



merSETA

MANUFACTURING, ENGINEERING
AND RELATED SERVICES SETA

TERMS OF REFERENCE

FOR

THE SUPPORT AND ENHANCEMENT OF THE merSETA, NATIONAL SKILLS DEVELOPMENT MANAGEMENT SYSTEM (NSDMS)

ICT/2023/008

Closing Date: 30 January 2024 - 12:00 noon

Validity Period: 120 days

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**The document shall be revised at least 3 months before next revision date or as per merSETA organisational and operational changes*

1. BACKGROUND

The merSETA is the Manufacturing, Engineering and Related Services Education and Training Authority established to promote the Skills Development Act, (Act No. 97 of 1998). It facilitates skills development in the following sub-sectors: metal and engineering, automotive manufacturing, motor retail and component manufacturing, new tyre manufacturing and plastics industries.

The National Skills Development Management System (NSDMS) is a merSETA system that was developed to address the need for merSETA to have an integrated system that addresses business needs and the reporting requirements that the merSETA should fulfil. The system replaced the former SETA Management System. The NSDMS was designed to address the challenges that the merSETA was facing in meeting the growing need in the ever changing SETA landscape and compliance framework. The implementation project for the NSDMS has been completed and there is now a need for a Bidder to maintain the system to ensure continuous availability . The Bidder will be working with the Management Information Systems (MIS) team (within the Office of the Chief Information Officer - CIO) to support the stakeholders and identify and address any system incident reported. The Bidder will, therefore, be required to:

- 1.1. Address challenges experienced relating to the system including capacity to maintain the system notwithstanding the intention to build internal capacity by up-skilling internal staff.
- 1.2. Possess expertise in system development using Java, along with experience in utilizing Tomcat servers, MySQL databases, and Linux operating systems.

2. OBJECTIVE

- 2.1. *The MerSETA is seeking a service provider to support the National Skills Development Management System (NSDMS) for a contract duration of 36 months.*

3. CHALLENGES

- 3.1. The merSETA faces the following challenges in relation to the system:

- 3.1.1. The system's performance crucially influences merSETA and its members. Any downtime or problems with the system directly impairs merSETA's capability to

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manage its business effectively, particularly concerning the allocation of Mandatory and Discretionary Grants.

3.1.2. The system support provided should be agile, scalable, and proportionate, with the ability to respond promptly to the changing needs of the business.

3.1.3. Insufficient skills and experience to support the systems and accordingly a need to increase capacity to maintain, support and enhance the system.

3.1.4. Constant changes resulting from the changes in the SETA landscape and regulations.

3.1.5. Poor quality data migrated from Legacy Systems.

4. PROJECT/CONTRACT PERIOD

The contract will be for 36 (thirty six) months commencing from the date of the last signature .

5. SCOPE OF PROJECT

5.1. The successful bidder will be appointed to provide comprehensive and ongoing support and maintenance for the NSDMS. This includes addressing technical support requests, rectifying system deficiencies, and resolving system bugs to ensure the system's continuous availability and functionality.

5.2. In addition, the bidder will be involved in implementing and supporting any new business needs, including but not limited to changes in regulations. This responsibility is particularly crucial for the Mandatory Grants and Discretionary Grant Modules. The objective is not merely to maintain the system, but to adapt and enhance it in response to evolving business requirements. The system is built and runs on the following platforms:

5.2.1. JAVA (1.8.0_292)

5.2.2. MySQL Database

5.2.3. Linux Operating System (Ubuntu Server 18.04 LTS)

5.2.4. Jasper Reporting

6. Outcomes and Deliverables

6.1. The support provided for the system will focus on the following aspects in achieving the Outcomes and Deliverables:

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6.1.1. TECHNICAL

- a) Ensure that the system is kept up to date with industry benchmarks and trends.
- b) Ensuring efficient integration of the system to other systems. The systems that have an integration include, but not limited to: Microsoft Great Plains, National Learners' Records Database (NLRD), Quality Council for Trades and Occupations (QCTO), Sector Education and Training Management Information System (SETMIS), National Artisan Moderation Body (NAMB).

6.1.2. GOVERNANCE AND MANAGEMENT

- a) Providing regular system monitoring reports at set intervals and these intervals will be determined after award. These include, but not limited to, system performance logs, support issues status report, and system downtimes.
- b) Following the award the bidder is expected to implement changes according to an agreed implementation Plan. The Bidder will be expected to provide a detailed implementation methodology to be used with key milestones and timelines.

6.1.3. SYSTEM SUPPORT

- a) The bidder is expected to provide a helpdesk facility complete with a dedicated email address and telephone number. This facility should be readily accessible and staffed by knowledgeable technical support personnel to address issues and inquiries.
- b) In terms of support availability, it is paramount that the helpdesk is operational during critical periods such as funding windows when the volume of user interactions with the NSDMS may significantly increase.
- c) Business Hours Support
 - The helpdesk should be available from Monday to Friday, from 8 AM to 6 PM and Saturday from 8 AM to 1 PM. This schedule aligns with typical operating hours and would cover the majority of users' active periods.
- d) Logging and providing a reference number for each request.

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- e) Investigating faults and recommending and performing fixes.
- f) Documenting and communicating resolution actions.
- g) Enhancement of the Reporting functionality as required.
- h) Performing periodic system tests.
- i) Providing weekly support dashboard.
- j) Presenting software code for review, inspection and feedback.
- k) Recommending System Performance Improvement Strategies.
- l) Penalty charges shall apply for failure to comply with Service Levels 98% of the time.
- m) Utilise GIT based code management applications for code reviews and change tracking.
- n) Use web based incident tracking software accessible by merSETA and development team.

6.1.4. PRESCRIBED SERVICE LEVELS ARE AS FOLLOWS:

Severity Level	Description	Target Response	Feedback Interval	Resolution Time
1. Outage	Services are down	5 Minutes	30 Minutes	1 Hour
2. Critical	Services severity impacted	15 minutes	1 Hour	4 Hours
3. Urgent	End-user impact initiated	60 minutes	4 Hours	24 Hours
4. Important	Can impact services if not addressed	60 minutes	1 Day	7 Calendar Days
5. Monitor	Can have impact in the future	24 hours	1 Week	30 Calendar Days
6. Informational	Inquiry for information	24 hours	N/A	N/A

Note: Adherence to the specified service levels is not optional but COMPULSORY.

6.1.5. SYSTEM SOFTWARE MAINTENANCE

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6.1.5.1. Maintenance of Application Server, Operating System and Database Management System addressing the following:

- Perform version upgrades on the hosting platform per minimum requirements;
- Patch installations;
- Remediation of Vulnerabilities; and
- Capacity Management.

6.1.6. REGULAR REPORTING

6.1.6.1. Regular reporting for monitoring purposes covering active issue and performance against an agreed SLA. Providing regular system monitoring reports at set intervals and these intervals will be determined after award. These will be presented at meetings with the merSETA. The types of reports required are:

- a) Performance against the agreed SLA
- b) System Performance
- c) Exception reporting
- d) System Monitoring
- e) User Management
- f) Any other reports as will be determined
- g) Analysis and Interpretation of Data, Including Identification of Trends and Patterns

6.1.6.2 Monthly invoices must be accompanied by the monthly reports.

NOTE: Bidders must fill out Annexure A to demonstrate their understanding of and compliance with the deliverables. Any bid that does not include a completed Annexure A will be immediately disqualified.

Annexure A – Compliance with requirements

Requirement	Comply (Yes/No)
6.1.1 TECHNICAL	
6.1.2 GOVERNANCE AND MANAGEMENT	

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Requirement	Comply (Yes/No)
6.1.3 SYSTEM SUPPORT	
6.1.4 PRESCRIBED SERVICE LEVELS	
6.1.5 SYSTEM SOFTWARE MAINTENANCE	
6.1.6 REGULAR REPORTING	

7. CONTENT OF SUBMISSIONS – VERY IMPORTANT

- 7.1 Provide a proposal as per the scope of work above;
- 7.2 Provide detailed pricing (vat inclusive) (refer to SBD 3.3 attached and Annexure D).
Failure to submit detailed pricing disqualifies the submission;
- 7.3 Provide a description of your organization (or a company profile), stating your primary business activity, previous and current clients, experience, management, shareholders, partners, directors including name, position, race and gender etc.
- 7.4 Written, signed, and verifiable letters of reference where work of a similar nature was undertaken.
- 7.6. Proof of registration on the Central Supplier Database (CSD) hosted by National Treasury.
- 7.7. Fully completed and signed SDB 1, 3.3, 4, 6.1, 7.2 and all the **Annexures (A to E)** forms. (Bidders must complete and submit proof of specific goals for SBD 6.1, failure will result in zero (0) points score).
- 7.8. Bidders indicate if there will be any sub-contracting and indicate the percentage (%). Please note that subcontracting is only encouraged up to a maximum of 40% of the work. The limitation on subcontracting, up to 40%, is established to ensure that the primary contractor retains control over and responsibility for the majority of the work.

NB: In instances of a joint venture / consortium the Joint Venture Certificate must be included. However, for a sub-contractor proof of specific goals of both the contractor and sub-contractor must be submitted. Specific goals must be aligned for both the contractor and sub-contractor in order to be awarded points as points can only be claimed once.

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8. REQUIREMENTS

8.1 The bidder should possess a minimum of five (5) years of experience in both the implementation of software applications and the provision of comparable support services.

8.2. The bidding company must have been in operation for at least five (5) years and must present evidence of four (4) similar past projects. This evidence should include four reference letters for the company, attesting to their experience and performance.

NOTE: Bidders must also fill out the provided template for the Reference Letter, which pertains to details of previous similar work experience. The bidders should complete this template with information from referees who are available for contact and can provide verification or further details upon request. merSETA requires this annexure to be fully filled out. Any incomplete Reference Letter annexure will not be considered, and failure to properly complete this annexure will lead to the immediate disqualification of the bid.

8.3. The bidder is required to detail the methodology they plan to use for the provision of maintenance and support services. Bidder must provide an Organogram of qualified team members who will be involved in this project. Core Team members must have relevant qualification and experience of 5 (five) years or more in implementing projects of this nature.

8.3.1. The team must include the following THREE (3) compulsory roles:

- a) Solutions Architect,
- b) Support Developer,
- c) Support Analyst:

8.3.1.1. The **Solutions Architect** proposed by the prospective service provider, who will oversee the delivery of the service or product, must meet the following criteria:

- i Hold a qualification in a computing-related field of study at NQF Level 7 or higher. Please attach proof of this qualification.
- ii. The proposed resource must have a minimum of five (5) years of work experience in similar projects or roles. Please attach the individual's CV for verification.

NOTE: Failure to comply with these requirements will result in disqualification

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8.3.1.2.Support Developer

- i. Hold a qualification in a computing-related field of study at NQF Level 7 or higher. Please attach proof of this qualification.
- ii. The proposed resource must have a minimum of five (5) years of work experience in similar projects or roles. Please attach the individual's CV for verification.

NOTE: Failure to comply with these requirements will result in disqualification

8.3.1.3. Support Analyst:

- i. Hold a qualification in a computing-related field of study at NQF Level 6 or higher. Please attach proof of this qualification.
- ii. The proposed resource must have a minimum of three (3) years of work experience in similar projects or roles. Please attach the individual's CV for verification.

NOTE: Failure to comply with these requirements will result in disqualification

8.3 SCORING GRID (LINKED WITH EVALUATION PROCESS UNDER 12)

No	Requirement	Criteria	Score (Points)
1.	Bidder must have five(5) years' experience in developing software and providing support services of similar magnitude. N.B. Bidders are required to complete the attached Reference Letter Template (Details of Previous Similar Work Experience). The bidders should complete this template with information from referees who are available for contact and can provide verification or further details upon request. . merSETA will not consider the reference letter annexure if incomplete.	Five(5) years experience or above	10
		Three (3) to four(4) years experience	5
		Less than 3 years experience	0

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No	Requirement	Criteria	Score (Points)
2	Support Methodology: The bidder has submitted a detailed methodology outlining their procedures for handling issues and implementing changes.	Satisfactory Methodology, i.e. Full Clarity and Detail: The methodology is clear and detailed. It outlines all steps involved in handling issues and implementing changes, and the roles and responsibilities of all parties involved is well-defined.	10
		No or Unsatisfactory Methodology, i.e. The methodology is generally unclear, not as detailed, or the bidder fails to meet all of the evaluation criteria.	0
3	Previous Projects: The bidder has provided a comprehensive list of at least four (4) similar projects that they have executed, or have been completed. Each project referenced should be accompanied by reference letters ,details for each project should include: <ul style="list-style-type: none"> • A detailed description of the project. • The name of the client contact. • The telephone number(s) for the client contact. • The duration of the contract (start and end dates). • The financial value of the contract. 	Four (4) projects listed are fully related (relevant) to the bid's scope and have been successfully completed.	10
		Three (3) projects listed are fully related (relevant) to the bid's scope and have been successfully completed	5
		Less than three (3) projects listed fully related (relevant) to the bid's scope and have been successfully completed	0

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No	Requirement	Criteria	Score (Points)
4	Organogram and Team Experience: An organogram highlighting the team structure, with a special emphasis on the role of the Solutions Architect. Specifically the Solutions Architect, must have a minimum of 5 years' experience in implementing projects of a similar nature. As proof of this experience, a CV must be attached. Note: Failing to meet this compulsory requirement will lead to automatic disqualification.	Solutions Architect:	
		Computing Related Qualification at NQF Level 7 or higher and 5 (five) years relevant experience.	10
		Computing Related Qualification at NQF Level 7 or higher and four (4) years relevant experience.	5
		Computing Related Qualification at NQF Level 7 or higher and three (3) or less years relevant experience.	0
		Failure to have the stipulated NQF level 7 qualification is an automatic disqualification.	
5	Organogram and Team Experience: An organogram highlighting the team structure, with a special emphasis on the role of the Support Developer. Specifically the Support Developer, must have a minimum of 5 years' experience in implementing projects of a similar nature. As proof of this experience, a CV must be attached. Note: Failing to meet this compulsory requirement will lead to automatic disqualification.	Support Developer:	
		Computing Related Qualification at NQF Level 7 or higher and 5 (five) years relevant experience.	10
		Computing Related Qualification at NQF Level 7 or higher and four (4) years relevant experience.	5
		Computing Related Qualification at NQF Level 7 or higher and three (3) or less years relevant experience.	0

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No	Requirement	Criteria	Score (Points)								
		Failure to have the stipulated NQF level 7 qualification is an automatic disqualification.									
6	Organogram and Team Experience: An organogram highlighting the team structure, with a special emphasis on the role of the Support Analyst. Specifically the Support Analyst, must have a minimum of 3 years' experience in implementing projects of a similar nature. As proof of this experience, a CV must be attached. Note: Failing to meet this compulsory requirement will lead to automatic disqualification.	Support Analyst <table><tr><td>Computing Related Qualification at NQF Level 6 or higher and 3 (three) years relevant experience.</td><td>10</td></tr><tr><td>Computing Related Qualification at NQF Level 6 or higher and two (2) years relevant experience.</td><td>5</td></tr><tr><td>Computing Related Qualification at NQF Level 6 or higher and one (1) years relevant experience.</td><td>0</td></tr><tr><td colspan="2">Failure to have the stipulated NQF level 6 qualification is an automatic disqualification.</td></tr></table>	Computing Related Qualification at NQF Level 6 or higher and 3 (three) years relevant experience.	10	Computing Related Qualification at NQF Level 6 or higher and two (2) years relevant experience.	5	Computing Related Qualification at NQF Level 6 or higher and one (1) years relevant experience.	0	Failure to have the stipulated NQF level 6 qualification is an automatic disqualification.		
Computing Related Qualification at NQF Level 6 or higher and 3 (three) years relevant experience.	10										
Computing Related Qualification at NQF Level 6 or higher and two (2) years relevant experience.	5										
Computing Related Qualification at NQF Level 6 or higher and one (1) years relevant experience.	0										
Failure to have the stipulated NQF level 6 qualification is an automatic disqualification.											

9. BUDGET (COST ESTIMATION)

The 80/20 evaluation criteria will be utilized. This evaluation criteria refers to 80% for Price and 20% for Specific Goals.

10. CLOSING DATE

The closing date for submissions to be considered for this project shall be **30 January 2024 at 12:00 noon.**

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11. PAYMENT TERMS

The merSETA undertakes to pay valid invoices in full within thirty (30) days from statement date for work done to its satisfaction upon presentation of a substantiated claim. The merSETA shall not pay for any unproductive or duplicated time spent by the bidder on any assignment because of staff changes, inefficiencies, or rework.

12. EVALUATION PROCESS - COMPLIANCE WITH MINIMUM REQUIREMENTS

All bids duly lodged will be evaluated on functionality and price. The evaluation criteria and weighting for measuring functionality are shown below:

No	Criterion	Weighting	Minimum thresholds
1.	Bidder must have five (5) years experience in implementing and providing support services of similar nature.	20%	10%
2	Bidder must provide the methodology that will be applied in the implementation of the project.	10%	5%
3	Bidder must provide a list of at least four (4) similar projects they carried out and completed. The information must include client contact name, telephone numbers, the period of contracts and values thereof (as per the attached Annexure C)	20%	10%
4	Solutions Architect has an NQF Level 7 or higher qualification and Experience of 5 (five) years or more in implementing project(s) of this nature. CVs of team members must be attached as proof thereof. (as per the attached Annexure E)	20%	10%
5	Support Developer has an NQF Level 7 or higher qualification and Experience of 5 (five) years or more in implementing project(s) of this nature. CVs of team members must be attached as proof thereof. (as per the attached Annexure E)	20%	10%
6	Support Analyst has an NQF Level 6 or higher qualification and Experience of 3 (three) years or more in implementing project(s) of this nature. CVs of team members must be attached as proof thereof. (as per the attached Annexure E)	10%	5%
		100%	50%

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The overall minimum threshold for functionality will be 50% where all individual thresholds are adhered to.

The evaluation of submitted bids will be conducted as follows:

(i) Firstly, the bids will be evaluated for functionality based on the evaluation criteria and the minimum threshold as shown in the table above. Any bid that fails to meet the overall minimum threshold or has not received a minimum score for any individual component thresholds will be disqualified.

(ii) Thereafter, only the qualifying bids will be evaluated in terms of the 80/20 preferential procurement regulation 2022 points system, where eighty (80) points will be allocated to price only and twenty (20) points will be allocated in line with specific goals. This will be conducted in accordance with the Preferential Procurement Regulations 2022 as indicated in the table below;

The specific goals allocated points in terms of this tender	Number of points Allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Tenderer who has 51% to 100% black people ownership	6	
Tenderer who has 30% to 100% black women ownership	4	
Tenderer who has 30% to 100% black youth ownership	4	
Tenderer who has 30% to 100% White women ownership	2	
Tenderer who has 20% or more owners with disability	4	
Total Points allocated to Specific Goals	20	

13. NOTES TO BIDDERS

This section outlines basic requirements that must be met. Failure to accept these conditions or part thereof will result in your proposal being excluded from the evaluation process.

13.1 Bidders may be invited to present and discuss details of their proposals.

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- 13.2 Bidders must complete the merSETA bid documents; Vendor Application Forms, SBD 1; 3.3, 4, 6.1,7.2 and all Annexures (A-E) before their tenders are considered.
- 13.4 Bid documents must be deposited in the merSETA tender box, marked **“TENDER - Support and Enhancements for the merSETA National Skills Development Management System (NSDMS) - ICT/2023/008”**
- 13.5 The merSETA will not be liable to reimburse any costs incurred by the bidder during the tender process and submitted documents will not be returned to bidders.
- 13.6 Bidders should identify any work they are currently carrying out or competing for which could cause a conflict of interest and indicate how such a conflict would be avoided.
- 13.7 The NSDMS is fully owned by the merSETA

14. GENERAL

- 14.1 Bidders must deposit their documents into the tender box available on the Ground Floor reception on/or before **30 January 2024 12H00 (noon)** at the address below:
merSETA Head Office
8 Hillside Road,
Metropolitan Park Block C,
Parktown,
Johannesburg,
2193
- 14.2 Any tender document not deposited in the marked tender box will not be considered.
- 14.3 Any tender document received after the closing date and time will not be considered.
- 14.4 Two (2) bound and one (1) unbound hard copies of the proposal must be submitted.
- 14.5 All correspondence to bidders will be in writing.
- 14.6 Bidders may attend the opening of the tender box on the closing date.

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15. DISCLAIMER

The merSETA reserves the right not to appoint a bidder for this tender. The merSETA further reserves the right to split the tender with more than one Bidder or award a portion of this tender to other bidders.

The merSETA shall rescind a bid award or contract should a bidder be found to have violated Supply Chain Practices.

The merSETA does not bind itself to accept the lowest tender.

Approved by:


Rajesh Jock
13/12/2023 12:10:00(UTC+02:00)

Name: Mr Rajesh Jock

Contact Person: Ntombifuthi Motha

Email queries to: tenders@merseta.org.za



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ANNEXURE A – Compliance with requirements

Requirement	Comply (Yes/No)
6.1.1 TECHNICAL	
6.1.2 GOVERNANCE AND MANAGEMENT	
6.1.3 SYSTEM SUPPORT	
6.1.4 PRESCRIBED SERVICE LEVELS	
6.1.5 SYSTEM SOFTWARE MAINTENANCE	
6.1.6 REGULAR REPORTING	

NOTE: Answering No to any of the above will lead to a disqualification

Name of Bidder : _____

Bidder Representative: _____

Representative Position: _____



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ANNEXURE B – Agreement with Rights and obligations of all parties

Rights and Obligation	Yes/No
Ownership of IP and artifacts developed during the engagement shall remain with merSETA	
Warranties, the service provider shall be responsible for correcting any defects emerging within 3 months after the end of the agreement.	
Alternative dispute resolution processes – merSETA subscribes to the Arbitration Foundation of South Africa as its dispute resolution mechanism	
Security – The bidder must ensure the security of the application system there are responsible for and take measure to protect the integrity and provide authorised to the system and data.	
Privacy – The Bidder shall maintain the privacy of personally identifiable data and business confidential information of the merSETA and its stakeholders inline with the POPI act.	
Applicable methodologies – The bidder agrees to apply the methodology of merSETA's choice in implementing the project	
Basis for payment – Invoices shall be issued upon acceptance of deliverables by the merSETA. Payments for accepted deliverables shall be made within 30 days of receipts of the invoice.	
Human resource management – The bidder shall maintain the same skill level and quantity of human resources as initially proposed. Changes must be communicated within 14 days.	
Compliance with the merSETA policies – The bidder shall comply with applicable merSETA policies during the engagement.	
Performance Reviews – The agrees to monthly performance reviews by the merSETA. The result's of the reviews shall influence the ability of the bidder to enter into further service provision agreements with merSETA	

NB: Answering No to any of the above will lead to a disqualification

Name of Bidder : _____

Bidder Representative: _____

Representative Position: _____

Document Title	Open Tender Terms of Reference		
Document Number	FIN-TR-001(B)	Revision Date	20 April 2023
Page Number	Page 19 of 22	*Next Revision Date	01 April 2025
Revision Number	Rev 08	Access	Controlled

*The document shall be revised at least 3 months before next revision date or as per merSETA organisational and operational changes

ANNEXURE C – Bidder Experience

Client Name	Contact Person Name	Contact eMail and Contact Tel / Mobile Number	Period of Contracts	Value (R)

NB: Failure to complete the above will lead to a disqualification

Name of Bidder : _____

Document Title	Open Tender Terms of Reference		
Document Number	FIN-TR-001(B)	Revision Date	20 April 2023
Page Number	Page 20 of 22	*Next Revision Date	01 April 2025
Revision Number	Rev 08	Access	Controlled

*The document shall be revised at least 3 months before next revision date or as per merSETA organisational and operational changes

ANNEXURE D – Pricing Table - All prices must include VAT.

Please provide indicative pricing details for the crucial resources. This pricing scenario will help us identify the most competitively priced bid. The hourly rate should factor in potential increases over a three-year period.

Table A

	Hourly Rate (incl VAT)
Solution Architect	
Hourly Rates for Support Developer	
Hourly Rates for Support Analyst	
TOTAL	

Table B

Detail any other costs	For 3 – years (Incl VAT)
(1)	
(2)	

Grand Total	Cost over 3 – years (incl VAT)
Table A + B	

NB: Failure to complete the above will lead to a disqualification

Name of Bidder : _____

Bidder Representative: _____

Representative Position: _____

Document Title	Open Tender Terms of Reference		
Document Number	FIN-TR-001(B)	Revision Date	20 April 2023
Page Number	Page 21 of 22	*Next Revision Date	01 April 2025
Revision Number	Rev 08	Access	Controlled

*The document shall be revised at least 3 months before next revision date or as per merSETA organisational and operational changes

ANNEXURE E – Project Resources

Person Full name	Highest Relevant Qualification. Copy of qualification(s) to be included as part of submission	Number of Relevant Years of Experience	Project Role

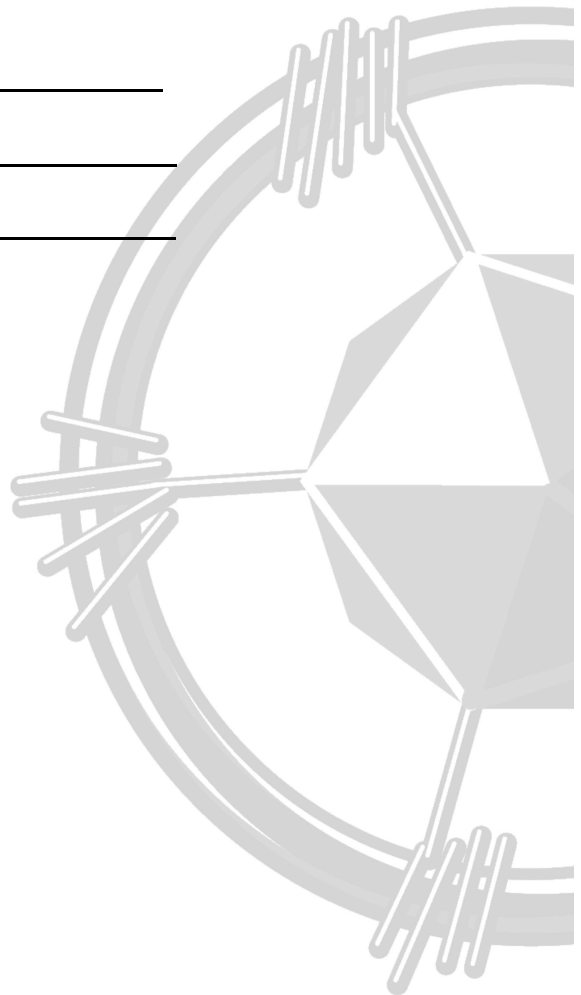
*** Only those resources assigned to the project .**

NB: Failure to complete the above will lead to a disqualification

Name of Bidder : _____

Bidder Representative: _____

Representative Position: _____



Document Title	Open Tender Terms of Reference		
Document Number	FIN-TR-001(B)	Revision Date	20 April 2023
Page Number	Page 22 of 22	*Next Revision Date	01 April 2025
Revision Number	Rev 08	Access	Controlled

*The document shall be revised at least 3 months before next revision date or as per merSETA organisational and operational changes

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[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]					

Document Title	Invitation To Bid (SBD 1)		
Document Number	FIN-FM-031	Revision Date	31 May 2018
Page Number	Page 1 of 3	*Next Revision Date	31 May 2020
Revision Number	Rev 01	Access	Controlled
Review: Senior Manager: Supply Chain & Contracts Management		Approved: CEO	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

Document Title	Invitation To Bid (SBD 1)		
Document Number	FIN-FM-031	Revision Date	31 May 2018
Page Number	Page 2 of 3	*Next Revision Date	31 May 2020
Revision Number	Rev 01	Access	Controlled

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. 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 SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

Document Title	Invitation To Bid (SBD 1)		
Document Number	FIN-FM-031	Revision Date	31 May 2018
Page Number	Page 3 of 3	*Next Revision Date	31 May 2020
Revision Number	Rev 01	Access	Controlled



SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:BID NO.:.....
CLOSING TIME.....CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.....

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....		
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	
	.....	R.....	
	.....	R.....	
	.....	R.....	
	.....	R.....	
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	.....days
	.....	R.....	.....days
	.....	R.....	.....days
	.....	R.....	.....days

Document Title	Pricing Schedule (Professional Services SBD 3.3)		
Document Number	FIN-FM-032	Date Compiled	09 February 2012
Page Number	Page 1 of 3	*Last Revision Date	
Revision Number	Rev 00	Access	Controlled
Review: CFO		Approved: CEO	

5 March 2019

*The document with the latest revision date is the current official

Bid No.:

Name of Bidder:

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

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

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

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

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

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

Document Title	Pricing Schedule (Professional Services SBD 3.3)		
Document Number	FIN-FM-032	Date Compiled	09 February 2012
Page Number	Page 2 of 3	*Last Revision Date	
Revision Number	Rev 00	Access	Controlled

Bid No.:

Name of Bidder:

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

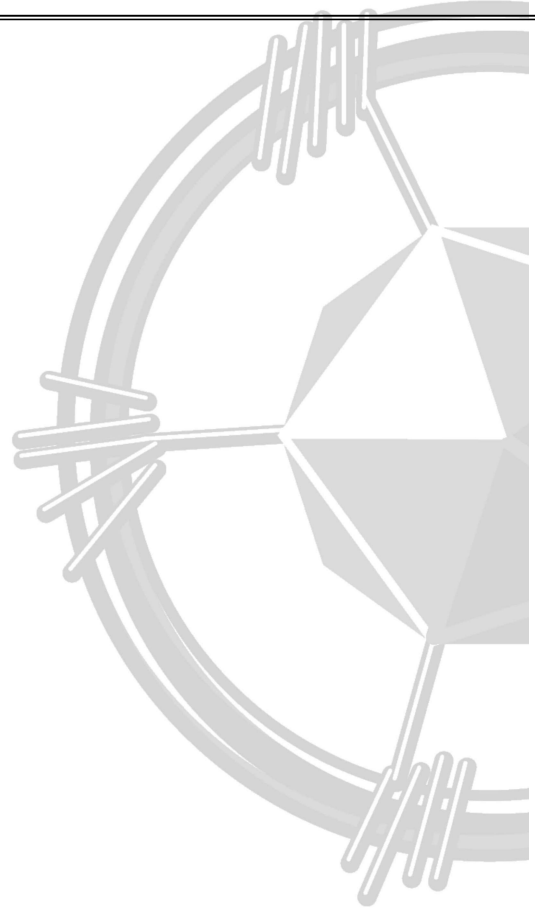
(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON):

Tel:



Document Title	Pricing Schedule (Professional Services SBD 3.3)		
Document Number	FIN-FM-032	Date Compiled	09 February 2012
Page Number	Page 3 of 3	*Last Revision Date	
Revision Number	Rev 00	Access	Controlled

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 institution	State

- 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.

SBD4

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \mathbf{or} & \mathbf{Ps} = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Tenderer who has 51% to 100% black people ownership	6	
Tenderer who has 30% to 100% black women ownership	4	
Tenderer who has 30% to 100% black youth ownership	4	
Tenderer who has 30% to 100% White women ownership	2	
Tenderer who has 20% or more owners with disability	4	
Total Points allocated to Specific Goals	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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



SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

Document Title	Contract Form Rendering of Services (SBD 7.2)		
Document Number	FIN-FM-033	Date Compiled	09 February 2012
Page Number	Page 1 of 3	*Last Revision Date	
Revision Number	Rev 00	Access	Controlled
Review: CFO		Approved: CEO	

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

Document Title	Contract Form of Rendering Services (SBD 7.2)		
Document Number	FIN-FM-033	Date Compiled	09 February 2012
Page Number	Page 2 of 3	*Last Revision Date	
Revision Number	Rev 00	Access	Controlled


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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

A large empty rectangular box for an official stamp.

WITNESSES

1

2

DATE:



Document Title	Contract Form of Rendering Services (SBD 7.2)		
Document Number	FIN-FM-033	Date Compiled	09 February 2012
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VENDOR APPLICATION FORM

**[For professional services please completed this document in conjunction with
merSETA professional services database questionnaire]**

All corporates, trusts; franchises; companies etc must complete PART' 1; PART 2 - Section B;
PART 3 & PART 4

All Individuals and partnership must complete PART 1; PART 2 - Section A; PART 3 & PART 4

PART 1:

Title (Prof. / Dr / Mr / Mrs / Ms/) and Surname : _____
(If one-man concern)

'Trading as' name of business: _____
(Contracts and orders will be made in this name and invoices must reflect it)

Registered name of business: _____

Physical address of business:
Building / complex name: _____

Street name and number : _____

Suburb : _____ City : _____

Code: _____

Postal address of business:

Postnet address: _____

P O Box / Private Bag : _____ City/Town: _____ Code: _____

Telephone numbers of business: Code: _____ Number: _____

Alternative number of business: Code: _____ Number: _____

Contact person fax number: Code: _____ Number: _____
(Used by merSETA for electronic faxing of Request for Quotations, Contracts and Purchase orders)

Business e-mail : _____

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Review: CFO		Approved: CEO	

PART 2: TAXATION

Business Registration number (if applicable) _____
(in case of one-man concern, please furnish identity number plus copy of identity documents)

Section A: Individuals / Partnerships

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

Supplier Name:	
Natural Persons:	
Nationality:	
Income Tax reference number:	
Date of birth:	
If not a citizen of the RSA, furnish a certified copy of a work permit:	
If in possession of a tax directive, furnish a certified copy thereof:	

Question	Yes	No
1. Do you supply services on behalf of a Labour Broker?		
2. Are you subject to the control or supervision of Merseta? Including, but not limited to, the following: • 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: • Leave pay; • Medical aid; • Training; • Sick Leave.		
5. Will, or have you be/been in the full time employment of Merseta?		
6. Will you require of Merseta 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 Merseta 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 or weekly basis?		
8.2.1 Will you work solely for Merseta?		
8.2.2 Will you provide a written statement to this effect?		
8.2.3 How much will you be paid per day?		
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?		

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Question		Yes	No
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 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 Merseta, so require?		

Section B: Companies, CC's; Trusts etc

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

Supplier Name:	
Nature of legal entity:	
Date of incorporation:	

Question		Yes	No
1.	Are you a "Labour Broker" i.e. do you provide payment for supplying Merseta 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 Merseta? (For example secretarial employees would NOT be so engaged)		
4.	Would you be regarded as an employee of Merseta if the service was rendered by the person directly to Merseta, 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 Merseta? 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 Merseta? If "yes", please state the nature thereof:		
8.	Are you subject to the control or supervision of Merseta, 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 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		

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Question	Yes	No
(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:		

PART 3: OWNERSHIP

1. Please tick the appropriate block:

- Turnover

Less than or equal to R 25m	
Greater than R 25m	

2. Please indicate the existence and extent of any Internal Black Empowerment Programmes. *Details of such programmes may be annexed.*

3. Please complete each of the following tables by stating the number of people in each category:

- Ownership / Control

	African	Asian	Coloured	White
Male				
Female				
TOTAL				
Disabled				

- Management

	African	Asian	Coloured	White
Male				
Female				
TOTAL				
Disabled				

- Total staff profile

	African	Asian	Coloured	White
Male				
Female				
TOTAL				
Disabled				

- Skilled personnel

	African	Asian	Coloured	White
Male				

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Female				
TOTAL				
Disabled				

Previous name(s) of business (if applicable) _____

List of directors / owners / partners: *Attach your own list if the space provided is inadequate*

1. Name: _____

Position: _____ % Shareholding : _____

Identity Number _____ Nationality _____

2. Name: _____

Position: _____ % Shareholding : _____

Identity Number _____ Nationality _____

3. Name: _____

Position: _____ % Shareholding : _____

Identity Number _____ Nationality _____

4. Name: _____

Position: _____ % Shareholding : _____

Identity Number _____ Nationality _____

Are any of your directors/owners employed by merSETA? Please mention also whether your directors / owners / partners are ex-merSETA staff. Close relatives of your directors / owners with merSETA staff to be declared as well.

PART 4: SUPPLIER PROFILE

List all your products / services your business can supply to merSETA.

Attach separate list if space provided is not enough

Name 3 commercial references/referees of previous projects and provide their name(s) and telephone number(s):

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<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>
Does your business operate a Quality Management System covering the product/service applying for? (y/n) _____ Please elaborate: <div style="border-bottom: 1px solid black; margin-top: 10px;"></div> <div style="border-bottom: 1px solid black; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>

PART 5:REQUIRED DOCUMENTS

merSETA reserves the right to verify and /or follow-up on any of the claims made or references in this application form. Based on Treasury regulations merSETA will check any claims made in this submission.

This original signed vendor form must be accompanied with certified copies of the following documents below and must be included in your application:

- ✓ Copy of Company Registration Documents (Issued by the Registrar of Companies & Close Corporation)
- ✓ Attach an original cancelled cheque alternatively an original bank statement
- ✓ Current valid TAX clearance certificate
- ✓ Any other registration certificate pertaining to your relevant industry, e.g. ECB (Electrical Contractors Board)
- ✓ Company Organogram, showing your Holding and Subsidiary company(s), as well as operating divisions. Indicate ownership / shareholding that this company holds in any other company/ies.
- ✓ SBD 4
- ✓ SBD 6.1
- ✓ Company letter confirming bank details (must be signed)

Incomplete submissions will not be processed. This includes submission without the supporting documentation as stipulated above, in part 5:

I certify that I have the appropriate authority to furnish the above-mentioned information on behalf of my employer.

Name:	Signature:
Designation:	Date:

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Annexure A

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of 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 | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

- 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	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>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.</p>
18. Contract amendments	<p>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.</p>
19. Assignment	<p>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.</p>
20. Subcontracts	<p>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.</p>
21. Delays in the supplier's performance	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.