exposed for sharing CSD supplier data with the Organs of State procurement and financial systems;
- 2.3.8** Bulk files and download utilities for sharing CSD bulk data;
- 2.3.9** SMS integration to WASP service provider(s);

3. SCOPE OF WORK

A bid that does not address the scope of work will be considered as non-responsive.

The scope of work entails maintenance and support of existing system including enhancements. In summary the scope include managing IT infrastructure, managing system development as necessitated by changes mention on paragraph 3.3.3.10 below, specific objectives of OCPO, managing the project and team, providing transition plan for year five of the contract, and providing a qualified technical team that meet requirements mentioned in paragraph 3.6.1 below.

3.1 IT Infrastructure Management

The service provider will be required to provide both technical and operational components of CSD in consultation with National Treasury ICT. This includes, but not limited to:

- 3.1.1** General server maintenance
- 3.1.2** General infrastructure governance
- 3.1.3** Managing operating system and database patches;
- 3.1.4** Network utilisations;
- 3.1.5** Network administration
- 3.1.6** Managing antiviruses;
- 3.1.7** Server capacity planning;
- 3.1.8** Ensuring that backups are done;

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- 3.1.9 Application deployments;
- 3.1.10 VMWARE support;
- 3.1.11 Server administration;
- 3.1.12 Application/Database/Server security, etc

3.2 Managing System Development

- 3.2.1 The appointed service provider will design, develop and support CSD in response to the needs of National Treasury OCPO. Appropriate management processes and controls over the systems development process must be in place and documented to ensure efficient use of resources while minimizing risk(s) within systems development.

3.3 Specific Objectives

- 3.3.1 The prospective suppliers will manage the CSD technical infrastructure supporting the CSD www.csd.gov.za;
- 3.3.2 Liaise with third party integration partners/stakeholders (e.g. the service provider will facilitate technical discussions with stakeholders regarding third party integration and data sharing amongst organs of state);
- 3.3.3 Ensure proper change control processes are in place and implemented (e.g. the service provider will implement change control processes as per industry standard);
- 3.3.4 Attend to technical queries on CSD;
- 3.3.5 Ensure defects are resolved within agreed timelines;
- 3.3.6 Provide training services as and when required regarding the CSD and enhanced functionality;
- 3.3.7 Business analysis services for managing requirements and specifications;
- 3.3.8 Document user requirements specifications, functional specifications, and integration specifications;
- 3.3.9 Provide technical application support service;
- 3.3.10 **Enhance the CSD based on:**
 - 3.3.10.1 Policy changes;
 - 3.3.10.2 Process changes;
 - 3.3.10.3 Mobile applications requirements;
 - 3.3.10.4 Functionality improvement;
 - 3.3.10.5 Integration requirements; and
 - 3.3.10.6 New technology.
- 3.3.11 Application Troubleshooting;
- 3.3.12 Report writing, based on CSD data requests as and when required;
- 3.3.13 Maintain mobile applications;

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3.3.14 Identify opportunities for improving the current functionality in consultation with NT;

3.3.15 Attend to adhoc requests as and when requested by NT;

3.3.16 Provide server administration;

3.3.17 Ensure that CSD infrastructure is always secure;

3.3.18 Maintain and support server configurations and patch management;

3.3.19 Ensure optimum server resource utilisation;

3.3.20 Liaise with National Treasury ICT regarding escalations;

3.3.21 Ensure backups are done;

3.3.22 Optimise the current CSD solution; and

3.3.23 Assist NT ICT, SITA and third parties with investigating network issues

3.4 Project Management and Team Structure

3.4.1 Interested service providers must provide proposals with evidence of the technical capacity to undertake this work including the project implementation methodology reflecting the modern development, maintenance and support service that will guarantee 99% uptime and availability of the solution and associated components. The service provider must provide a dedicated project manager that will manage the development, maintenance, and support team. The proposed team structure should include the roles for business analysis/training, system development, software testing, business and technical support, infrastructure, database, and network management. The fully resourced team structure will include the following roles:

3.4.1.1 One project manager

3.4.1.2 One business and technical support

3.4.1.3 One Senior business analyst/trainer

3.4.1.4 One Mid-level business analyst/trainer

3.4.1.5 Two Senior Developers

3.4.1.6 Four Mid-level Developers

3.4.1.7 Two senior Database/Network Specialists

3.4.1.8 One senior software tester

3.5 Transition Plan

The service provider must provide a transition plan for the purpose of a smooth hand over of responsibilities at the end of the contract. The service provider shall ensure that the entire transition phase is as transparent as possible to the CSD management, and that the users shall not experience any disruption of services. The transition plan shall include all services in the scope of work, highlighting how the service provider intends to manage and conduct the

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transition, leading to eventual takeover of the services and in meeting the service levels. The transition plan shall be managed by the service provider's project manager.

3.6 Project Team Expertise Requirements

3.6.1 Table 1: Qualifications requirements

Role	Qualification	Experience
Project Manager (1 CV as per Annex A)	Bachelor's degree in management, IT, or any other relevant qualification	Relevant experience in a Project Management role within an IT development environment
Business and Technical Support Specialist (1 CV as per Annex A)	B. Degree/Diploma in ICT/Computer Science or any other relevant qualification	Experience in providing 3rd tier technical support and training.
Senior Business Analyst (1 CV as per Annex A)	B. Degree/Diploma/ Business Analysis Certification or any other relevant qualification	Experience in business analysis, training, business process management and business process engineering
Mid-level Business Analyst (1 CV as per Annex A)	B. Degree/Diploma/ Business Analysis Certification or any other relevant qualification	Experience in business analysis, training, business process management and business process engineering
Senior Developers (1 CV as per Annex A)	B. Degree/Diploma in ICT/Computer Science/or any other relevant qualification	Relevant working experience in information technology systems planning, designs, development, maintenance, support, and Strong Object-Oriented modelling
Mid-level Developers (1 CV as per Annex A)	B. Degree/Diploma ICT/Computer Science or any other relevant qualification	Experience in ICT field with SDLC methodologies such as agile, scrum and understanding DevOps CI/CD processes
Senior Database Administrators (1 CV as per Annex A)	B. degree/Diploma in Information Technology/Computer Science/DBA Certification/ICT Infrastructure Certification or any other relevant qualification	Demonstrate Technical expertise in maintaining and supporting MS SQL database and technical infrastructure
Senior Software Tester (1 CV as per Annex A)	B. degree Computer Science or Information system or Software testing certification	Experience in development of testing scripts, automated front end functional testing of application, reviewing and familiarizing with functional specifications and automated testing

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4. PROJECT MANAGEMENT AND CONTRACTING AUTHORITY

The project will be managed by the Chief Directorate: SCM ICT within the OCPO in National Treasury.

5. REPORTING REQUIREMENTS

5.1 Additionally, the service provider shall provide the following reports:

5.1.1 Table 2: Reporting

Name of report	Content
Inception Report	Analysis of existing situation and work plan for the project
Monthly Report	Monthly status report (technical and financial)
Closeout and Handover Report	To be submitted on the last month of year 5.

5.2 Submission and Approval of Reports

The inception report, monthly progress report and closeout report must be compiled and submitted to the Chief Directorate: SCM ICT at the National Treasury OCPO.

6. SUBMISSION REQUIREMENTS

6.1 The bid evaluation criteria consist of two main categories, the first category is related to the technical team skills on functionality appearing on paragraph 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, and 8.8 while the second category relates to company functionality evaluation appearing on paragraph 8.9, 8.10 and 8.11 of the evaluation criteria.

6.2 Requirements for technical team and company evaluation

6.2.1 Curriculum Vitae (CV) as per annexure A for evaluation criteria 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, and 8.8 that are clearly marked.

6.3 Requirements for company evaluation

6.3.1 Service provider profile for evaluation criteria 8.9, 8.10 and 8.11 that is clearly marked.

6.3.2 Project implementation methodology/proposal.

6.4 Pricing model

6.4.1 The Service Provider must cost for the work to be done at an hourly rate per resource, provide your pricing in a separate envelope as stated in annexure C.

6.5 Transition Period

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- 6.5.1 The objective of the transition management is to enable takeover of the Services from the existing service provider(s).
- 6.5.2 The transition period shall be at most two (2) calendar months prior to the start of the contract and shall be at no additional cost to National Treasury. During this period of knowledge acquisition, the service provider seeks to understand the existing procedures. The Service Provider shall also make use of this opportunity to create the documents and make necessary recommendations to the National Treasury for any possible improvement that can be made to the existing procedures.
- 6.5.3 At the end of transition period, National Treasury will review recommendations.

7. STAGE 1 (a): MANDATORY REQUIREMENTS

An administrative evaluation will be carried out on all the bids received and if the under mentioned documentation.

- 7.1 Proof of company Central Supplier Database Registration (CSD).
- 7.2 Letter of Good Standing from the Office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA). The letter should be issued by the Department of Labour.
- 7.3 In case of Joint Venture, Consortium, Trust, or Partnership a Valid Tax Clearance Certificate and/or SARS issued pin code (which will be verified) for both companies must be submitted.
- 7.4 In case of Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.
- 7.5 In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Central Supplier Database Registration (CSD) is required.
- 7.6 Fee/cost (SBD 3.3) structure must be submitted in a separate envelop (NB: This information must only be marked financial proposal).
- 7.7 A certified copy of Liability Insurance Cover for the company and the total cover available per claim to the value of R5 million
- 7.8 Failure to provide qualifications and all CVs as per **Annexure A** will result in disqualification of the bid.

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8. FUNCTIONALITY EVALUATION CRITERIA

Table 3: Team and Company Evaluation

No.	CRITERIA	WEIGHT	SCORING CRITERIA
1	<p>1x Project Manager</p> <p>(1 CV to be provided as per template provided)</p> <p>Relevant experience in a Project Management role within an IT development environment</p>	10	<p>5 = More than 10 years' experience</p> <p>4 = 6 to 10 years' experience</p> <p>3 = 5 years' experience</p> <p>2 = 3 to 4 years' experience</p> <p>1 = less than 3 years' experience,</p>
2	<p>1x Business and Technical Support Specialist</p> <p>(1 CV to be as per template provided)</p> <p>Experience in providing 3rd tier technical support and training.</p>	5	<p>5 = More than 5 years' experience</p> <p>4 = 5 years' experience</p> <p>3 = 3 to 4 years' experience</p> <p>2 = 1 to 2 years' experience</p> <p>1 = less than 1 year experience,</p>

Terms of reference: Appointment of a service provider for the enhancement, maintenance, and support of the central supplier database for office of the chief procurement officer for a period of five years

NO.	CRITERIA	WEIGHT	SCORING CRITERIA
3	<p>2x Senior Developers (technical support and development)</p> <p>(2 CVs to be provided as per template provided)</p> <p>Relevant working experience in information technology systems designs and planning, and Strong Object-Oriented modelling covering:</p> <ul style="list-style-type: none"> • Design, and implementation skills. • Relevant experience of designing software solutions using software architecture design principles and Strong development skills building systems using proven design patterns. • SQL Server/ SharePoint/ ASP.NET/ C#/ .NET Framework/ Visual Studio/ XML/ CSS/ HTML/ Web services/ JavaScript/ InfoPath/JavaScript/SOAP/REST/Azure Active Directory/ Azure DevOps/ Azure Web Apps/ Microsoft 365 • Web Technologies (HTML, CSS, etc); Microsoft Web Stack (MVC, C#, ASP.Net etc); Relational Databases (Microsoft SQL), Experience of cloud platforms • Proficient in the following development tools: MS Visual Studio, TFS, Team City, Jira, Sign Tool • Proficiency with software development lifecycle methodologies such as agile, scrum and understanding of DevOps CI/CD processes and tools (TeamCity, Azure DevOps, Jenkins) 	10	<p>5 = More than 8 years average experience, all required qualifying criteria are met</p> <p>4 = 6 to 8 years' average experience, 5 of the required qualifying criteria are met</p> <p>3 = 5 years' average experience, 4 of the required qualifying criteria are met</p> <p>2 = 3 to 4 years' experience, 3 of the required qualifying criteria are met</p> <p>1 = less than 3 Years' average experience, with one to two required qualifying criteria are met</p>

Terms of reference: Appointment of a service provider for the enhancement, maintenance, and support of the central supplier database for office of the chief procurement officer for a period of five years

NO.	CRITERIA	WEIGHT	SCORING CRITERIA
4	<p>4x Mid-level Developers (4 CVs to be provided as per template provided)</p> <ul style="list-style-type: none"> • Experience in ICT field with SDLC methodologies such as agile, scrum and understanding DevOps CI/CD processes • SQL Server/ SharePoint/ ASP.NET/ C#/ .NET Framework/ Visual Studio/ XML/ CSS/ HTML/ Web services/ JavaScript/ InfoPath/JavaScript/SOAP/REST/Azure Active Directory • Azure DevOps/ Azure Web Apps/ Microsoft 365 • Experience in designing and developing smart or thin client (GUI) user interfaces using C# and related technologies. • Proficient in the following development tools: MS Visual Studio, TFS, Team City, Jira, Sign Tool • Proficiency with software development lifecycle methodologies such as agile, scrum and understanding of DevOps CI/CD processes and tools (TeamCity, Azure DevOps, Jenkins) 	10	<p>5 = More than 7 years' average experience, all required qualifying criteria are met</p> <p>4 = 6 to 7 years' average experience, 5 of the required qualifying criteria are met</p> <p>3 = 4 to 5 years' average experience, 4 of the required qualifying criteria are met</p> <p>2 = 2 to 3 years' average experience, 3 of the required qualifying criteria are met</p> <p>1 = less than 2 Years' experience, only one to two required qualifying criteria are met</p>

Terms of reference: Appointment of a service provider for the enhancement, maintenance, and support of the central supplier database for office of the chief procurement officer for a period of five years

NO.	CRITERIA	WEIGHT	SCORING CRITERIA
5	<p>2x Senior Database/Network Administrator</p> <p>MSSQL Database Developer, MSSQL Database Administrator.</p> <p>(2 CVs to be provided as per template provided)</p> <p>Demonstrate Technical expertise in maintaining and supporting MS SQL database and technical infrastructure.</p> <p>Specific experience on:</p> <ul style="list-style-type: none"> • Managing operating system patches; • Network utilisations monitoring and troubleshooting; • Server capacity planning; • Monitoring capacity and performance of network • Managing Backups; • Application deployments; • VMWARE configurations; • Server administration; • Server security and Application/Database/; • Security appliance management; • File sharing configurations. • Recommend and implement Network and database Upgrades. • Database maintenance 	10	<p>5 = 8 years and above of average experience in all required qualifying criteria explained with specific projects undertaken</p> <p>4 = 6 - 7 years' average experience in 12 of the required qualifying criteria are met</p> <p>3 = 4 - 5 years' average experience in 11 of the required qualifying criteria are met</p> <p>2 = 2 - 3 years average experience where 10 of the required qualifying criteria are met</p> <p>1 = 1 year or less experience where less than 10 of the required qualifying criteria are met</p>

Terms of reference: Appointment of a service provider for the enhancement, maintenance, and support of the central supplier database for office of the chief procurement officer for a period of five years

NO.	CRITERIA	WEIGHT	SCORING CRITERIA
6	<p>1x Senior Business Analyst/Trainer</p> <p>(1 CV to be provided as per template provided)</p> <p>Experience in:</p> <ul style="list-style-type: none"> • Business analysis, • Training, • Business process management and • Business process engineering 	10	<p>5 = 8 years and above experience in all areas explained with specific projects undertaken</p> <p>4 = 6 - 7 years' experience in 3 of the required qualifying criteria explained in detail</p> <p>3 = 4 - 5 years' experience in 2 of the required qualifying criteria explained</p> <p>2 = 2 - 3 years' experience in 1 required qualifying criteria explained</p> <p>1 = less than 1 year experience</p>
7	<p>1x Mid-level Business Analyst/Trainer</p> <p>(1 CV to be as per template provided)</p> <p>Experience in:</p> <ul style="list-style-type: none"> • Business analysis, • Training, • Business process management and • Business process engineering 	5	<p>5 = 7 years and above experience in all areas explained with specific projects undertaken</p> <p>4 = 5 - 6 years' experience in 3 of the required qualifying criteria explained in detail</p> <p>3 = 3 - 4 years' experience in 2 of the required qualifying criteria explained</p> <p>2 = 1 - 2 years' experience in 1 required qualifying criteria explained</p> <p>1 = less than 1 year experience</p>
8	<p>1x Senior Software Tester</p> <p>(1 CV to be as per template provided)</p> <ul style="list-style-type: none"> • 5+ years' experience in adhoc, functional, regression, performance and stability testing. • Experience in adhoc, functional, regression, performance and stability testing. • Experience in development of testing scripts, automated front end functional testing of application, reviewing and familiarizing with functional specifications from Business Analysts (BA's) • Min 1 scripting language • Selenium Automation designing, developing and executing automated test cases from requirement • Microsoft SQL • DevOps – Automation, Scripting • Experience with API endpoints 	10	<p>5 = 8 years and above of average experience in all the required qualifying criteria</p> <p>4 = 6 - 7 years' average experience in 7 of the required qualifying criteria</p> <p>3 = 4 - 5 years' average experience in 6 of the required qualifying criteria</p> <p>2 = 2 - 3 years of average experience in 3 of the required qualifying criteria</p> <p>1 = less than 1 year of average experience in 1 to 2 of the required qualifying criteria</p>

Terms of reference: Appointment of a service provider for the enhancement, maintenance, and support of the central supplier database for office of the chief procurement officer for a period of five years

No.	CRITERIA	WEIGHT	SCORING CRITERIA
9	<p>Demonstrate company experience in application design, development maintenance, and support. List of similar projects in the last eight years including:</p> <ul style="list-style-type: none"> • Programming language; • Database software; • Contact person and contact details; • Project description; • Duration, and • Value., • Programming language, • Database software; • Contact person and contact details. 	10	<p>5 = Exceptional (More than 3 projects with all the required qualifying criteria, deliverables and contact details)</p> <p>4 = Very Good (3 Projects with all the required qualifying criteria, project deliverables and contact details submitted)</p> <p>3 = Good (2 Projects with all the required qualifying criteria, project deliverables and contact details)</p> <p>2 = Below Average (1 Project without all the required qualifying criteria)</p> <p>1 = Poor (No projects submitted)</p>
10	<p>Project Management</p> <p>Project implementation methodology/proposal, your proposal should indicate that the team will be able to fulfil this function.</p> <ul style="list-style-type: none"> • This should cover the implementation and proposed team structure; • Management; • Governance; • Training approach; • User support approach; • Transition approach • Change and release management; and • Project management. 	10	<p>5 = Exceptional (Detailed project proposal with 8 and above of the required qualifying criteria)</p> <p>4 = Very Good (Detailed project proposal with 7 of the required qualifying criteria)</p> <p>3 = Good (Good project proposal with 5-6 of the required qualifying criteria)</p> <p>2 = Below Average (Project proposal with 3-4 of the required qualifying criteria)</p> <p>1 = Poor (Less than 3 of the required qualifying criteria discussed)</p>

Terms of reference: Appointment of a service provider for the enhancement, maintenance, and support of the central supplier database for office of the chief procurement officer for a period of five years

No.	CRITERIA	WEIGHT	SCORING CRITERIA
11	<p>Application Integration</p> <p>Demonstrate experience in application integration as per 9 areas mentioned below, experience to be confirmed by the minimum of 1 and a maximum of 3 completed projects and technologies used in that project, provide a list of those projects Contact details and contact person on each completed project as per annexure B.</p> <ul style="list-style-type: none"> • Integration architecture; • Integration platforms; • Server Integration Services; • Application Programming Interfaces; • Web Service development; • Database Integration Services • File-based interfaces; • Message queuing; • File sharing; 	10	<p>5 = Excellent (9 of the required qualifying criteria explained with relevant project deliverables and technologies)</p> <p>4 = Very good (8 of the required qualifying criteria explained with relevant project deliverables and technologies)</p> <p>3 = Good (7 of the required qualifying criteria explained with completed project and technologies)</p> <p>2 = Average (6 of the required qualifying criteria discussed)</p> <p>1 = Poor (Less than 6 of the required qualifying criteria discussed)</p>
	Maximum score	100	
	Threshold	70%	

9. PERFORMANCE MONITORING AND EVALUATION

The Chief Directorate SCM ICT will monitor performance via weekly and monthly meetings with the service provider where minutes of progress, activities, challenges, risks encountered, and planned work will be recorded. Evaluation will be based on progress, outputs, targets on key deliverables and compliance to the reporting timelines as specified.

10. FACILITIES FOR THE PROJECT

The assignment will be delivered at the National Treasury premises that are situated at 240 Madiba Street, Pretoria and occasionally at SITA, Centurion. Local travel will be required. The service provider will provide own workstations (laptops/desktops) that must meet National Treasury ICT standards.

11. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of five years.

Terms of reference: Appointment of a service provider for the enhancement, maintenance, and support of the central supplier database for office of the chief procurement officer for a period of five years

12. NON-COMPULSORY BREIFING SESSION

Date: 16 November 2022

Time: 11:00 am - 12:00 pm

Venue: Via Microsoft Teams

Join on your computer, mobile app or room device

[Click here to join the meeting](#) (*The Link can be accessed from etender.gov.za and The National Treasury website*)



Special Conditions of Contract

NT017-2022

APPOINTMENT OF A SERVICE PROVIDER FOR THE ENHANCEMENT, MAINTENANCE AND SUPPORT OF THE CENTRAL SUPPLIER DATABASE FOR OFFICE OF THE CHIEF PROCUREMENT OFFICER FOR A PERIOD OF FIVE (5) YEARS.

CLOSING DATE: 30 NOVEMBER 2022 AT 11:00 AM

VALIDITY PERIOD: 90 DAYS

S U P P L Y C H A I N M A N A G E M E N T

A LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract takes precedence.

1. EVALUATION PROCESS AND CRITERIA

1.1. All bids will be evaluated in terms of functionality and preference point system which comprises of the following:

1.1.1 Phase I: Initial screening process

In terms of National Treasury Instruction No. 4A of 2016/2017 regarding the National Central Supplier Database (CSD), all bidders must register on the CSD to provide the following information to be verified through the CSD:

- a) Business registration, including details of directorship and membership;
- b) Bank Account holder information;
- c) In the service of the State status;
- d) Tax compliance status;
- e) Identity number;
- f) Tender default and restriction status; and
- g) Any additional and supplementary verification information communicated by National Treasury.

1.1.2 Phase II: Functionality evaluation as per attached Terms of Reference

- a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- b) Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- c) Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- d) The panel members will individually evaluate the responses received against the following criteria as set out below:

EVALUATION CRITERIA

The following evaluation criteria will be utilised:

Team and Company Evaluation

No.	CRITERIA	WEIGHT	SCORING CRITERIA
1	<p>1x Project Manager</p> <p>(1 CV to be provided as per template provided)</p> <p>Relevant experience in a Project Management role within an IT development environment</p>	10	<p>5 = More than 10 years' experience</p> <p>4 = 6 to 10 years' experience</p> <p>3 = 5 years' experience</p> <p>2 = 3 to 4 years' experience</p> <p>1 = less than 3 years' experience,</p>
2	<p>1x Business and Technical Support Specialist</p> <p>(1 CV to be as per template provided)</p> <p>Experience in providing 3rd tier technical support and training.</p>	5	<p>5 = More than 5 years' experience</p> <p>4 = 5 years' experience</p> <p>3 = 3 to 4 years' experience</p> <p>2 = 1 to 2 years' experience</p> <p>1 = less than 1 year experience,</p>

<p>3</p>	<p>2x Senior Developers (technical support and development)</p> <p>(2 CVs to be provided as per template provided)</p> <p>Relevant working experience in information technology systems designs and planning, and Strong Object-Oriented modelling covering:</p> <ul style="list-style-type: none"> • Design, and implementation skills. • Relevant experience of designing software solutions using software architecture design principles and Strong development skills building systems using proven design patterns. • SQL Server/ SharePoint/ ASP.NET/ C#/.NET Framework/ Visual Studio/ XML/ CSS/ HTML/ Web services/ JavaScript/ InfoPath/JavaScript/SO AP/REST/Azure Active Directory/ Azure DevOps/ Azure Web Apps/ Microsoft 365 • Web Technologies (HTML, CSS, etc); Microsoft Web Stack (MVC, C#, ASP.Net etc); Relational Databases (Microsoft SQL), Experience of cloud platforms • Proficient in the following 	<p>10</p>	<p>5 = More than 8 years average experience, all required qualifying criteria are met</p> <p>4 = 6 to 8 years' average experience, 5 of the required qualifying criteria are met</p> <p>3 = 5 years' average experience, 4 of the required qualifying criteria are met</p> <p>2 = 3 to 4 years' experience, 3 of the required qualifying criteria are met</p> <p>1 = less than 3 Years' average experience, with one to two required qualifying criteria are met</p>
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	<p>development tools: MS Visual Studio, TFS, Team City, Jira, Sign Tool</p> <p>Proficiency with software development lifecycle methodologies such as agile, scrum and understanding of DevOps CI/CD processes and tools (TeamCity, Azure DevOps, Jenkins)</p>		
4	<p>4x Mid-level Developers</p> <p>(4 CVs to be provided as per template provided)</p> <ul style="list-style-type: none"> • Experience in ICT field with SDLC methodologies such as agile, scrum and understanding DevOps CI/CD processes • SQL Server/ SharePoint/ ASP.NET/ C#/ .NET Framework/ Visual Studio/ XML/ CSS/ HTML/ Web services/ JavaScript/ InfoPath/JavaScript/SO AP/REST/Azure Active Directory • Azure DevOps/ Azure Web Apps/ Microsoft 365 • Experience in designing and developing smart or thin client (GUI) user interfaces using C# and related technologies. • Proficient in the following 	10	<p>5 = More than 7 years' average experience, all required qualifying criteria are met</p> <p>4 = 6 to 7 years' average experience, 5 of the required qualifying criteria are met</p> <p>3 = 4 to 5 years' average experience, 4 of the required qualifying criteria are met</p> <p>2 = 2 to 3 years' average experience, 3 of the required qualifying criteria are met</p> <p>1 = less than 2 Years' experience, only one to two required qualifying criteria are met</p>

	<p>development tools: MS Visual Studio, TFS, Team City, Jira, Sign Tool</p> <p>Proficiency with software development lifecycle methodologies such as agile, scrum and understanding of DevOps CI/CD processes and tools (TeamCity, Azure DevOps, Jenkins)</p>		
5	<p>2x Senior Database/Network Administrator</p> <p>MSSQL Database Developer, MSSQL Database Administrator.</p> <p>(2 CVs to be provided as per template provided)</p> <p>Demonstrate Technical expertise in maintaining and supporting MS SQL database and technical infrastructure. Specific experience on:</p> <ul style="list-style-type: none"> • Managing operating system patches; • Network utilisations monitoring and troubleshooting; • Server capacity planning; • Monitoring capacity and performance of network • Managing Backups; • Application deployments; • VMWARE configurations; • Server administration; • Server security and 	10	<p>5 = 8 years and above of average experience in all required qualifying criteria explained with specific projects undertaken</p> <p>4 = 6 - 7 years' average experience in 12 of the required qualifying criteria are met</p> <p>3 = 4 - 5 years' average experience in 11 of the required qualifying criteria are met</p> <p>2 = 2 - 3 years average experience where 10 of the required qualifying criteria are met</p> <p>1 = 1 year or less experience where less than 10 of the required qualifying criteria are met</p>

	<p>Application/Database/;</p> <ul style="list-style-type: none"> • Security appliance management; • File sharing configurations. • Recommend and implement Network and database Upgrades. • Database maintenance 		
6	<p>1x Senior Business Analyst/Trainer</p> <p>(1 CV to be provided as per template provided)</p> <p>Experience in:</p> <ul style="list-style-type: none"> • Business analysis, • Training, • Business process management and Business process engineering 	10	<p>5 = 8 years and above experience in all areas explained with specific projects undertaken</p> <p>4 = 6 - 7 years' experience in 3 of the required qualifying criteria explained in detail</p> <p>3 = 4 - 5 years' experience in 2 of the required qualifying criteria explained</p> <p>2 = 2 - 3 years' experience in 1 required qualifying criteria explained</p> <p>1 = less than 1 year experience</p>

7	<p>1x Mid-level Business Analyst/Trainer</p> <p>(1 CV to be as per template provided)</p> <p>Experience in:</p> <ul style="list-style-type: none"> • Business analysis, • Training, • Business process management and • Business process engineering 	5	<p>5 = 7 years and above experience in all arears explained with specific projects undertaken</p> <p>4 = 5 - 6 years' experience in 3 of the required qualifying criteria explained in detail</p> <p>3 = 3 - 4 years' experience in 2 of the required qualifying criteria explained</p> <p>2 = 1 - 2 years' experience in 1 required qualifying criteria explained</p> <p>1 = less than 1 year experience</p>
8	<p>1x Senior Software Tester</p> <p>(1 CV to be as per template provided)</p> <ul style="list-style-type: none"> • 5+ years' experience in adhoc, functional, regression, performance and stability testing. • Experience in adhoc, functional, regression, performance and stability testing. • Experience in development of testing scripts, automated front end functional testing of application, reviewing and familiarizing with functional specifications from Business Analysts (BA's) • Min 1 scripting language • Selenium Automation designing, developing and executing automated test cases from requirement 	10	<p>5 = 8 years and above of average experience in all the required qualifying criteria</p> <p>4 = 6 - 7 years' average experience in 7 of the required qualifying criteria</p> <p>3 = 4 - 5 years' average experience in 6 of the required qualifying criteria</p> <p>2 = 2 - 3 years of average experience in 3 of the required qualifying criteria</p> <p>1 = less than 1 year of average experience in 1 to 2 of the required qualifying criteria</p>

	<ul style="list-style-type: none"> • Microsoft SQL • DevOps – Automation, Scripting <p>Experience with API endpoints</p>		
9	<p>Demonstrate company experience in application design, development maintenance, and support. List of similar projects in the last eight years including:</p> <ul style="list-style-type: none"> • Programming language; • Database software; • Contact person and contact details; • Project description; • Duration, and • Value., • Programming language, • Database software; • Contact person and contact details. 	10	<p>5 = Exceptional (More than 3 projects with all the required qualifying criteria, deliverables and contact details)</p> <p>4 = Very Good (3 Projects with all the required qualifying criteria, project deliverables and contact details submitted)</p> <p>3 = Good (2 Projects with all the required qualifying criteria, project deliverables and contact details)</p> <p>2 = Below Average (1 Project without all the required qualifying criteria))</p> <p>1 = Poor (No projects submitted)</p>

10	<p>Project Management</p> <p>Project implementation methodology/proposal, your proposal should indicate that the team will be able to fulfil this function.</p> <ul style="list-style-type: none"> • This should cover the implementation and proposed team structure; • Management; • Governance; • Training approach; • User support approach; • Transition approach • Change and release management; and • Project management. 	10	<p>5 = Exceptional (Detailed project proposal with 8 and above of the required qualifying criteria)</p> <p>4 = Very Good (Detailed project proposal with 7 of the required qualifying criteria)</p> <p>3 = Good (Good project proposal with 5-6 of the required qualifying criteria)</p> <p>2 = Below Average (Project proposal with 3-4 of the required qualifying criteria)</p> <p>1 = Poor (Less than 3 of the required qualifying criteria discussed)</p>
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11	<p>Application Integration</p> <p>Demonstrate experience in application integration as per 9 areas mentioned below, experience to be confirmed by the minimum of 1 and a maximum of 3 completed projects and technologies used in that project, provide a list of those projects Contact details and contact person on each completed project as per annexure B.</p> <ul style="list-style-type: none"> • Integration architecture; • Integration platforms; • Server Integration Services; • Application Programming Interfaces; • Web Service development; • Database Integration Services • File-based interfaces; • Message queuing; • File sharing; 	10	<p>5 = Excellent</p> <p>(9 of the required qualifying criteria explained with relevant project deliverables and technologies)</p> <p>4 = Very good</p> <p>(8 of the required qualifying criteria explained with relevant project deliverables and technologies)</p> <p>3 = Good</p> <p>(7 of the required qualifying criteria explained with completed project and technologies)</p> <p>2 = Average</p> <p>(6 of the required qualifying criteria discussed)</p> <p>1 = Poor</p> <p>(Less than 6 of the required qualifying criteria discussed)</p>
	Total	100	
	Minimum Threshold	70%	

Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.

- e) Any proposal not meeting a minimum score of 70% functionality proposal will be disqualified and the financial proposal will remain unopened.
- f) The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- g) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.

1.1.4 Phase III: Price/Financial stage and B-BBEE

Price/ Financial proposals must be submitted in South African Rand.
 NT reserves the right to negotiate rates submitted by bidders.

2. EVALUATION CRITERIA

- a. In terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 90/10-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:
 - The bid price (maximum 90 points)
 - Broad-based black Economic Empowerment as well as specific goals (maximum 10 points)
- b. The following formula will be used to calculate the points for price in respect of bidders with a Rand value above R50 000 000:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

A maximum of 10 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations. For this bid the maximum number of Broad-based black Economic Empowerment status that could be allocated to a bidder is indicated in paragraph 2.1.

- c. The State reserves the right to arrange contracts with more than one contractor.
- d. It is the Government's intention to promote the following Broad-Based Black Economic Empowerment with this bid, and the points to be allocated are indicated against each level of contributor:

2.1 POINTS

The Preferential Procurement Regulations 2017 were gazetted on 20 January 2017 (No. 40553) with effect from 1 April 2017. These regulations require bidders provide relevant proof of their B-BBEE Status Level, the 90/10 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

B-BBEE Status Level of Contributor	Number of points (90/10 system)
------------------------------------	------------------------------------

1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Failure to capture the required status level and to submit the required B-BBEE status level certificates will lead to a zero (0) status level for non-compliant service providers.

- d. The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- e. Bidders are requested to complete the various preference claim forms in order to claim preference points.
- f. Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- g. National Treasury may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made with regard to their B-BBEE status.
- h. Points scored will be rounded off to the nearest 2 decimals.
- i. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- j. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

k. Joint Ventures, Consortiums and Trusts

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

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

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. National Treasury will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement

3. MANDATORY REQUIREMENTS

3.1. SUBCONTRACTING

The minimum requirements for the empowerment of subcontractors.

- a) Bidders must note that a minimum of 30% MUST be subcontracted to an EME and/or QSE.

A minimum of 30% subcontracting will be used to evaluate bids during the prequalification stage of the tender process.

Proof of the following documents must be submitted:

- b) Proof of company registration on Central Supplier Database Registration (CSD)
- c) A signed subcontracting agreement must be submitted.
- d) Valid Tax Clearance Certificate and/or SARS issued pin code (which will be verified)
- e) Valid certified BBBEE certificate / affidavit in case of EME and/or QSE.

3.2. Proof of company Central Supplier Database Registration (CSD).

3.3. Letter of Good Standing from the Office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA). The letter should be issued by the Department of Labour.

3.4. In case of Joint Venture, Consortium, Trust, or Partnership a Valid Tax Clearance Certificate and/or SARS issued pin code (which will be verified) for both companies must be submitted.

3.5. In case of Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.

3.6. In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Central Supplier Database Registration (CSD) is required.

3.7. Fee/cost (SBD 3.3) structure must be submitted in a separate envelop (NB: This information must only be marked financial proposal).

3.8. A certified copy of Liability Insurance Cover for the company and the total cover available per claim to the value of R5 million

3.9. Failure to provide qualifications and all CVs as per annexure A will result in disqualification of the bid.

FAILURE TO ADHERE TO THE CONDITION MAY LEAD TO THE BID BEING INVALIDATED.

4. TAX COMPLIANCE STATUS

Bids received with a non-compliant tax status will be disqualified with failure to update the Tax Status within 7 days.

5. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax where applicable.

6. CLIENT BASE

- 6.1** National Treasury reserves the right to contact references during the evaluation and adjudication process to obtain information.

7. LEGAL IMPLICATIONS

Successful service providers will enter into a service level agreement with National Treasury

8. COMMUNICATION

National Treasury may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the National Treasury in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

9. LATE BIDS

Bids received at the address indicated in the bid documents, after the closing date and time will not be accepted for consideration and where applicable, be returned unopened to the bidder.

10. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in such bids being disqualified.

11. PROHIBITION OF RESTRICTIVE PRACTICES

- a. In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or a contractor(s) was/were involved in:
- directly or indirectly fixing a purchase or selling price or any other trading condition;
 - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - collusive bidding.
- b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

12. FRONTING

- a. The National Treasury supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- b. The National Treasury, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting issued by the Department of Trade and Industry, established during such enquiry/investigation, the onus will be on the bidder contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

13. PRESENTATION

National Treasury may require presentations/interviews from short-listed bidders as part of the bid process.

14.1 NON-COMPULSORY BRIEFING SESSION:

Date: 16 November 2022

Time: 11:00 am - 12:00 pm

Venue: Via Microsoft Teams

Join on your computer, mobile app or room device

[Click here to join the meeting](#) (*The Link can be accessed from etender.gov.za and The National Treasury website*)

15. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will enter into formal contract with the National Treasury for a period of five (5) years.

16. PACKAGING OF BID

The bidder shall place both the sealed Technical Proposal and Price/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

16.1 FUNCTIONALITY/TECHNICAL PROPOSAL

Bid No: NT017-2022

Description: APPOINTMENT OF A SERVICE PROVIDER FOR THE ENHANCEMENT, MAINTENANCE AND SUPPORT OF THE CENTRAL SUPPLIER DATABASE FOR OFFICE OF THE CHIEF PROCUREMENT OFFICER FOR A PERIOD OF FIVE (5) YEARS.

Bid closing date and time: 30 November 2022 AT 11H00

Name and address of the bidder:

In this envelope, the bidder shall only address the technical aspects of the bid.

16.2 PRICE/ FINANCIAL PROPOSAL

Bid No: NT017-2022

Description: APPOINTMENT OF A SERVICE PROVIDER FOR THE ENHANCEMENT, MAINTENANCE AND SUPPORT OF THE CENTRAL SUPPLIER DATABASE FOR OFFICE OF THE CHIEF PROCUREMENT OFFICER FOR A PERIOD OF FIVE (5) YEARS.

Bid closing date and time: 30 November 2022 AT 11H00

Name and address of the bidder:

In this envelope, the bidder shall provide the price/ financial proposal.

The Technical Proposal envelope must contain one original hard copy document, clearly marked “Original”, and four (4) hardcopies, clearly marked “Copy”.

17 CONTACT DETAILS

Supply Chain Management, 4th floor at National Treasury,

Private Bag x 115, Pretoria, 0001

Physical address: 240 Madiba Street (Vermeulen), Pretoria

For General / Technical Enquiries: **NTAdministrativeTenders@Treasury.gov.za**

E-mail : **NTAdministrativeTenders@Treasury.gov.za**

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: **BID NO: NT017-2022**

CLOSING TIME 11:00 ON 30 November 2022

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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NT017-2022: APPOINTMENT OF A SERVICE PROVIDER FOR THE ENHANCEMENT, MAINTENANCE AND SUPPORT OF THE CENTRAL SUPPLIER DATABASE FOR OFFICE OF THE CHIEF PROCUREMENT OFFICER FOR A PERIOD OF FIVE (5) YEARS.

Services must be quoted in accordance with the attached terms of reference.

Total cost of the assignment (R inclusive VAT)

R.....

NB: Bidders are also advised to indicate a total cost breakdown for this assignment.

Pricing Schedule/Structure								
Resource Type	Resource Seniority	Number of Hours Per Month	Rate per Hour Including VAT	Year 1 Cost Per Resource Including VAT	Year 2 Cost Per Resource Including VAT	Year 3 Cost Per Resource Including VAT	Year 4 Cost Per Resource Including VAT	Year 5 Cost Per Resource Including VAT
Project Manager	Senior	176						
Third Tier Business and Technical Support	Junior							
Business Analyst/Trainer	Senior							
Business Analyst/Trainer	Mid-Level							
Testing Specialist (s)	Senior							
Developer (s)	Senior							
Developer (s)	Senior							
Developer (s)	Mid-Level							
Developer (s)	Mid-Level							
Developer (s)	Mid-Level							
Developer (s)	Mid-Level							
Database/Network Specialist	Senior							

Database/Network Specialist	Senior							
Sub-Total			R0	R0	R0	R0	R0	R0
Total for the whole assignment including VAT			R0					

The financial proposal for this assignment should cover for all assignment activities and outputs enumerated above.

2. Period required for commencement with project after acceptance of bid _____

3. Are the rates quoted firm for the full period? Yes/No

4. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.

Any enquiries regarding bidding procedures may be directed to –

Department: National Treasury

Contact Person: NTAdministrativeTenders@Treasury.gov.za

E-mail address: NTAdministrativeTenders@Treasury.gov.za

Any enquiries regarding technical enquiries may be directed to –

Contact Person: NTAdministrativeTenders@Treasury.gov.za

PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION.

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

2.2 Do you, or any person connected with the bidder, have a relationship

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.

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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

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 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- b) The 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in

4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

**Contractors'/Suppliers' Questionnaire – Individuals:
Questionnaire A**

Please answer the questions by marking the appropriate column with an "X".
Please do not leave out any question relating to your specific circumstances.

Contractor/Supplier Name:	
Natural Persons:	
Surname:	
Initials:	
First two names:	
Title:	
ID number or passport number:	
Nationality:	
Income Tax reference number:	
Date of birth:	
If not a citizen of the RSA, furnish a certified copy of a work permit:	
Postal address and code:	
Residential address and code:	
Telephone numbers:	
Facsimile numbers:	
E-mail address:	
If in possession of a tax clearance certificate or exemption certificate (IRP30), furnish a certified copy thereof:	
Jurisdiction in which contractor is "ordinarily resident" i.e. place of permanent residence:	

DEPARTMENT OF NATIONAL TREASURY

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	Question	Yes	No
1.	Do you supply services on behalf of a Labour Broker?		
2.	Are you subject to the control or supervision of the National Treasury (NT)? Including, but not limited to, the following: <ul style="list-style-type: none"> • The manner of duties performed; • The hours of work; • The quality of work. 		
3.	Are you paid at regular intervals i.e. daily, weekly, monthly etc? (If the payments are made at regular intervals or by a rate per time period)		
4.	Will payment to you include any benefits? Including, but not limited to, the following: <ul style="list-style-type: none"> • Leave pay; • Medical aid; • Training; • Sick Leave. 		
5.	Will, or have you be/been in the full time employment of the NT?		
6.	Will you require of the NT to provide any equipment, tools, materials or office space, in order to fulfil the contract?		
7.	Do you supply these, or similar, services only to the NT and not to any other client or the general public?		
8.	Will you be required to work more than 22 hours per week?		
8.1	If "yes", will payment be made on an hourly, daily weekly or monthly basis?		
8.2.1	Will you work solely for the NT?		
8.2.2	Will you provide a written statement to this effect?		
Non-Residents of the RSA			
9.	Will you return to your jurisdiction of residence upon the termination of the contract?		
10.	Is the contract to exceed a period of three years?		
11.	Will you be returning to the jurisdiction of residence during the course of the contract? If so, for what periods of time?		
12.	Is your employer resident in the Republic of South		

DEPARTMENT OF NATIONAL TREASURY

Question		Yes	No
	Africa or does a permanent establishment or branch represent the employer in the Republic?		
13.	If a permanent establishment or branch represents the employer in the Republic, will your salary be paid from such permanent establishment or branch?		
14.	Will you be required to perform any work outside of the Republic?		
15.	Do you agree to submit copies of your passport should the NT, so require?		

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

Representative's Full Names:	Capacity:	Contact number:
Signature:		Date:

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

Contractors’/Suppliers’ Questionnaire – All Service Providers (excluding Individuals): Questionnaire B:

Please answer the questions by marking the appropriate column with an “X”. Please do not leave out any question relating to your specific circumstances.

Contractor/Supplier Name:	
Corporate Contractors (including companies, close corporations and trusts):	
Registered name and furnish a certified copy of registration:	
Nature of legal entity:	
Trade name:	
Registration number:	
Date of incorporation:	
Jurisdiction of incorporation:	
Jurisdiction where effective management is performed:	
Income tax reference number:	
Employees’ Tax reference number:	
Value Added Tax number and furnish a certified copy of VAT 103 Certificate:	
Postal address and code:	
Physical address and code:	
Telephone numbers:	
Facsimile numbers:	
E-mail address:	

DEPARTMENT OF NATIONAL TREASURY

Question		Yes	No
1.	Are you a "Labour Broker" i.e. do you provide payment for supplying the National Treasury (NT) with a person/s? If so, furnish a certified copy of an IRP30, which is valid for the period of the contract.		
2.	Is the service to be rendered personally by any person, who is a connected person, in relation to the entity? (For example a shareholder, member or their direct family)		
3.	Do you employ four or more employees on a full time basis throughout the year, excluding connected parties? If so, are these employees engaged in rendering the service to the NT? (For example secretarial employees would NOT be so engaged)		
4.	Would you be regarded as an employee of the NT if the service was rendered by the person directly to the NT, other than on behalf of the contractor?		
5.	Do you, the Company, Close Corporation or Trust receive any form of training supplied or paid for by NT? If "yes", please specify the nature and extent of the training:		
6.	Are you, the Company Close Corporation or Trust free to choose which tools or equipment, or staff, or raw materials, or routines, patents and technology to use in performing your main duties?		
7.	In order to perform your main duties, do you, or does such a person, Company, Close Corporation or Trust, use any tools or equipment supplied or paid for by NT? If "yes", please state the nature thereof:		
8.	Are you subject to the control or supervision of the NT, as to the manner in which, or hours during which, the duties are performed or are to be performed in rendering the service?		
9.	Will the amounts paid or payable in respect of the service consist of, or include, earnings of any description, which are payable at regular daily, weekly, monthly, or other intervals?		
10.	Will more than 80% of your income, during the year		

DEPARTMENT OF NATIONAL TREASURY

Question		Yes	No
	of assessment, from services rendered, consist of or be likely to consist of amounts received directly or indirectly from any one client , or any associated institution, in relation to the client?		
11.	Does your contract contain any elements of an employment contract? [i.e. Job titles, reporting structure in organisation, fixed working hours, employment benefits, performance bonuses (excluding bonus and penalties for early or late delivery)]		
12.	Does your contract contain any clause that will enable you to receive payment, even if no work was done?		
13.	Have you ever been classified as a Labour Broker or personal services company (including Close Corporation and Trust) by SARS or any other client?		
14.	If the answer to question 13 was "yes", did anything change that no longer classifies you as a labour broker or personal services company? If "yes", elaborate:		

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

Representative's Full Names:	Capacity:	Contact number:
Signature:		Date:

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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17. Prices
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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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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.