



**INVITATION TO BID**

**Appointment of a service provider to provide Web-based Online Systems maintenance services to the Council on Higher Education (CHE) for a period of eighteen (18) months on the 80/20 PPPFA, as amended.**

**CHE/CS/05/11/2015**

**CLOSING DATE: 04 December 2015**

**TIME: 11:00**

## **BID DOCUMENT INDEX PAGE**

**Bidders are to ensure that they have received all pages of this document, which consist of the following sub-documents:**

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## 1. Part 1-Invitation to Bid

You are hereby invited to bid for requirements of CHE

Description: **Appointment of a service provider to provide Web-based Online Systems maintenance services to the Council on Higher Education (CHE) for a period of eighteen (18) months on the 80/20 PPPFA, as amended.**

Bid Number: CHE/CS/05/11/2015 Closing Date: 04 December 2015

Closing time: 11:00am

Briefing session: 19/11/2015 at 14:00

Validity: Offer to be valid for **120** days from the closing date of the bid

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The successful bidder will be required to fill in and sign a written Contract Form

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Bid documents should be deposited in the tender box situated at:  
1 Quintin Brand Street  
Persequor Technopark  
Brummeria  
Reception area

**No faxes or emailed bids will be accepted**

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Bidders should ensure that bids are delivered timeously before the closing date and time to the correct address. If the bid is late, it will not be accepted for consideration.

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- Bids can be delivered between 08:00 and 16h30, Mondays to Fridays prior to the closing date and between 08:00 and 11:00am on the closing date.
- All bids must be submitted on the official forms (not to be re-typed).
- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
- Bids submitted that do not comply with the following may not be considered for evaluation:
  - A bid that is not in the format prescribed
  - A bid without some or all of the required documents
  - Pricing schedules not in the required format
  - Bids without the required number of copies
  - No bidder will be allowed to bid if they did not attend the compulsory briefing session.

Any queries regarding bidding procedures and technical information may be directed to:  
Name: Maeta Thobane  
Tel: 012 349 3903  
Email: [thobane.m@che.ac.za](mailto:thobane.m@che.ac.za)

**All bidders must furnish the following particulars and include it in their submission:**

- An Original Tax Clearance Certificate, valid at the date of submission of the bid, or exemption to pay taxes as issued by the South African Revenue Services.
- Proof of registration of an entity, CK1 and/or CK 2 and/or CM23;
- Original or certified copy of B-BBEE certificate;
- Full completion of SBD Forms;
- Compensation for Occupational Injuries and Diseases Act (COIDA) certificate of compliance;

- In the event the company is bidding as a Joint Venture, all members of the Joint Venture must submit all required documentation; and
- Recent audited financial statements.

**Failure to do so will result in your bid being disqualified**

Name of bidder:.....

Entity name: .....

Vat registration number: .....

Tax Clearance submitted: YES / NO

Postal address: .....

Street address: .....

Telephone number: Code..... Number: .....

Cellular number: .....

Facsimile Number: Code..... Number: .....

E-Mail: .....

**Contact details of responsible person who will act on behalf of the entity /consortium / joint venture for this**

Name and Surname: .....

Telephone number: Code..... Number: .....

Cellular number: .....

Facsimile Number: Code..... Number: .....

E-Mail: .....

**Contact details of alternative responsible person who will act on behalf of the person above should he/she not be available**

Name and Surname: .....

Telephone number: Code..... Number: .....

Cellular number: .....

Facsimile Number: Code..... Number: .....

E-Mail: .....

### TAX CLEARANCE CERTIFICATE REQUIREMENTS

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**PRICING SCHEDULE**

NAME OF BIDDER: .....	
BID NO: <b>CHE/CS/05/11/2015</b>	
CLOSING TIME 11:00	CLOSING DATE: 04 December 2015

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM

**DESCRIPTION BID PRICE IN RSA CURRENCY (INCLUSIVE OF VALUE ADDED TAX)**

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.....

Ceiling price in words.....

.....

3. Pricing Schedule

***NB: To be completed by all bidders. Failure to complete this questionnaire may result in disqualification***

Service Type	Estimated Total Hrs/Km for 18Months	Rate per hr/km (VAT Inclusive)	Total Amount for 18Months (VAT Inclusive)
HEQC-Online: Maintenance	420 hours		R
HEQSF-Online: Maintenance	420 hours		R
National Review-Online: Maintenance	420 hours		R
Contract Register-Online: Maintenance	20 hours		R
Information Management, Usability and quality assurances	50 hours		R
Travel	5 000 km		R
<b>Grand Total for 18Months (VAT Inclusive)</b>			

4. Are the rates quoted firm for the full period of contract? \*YES  /NO

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

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.....  
.....

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Any enquiries regarding bidding procedures may be directed to the –

SUPPLY CHAIN MANAGEMENT  
Maeta Thobane  
[thobane.m@che.ac.za](mailto:thobane.m@che.ac.za)  
Tel: 012 349 3903

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>“State” means –

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



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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:.....

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES  / NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES  / NO

2.11.1 If so, furnish particulars:

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

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Income Tax Reference Number</b>	<b>State Employee Number / Personnel Number</b>

**4. DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE  
PREFERENTIAL PROCUREMENT REGULATIONS 2011**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
<b>1.3.1.1 PRICE</b>	.....
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	.....
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based

Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

**4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

**5. Points awarded for B-BBEE Status Level of Contribution**

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution ..... = .....  
(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

**8 SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? .....%
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME? YES / NO  
(delete which is not applicable)

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm .....  
:

9.2 VAT registration number :.....

9.3 Company registration number  
.....  
:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]



9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.  
[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?  
.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

(f) CHE reserves the right to award business to more than 1(one) bidder.

**WITNESSES:**

1. ....

.....  
SIGNATURE(S) OF BIDDER(S)

2. ....

DATE:.....

ADDRESS:.....

.....

.....

### CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
	.
2	.....
	.

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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

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



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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## 2. Part 2- Condition of Bid

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
<b>1. GUIDELINE ON COMPLETION</b>					
1.1	Bidders must indicate compliance or non-compliance on a paragraph by paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking NO box. If the contents of the paragraph only need to be noted. Please mark the NOTED box. The bidders must clearly state if a deviation from these requirements are offered and the reason thereof. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in the manner may be considered incomplete and rejected. Should bidders fail to indicate agreement/compliance or otherwise, the CHE will assume that the bidder is not in compliance or agreement with the statement(s) as specified in this bid document				
1.2	Proper bids for the services specified must be submitted.				
<b>2. GENERAL CONDITION OF CONTRACT</b>					
2.1	The General Conditions of Contract must be accepted.				
<b>3. ADDITIONAL INFORMATION REQUIREMENTS</b>					
3.1	During evaluation of bids, additional information may be requested in writing from bidders. Replies to such must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.				
<b>4. VENDOR INFORMATION</b>					
4.1	All bidders will be required to complete a vendor information form detailing the organization's complete profile.				
<b>5. QUESTIONNAIRE : BROAD BASED BLACK ECONOMIC EMPOWERMENT</b>					
5.1	All bidders will be required to complete a Broad Based Black Economic Empowerment form detailing the organisation's complete profile(Not applicable in case of individuals bidding)				

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
<b>6. CONFIDENTIALITY</b>					
6.1	The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.				
6.2	All bidders are bound by a confidentially agreement preventing the authorized disclosure of any information regarding CHE or of its activities to any other organization or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the CHE.				
<b>7. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT</b>					
7.1	Copyright of all documentation relating to this assignment belongs to CHE. The successful bidder may not disclose any information, documentation or products to other client without the written approval of CHE.				
7.2	In the event that the Company would like to use any information or data generated in terms of the services, the prior written permission must be obtained from CHE.				
7.3	CHE shall own all material produced by the company during the course of, or as part of the services.				
7.4	This clause 7 shall survive termination of this agreement.				
<b>8. PAYMENTS</b>					
8.1	CHE will pay the Company the fee as set out in the final contract. No additional amounts will be payable by CHE to the contractor.				
8.2	The contractor shall from time to time during the duration of the contract, invoice CHE for the services rendered. No payment will be made to the contractor unless an invoice has been submitted to CHE.				
8.3	Payment shall be made into the bidder's bank account within 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded)				
8.4	The contractor shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other moneys required to be paid in terms of applicable laws.				

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
<b>9. NON COMPLIANCE WITH DELIVERY ITEMS</b>					
9.1	As soon as it becomes known to the contractor that he/she will not be able to deliver the goods/services within the delivery period/or against the quoted price and/or as specified, the CHE must be given immediate written notice to this effect. The CHE reserves the right to implement remedies as provided for in the GCC				
<b>10. WARRANTIES</b>					
10.1	The Company warrants that:  It is able to conclude the Agreement to the satisfaction of CHE				
10.2	Although the contractor will be entitled to provide services to persons other than CHE, the contractor shall not without the prior written consent of CHE, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the services.				
<b>11. PARTIES NOT AFFECTED BY WAIVER OR BREACHES</b>					
11.1	The waiver (whether expresser implied) by any party of any breach of the terms or conditions of this agreement by the other party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.				
11.2	No favour, delay, relaxation or indulgence on the part of any party in exercising any power or right conferred on such party in terms of this Agreement shall operate as a waiver of such power or right under this agreement				
<b>12. RETENTION</b>					
11.1	On termination of this agreement, the contractor shall on demand hand over all documentation, information, software, etc., without the right of retention, to the CHE				
11.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.				

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
<b>13. SUBMITTING BIDS</b>					
13.1	An original plus four (4) copies of the bid, i.e. five (5) documents in total should be handed in/delivered to:				
13.2	Supply Chain Officer Council on Higher Education (CHE) 1 Quintin Brand Street, Persequor Technopark Brummeria, 0002				
<b>NB:</b> Bidders are to indicate on the cover of each document whether it is the original or a copy.					
13.3	Bids should be in a sealed envelope, marked with: <ul style="list-style-type: none"> <li>• Bid number (<b>CHE/CS/05/11/2015</b>)</li> <li>• Closing Date and time (04/12/2015 at 11:00)</li> <li>• The name and address of the tenderer.</li> </ul>				
<b>14. LATE BIDS</b>					
14.1	Late submissions will not be accepted. A submission will be considered late if it arrived only one second after <b>11:00</b> or anytime thereafter. The Bid box shall be locked at exactly <b>11:00</b> and Bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.				
<b>15. BRIEFING SESSION AND CLARIFICATIONS</b>					
15.1	A compulsory briefing session will be on the 19/11/2015 at <b>14:00</b> at the CHE Offices.				
15.1.1	Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (letter, facsimile or email)  The bid number should be mentioned in all correspondence				
<b>16. DETAILS OF PROPOSAL DOCUMENTS</b>					
16.1	<b>Part 1 : Invitation to Bid</b> Bidders must complete and submit the "Invitation to Bid" document.				

16.2	<b>Part 2 : Compliance to Special Conditions of Bid and Noting of Evaluation Process and Criteria</b> Bidders must complete all SBD documents. Indicating compliance/non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.				
16.3	<b>Part 3 : SARS and Tax Clearance Certificate</b>				
<b>No</b>	<b>Conditions</b>	<b>Confirmation</b>			
		<b>Yes</b>	<b>No</b>	<b>Noted</b>	<b>If no indicate deviation</b>
	<b>3.1</b> An original SARS Tax Clearance Certificate must accompany the proposal. In the case of a consortium/ joint venture, or where sub-contractors are utilized, an original SARS Tax Clearance Certificate for each consortium/ joint venture member and/or sub-contractor (individual) must be submitted. In case of non-availability of Tax Clearance Certificate for bidders who will be bidding as individuals, letter from SARS certifying that the individual's tax matters are in order should be attached.				
	<b>3.2</b> B-BBEE Certificate(s).NB: In case of non-availability of B-BBEE Certificate for bidders who will be bidding as individuals, ID copies should be attached.				
16.4	<b>Part 4 : Declaration of interest</b> Bidders must complete and submit the Declaration of Interest				
16.5	<b>Part 5: Standard Bid Documentation</b> Bidders must complete and submit all required documentation.				
16.6	<b>Part 6:Technical Approach</b> Bidders must indicate/demonstrate their understanding of this assignment and how they will approach it				
16.7	<b>Part 7: Experience in this field</b> Bidders should provide at least the following information: <ul style="list-style-type: none"> <li>• Details of contracts for similar/related work within the last 3 years.</li> <li>• Contract details of a minimum of 3 organisations for which work was done</li> </ul>				
16.8	<b>Part 8: Term details</b>				
16.8.1	In this section bidders must provide details of the team named in previous part.				

16.8.2	They should provide a summary chart containing all the people to be used.				
16.8.3	For each team member there must be: <ul style="list-style-type: none"> <li>A brief capability statement indicating clearly why they are suitable to fill their position</li> <li>A complete curriculum vitae. A format is provided as a guideline for the compilation of the CV's</li> </ul>				
16.9	<b>Part 9: Pricing Schedule</b>				
<b>No</b>	<b>Conditions</b>	<b>Confirmation</b>			
		<b>Yes</b>	<b>No</b>	<b>Noted</b>	<b>If no indicate deviation</b>
16.9.1	All costs related to this assignment are to be allowed for in the pricing schedule and formats prescribed.				
16.9.2	A pricing schedule with one of the specified elements omitted from the costing may be considered non responsive.				
<b>17. PRESENTATION</b>					
17.1	The CHE reserves the right to invite bidders for presentation before the award of the bid, as part of evaluation process.				
<b>18. NEGOTIATIONS</b>					
18.1	The CHE has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.				
18.2	The CHE shall not be obliged to accept the lowest of any quotation, offer or proposal.				
19.3	Despite preferential procurement regulations 3(4), 4(4), 5(4), 6(4) and 8(8) that state that only the proposal with the highest number of points may be selected, a contract may, on reasonable and justifiable grounds, be awarded to a proponent that did not score the highest number of points.				
18.4	All Bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of CHE or his written authorized delegate				

18.5	Documents submitted by bidders will not be returned.				
<b>19. DOMICILIUM</b>					
19.1	The parties hereto choose domicilia citandi et executandi for all purposes of and in connection with the final contracts as follows:				
<b>No</b>	<b>Conditions</b>	<b>Confirmation</b>			
		<b>Yes</b>	<b>No</b>	<b>Noted</b>	<b>If no indicate deviation</b>
19.2	Council on Higher Education 1 Quintin Brand Street Persequor Technopark Brummeria 0002				
19.3	The Service Provider: .....				



### 3. Part 3- Terms of Reference

#### PROVISION OF WEB-BASED ONLINE SYSTEM MAINTENANCE

##### 1. Purpose

The purpose of this bid is to invite qualified service providers to submit bids with for the provision of Web-based Online System Maintenance for a period of eighteen (18) months to the Council on Higher Education (CHE).

##### 2. Background

The Council on Higher Education (CHE) is an independent statutory body established by the Higher Education Act, No 101 of 1997, as amended. The CHE as the Quality Council for Higher Education advises the Minister of Higher Education and Training on all higher education policy issues, and is responsible for quality assurance and promotion through the Higher Education Quality Committee (HEQC). More information on the CHE can be obtained from the website <http://www.che.ac.za>.

##### 3. Project Description

The CHE's objectives of partnering with a Web-based Online System Maintenance service provider are:

- a) To provide Web-based online system support to the CHE.
- b) To manage all aspects of the services contracted.
- c) Maintenance of the following:
  - HEQC-*Online*
  - HEQSF-*Online*
  - National Reviews-*Online*
  - Contract Register-*Online*

The primary users of the HEQC-*online*, HEQSF-*online* and the National Reviews-*online* systems are public and private higher education institutions as well as internal CHE staff and Committee members.

*NB: User numbers are described as per Annexure A.*

##### 4. Current Technical Specifications

###### 4.1 Current Technical Specifications for Web Applications

Specification for the maintenance of Web Applications in support to the business of the CHE;

The provision of the ICT services to the CHE will be maintenance of a number of online applications servicing specific areas of the higher education sector. These applications will service a national client base with the provision of tools that capture, manage and report on the activities of the CHE. The provision of services to the CHE in terms of web applications will include (1) HEQC-*Online*, (2) HEQSF-*Online*, (3) National Reviews-*Online*, and (4) Contract Register-*Online*.

###### 4.2 Hardware and Supporting Infrastructure

The bid must consider the technical specifications of the existing infrastructure. The existing systems are PHP sourced over a MySQL database. The aspects of back-up and recovery must also be addressed.

### 4.3 Current Network Infrastructure

CHE's network consists of 48 port Dell Power over Ethernet (PoE) Switches, supported by 3COM 4400 and 3COM 3300 switches. All switches are located in the server room. The only protocol that is allowed over the network is IP and all appliances are set-up to only use IP traffic. The telephone VLAN runs separately. The routers are connected via ADSL lines to the internet service provider. The CHE's main internet traffic runs over DSL to TENET (Tertiary Education Network) and the HEQC-online server runs on a dedicated ADSL to provide internet.

The main internet traffic is routed via a Linux firewall that controls the SPAM, web proxy and external DNS of the CHE. The firewall scripts are inspected and maintained regularly. The firewall only allows for web traffic and emails to enter the CHE and all other traffic that is not for administrative functions. The CHE systems are maintained by a firewall on the HEQC server. Both internet access points are secured by Linux firewall scripts.

CHE acquired their internet facility from TENET that offers the following:

- 2Mb (International Bandwidth)
- 1Gb(National)
- 1Gb Backbone

### 4.4 Infrastructure overview of the CHE

<b>VMware 1 Dell Power Edge R710</b>	<b>Memory (GB)</b>	<b>vCPU</b>	<b>Disk 1</b>	<b>Disk 2</b>	<b>Total Disk (GB)</b>
<b>Total</b>	<b>24</b>	<b>12</b>	<b>274</b>	<b>836</b>	<b>1110</b>
<b>Delego</b>	<b>16</b>	<b>4</b>	<b>190</b>	<b>810</b>	<b>1000</b>
<b>Firewall</b>	<b>4</b>	<b>4</b>	<b>80</b>		<b>80</b>
<b>Free</b>	<b>27</b>		<b>4</b>	<b>15</b>	<b>19</b>
<b>VMware 2 Dell PowerEdge R720</b>	<b>Memory (GB)</b>	<b>vCPU</b>	<b>Disk 1</b>		<b>Total Disk (GB)</b>
<b>Total</b>	<b>32</b>	<b>12</b>	<b>2200</b>		<b>2200</b>
<b>Ignus</b>	<b>3</b>	<b>4</b>	<b>104</b>		
<b>Institutio (off)</b>	<b>0</b>	<b>0</b>	<b>530</b>		
<b>RT</b>	<b>1</b>	<b>4</b>	<b>130</b>		
<b>XP</b>	<b>1</b>	<b>1</b>	<b>50</b>		
<b>FASPINO</b>	<b>16</b>	<b>8</b>	<b>850</b>		
<b>HEQC-Server</b>	<b>3</b>	<b>4</b>	<b>150</b>		
<b>Free</b>	<b>2</b>		<b>586</b>		<b>736</b>

## 5. Scope of Work

The service provider shall render the following Web Based Online System Maintenance services:

- a) Corrective, preventative and perfective maintenance\*;
- b) Ensure Online Systems support is available 24/7;
- c) Regular communication with and reporting to relevant CHE Staff members;
- d) Adequate transfer of skills to relevant CHE Staff members;
- e) Monitoring the performance of HEQC server;
- f) Generate ad hoc reports as per CHE's request.

## 6. CHE Requirements

- a) Provide five (5) CVs indicating the experience and qualifications of the personnel proposed to provide the service.
- b) Provide company registration documents, board of directors and management and copy of identity documents. All documents must be certified.
- c) Provide original and Valid Tax clearance certificate.
- d) Provide original or certified copy of BBBEE Certificate
- e) Provide recent audited financial statement.
- f) Provide COIDA certificate.
- g) Provide at least two reference letters from previous clients where a similar project was completed.

*\* NB: CHE will conduct on screening of mandatory documents to check whether bidders meet compliance requirement. Not providing these documents may result in the bidder being disqualified from evaluation.*

## 7. Service Level Agreement

The relationship between the CHE and the successful service level agreement will be managed through a Service Level Agreement (SLA) and proper procedures must be in place to manage, monitor and report as stipulated. It is recommended that the SLA content at a high level be included in the specifications. For example:

- Availability of online system must be guaranteed at 98%,
- Database backup must be done incrementally on a daily basis (if transactional)
- File server backup must be done incrementally on a daily basis
- One service level management meeting once per month with SLM report submitted and approved by Project Committee
- Support guaranteed at 24/7 (or from 07:30 to 17:30 daily except Saturday, Sunday and Public Holidays)
- Other necessary high level requirements.

## 8. Period of Assignment

The duration of this project is eighteen (18) months after the signing of a contract by the successful bidder. All work is to be carried out in accordance with the time schedule as agreed with the CHE.

## 9. Reporting

The service provider will submit regular reports to the CHE as required.

**10. Performance Measures**

The performance measures for the Web-based Online System maintenance will be closely monitored by the CHE.

**11. Briefing Session**

CHE officials will conduct a compulsory briefing session on **19 November 2015 at 14h00**. No bidder will be allowed to bid if they did not attend the compulsory briefing session.

**12. Oral presentations and briefing sessions**

Bidders who submit bids in response to this request for bid may be required to give an oral presentation, which may include, but is not limited to, service demonstration. This provides an opportunity for the vendor to clarify or elaborate on their service. This is a fact finding and explanation session only and does not include negotiation. CHE shall schedule the time and location of these presentations. Oral presentation is an option of the CHE and may or may not be conducted.

**13. Mandatory Documents**

- a) Original and valid tax clearance certificate;
- b) Original or certified copy of B-BBEE certificate;
- c) Full completion of SBD Forms;
- d) Certified proof of registration of an entity, CK1 and/or CK 2 and/or CM23;
- e) Compensation for Occupational Injuries and Diseases Act (COIDA) certificate of compliance;
- f) In the event the company is bidding as a Joint Venture, all members of the Joint Venture must submit all required documentation; and
- g) Recent audited financial statements.

*\*NB: CHE will conduct on screening of mandatory documents to check whether bidders meet compliance requirement. Not providing these documents may result in the bidder being disqualified from evaluation.*

**14. Evaluation Criteria**

The minimum threshold for functionality is **80 out of 100** points. All bids that meet the minimum threshold will advance to the review and scoring of points of price and BBEE. All bids that do not meet the minimum threshold will not advance further for evaluation of Price and BBEE.

The bids received from potential service provider will be evaluated in accordance with the 80/20 preference point system as stipulated in the Preferential Procurement Policy Framework Act (Act 5 of 2000), as amended.

Criterion	Maximum Points to be awarded
<b>Functionality</b>	
1.1. Capacity to deliver: <ul style="list-style-type: none"> <li>• Bidders must provide a portfolio showing previous experience of development and maintenance of custom built systems.</li> </ul>	40

1.2. Provide five (5) CVs indicating the experience and qualifications of the personnel proposed to provide the service.	25
1.3. Customer Services and Reporting <ul style="list-style-type: none"> <li>Bidders must provide an indication of the average response time to maintenance requests.</li> <li>Bidders must provide contingency plans in their proposal for system failure.</li> </ul>	30
1.4. Provide audited financial Statement	5
<b>Total points for Functionality</b>	<b>100</b>
The Minimum requirement for functionality out of 100 is	<b>80</b>
<b>Price</b>	
Points allocated for price	<b>80</b>
<b>B-BBEE Status Points</b>	
Points allocated for B-BBEE	
LEVEL 1	20
LEVEL 2	18
LEVEL 3	16
LEVEL 4	12
LEVEL 5	8
LEVEL 6	6
LEVEL 7	4
LEVEL 8	2
Non-Compliant contributor	0
Total For B-BBEE preference Points	20

**15. BID EVALUATION PROCESS**

- Bidders will be evaluated on functionality and price in accordance with the Supply Chain Management Policies as well as the Preferential Procurement Policy Framework Act 5 of 2000, as amended.
- The evaluation will be conducted by an evaluation panel who will evaluate all bids using the **80/20 preference points system**.
- Bidders must score a minimum of **80** points on functionality to be considered for the next stage of evaluation.
- Functionality will be scored as stated in the table above (Evaluation Criteria).

## Annexure A

1. **Software Maintenance-** is a process of modifying a software system or component after delivery to correct faults, improve performance or other attributes, or adapt to a changed environment.

### 1.1 Types of Maintenance

- **Corrective maintenance** - deals with the repair of faults or defects found in day-today system functions. A defect can result due to errors in software design, logic and coding.
- **Perfective maintenance** - involves making functional enhancements to the system in addition to the activities to increase the system's performance even when the changes have not been suggested by faults. This includes enhancing both the function and efficiency of the code and changing the functionalities of the system as per the users' changing needs.
- **Preventive maintenance** - involves performing activities to prevent the occurrence of errors. It tends to reduce the software complexity thereby improving programme understandability and increasing software maintainability. It comprises documentation updating, code optimisation, and code restructuring

## 2. System functionalities

The maintenance of the web based online system will require expertise and demonstrated support of a number of functional areas. The systems entail the process of submission of proposals from higher education institutions to be considered for approval and/or accreditation. The systems mentioned above are strongly process driven; database supported and requires a number of common functionalities.

Some of the important system functionalities are:

### 2.1 Role-Based Users and Authentication

Maintenance must include role-based user registration where certain areas of the application are available to the variously defined roles. Roles are determined by the process flow and procedure of the system

### 2.2 Work Flow Functionality

Much of the maintenance will consider the user roles in conjunction with the process flow and must then support the management of the various processes via work flow functionality.

### 2.3 Document Uploading

An important aspect of maintenance will be the workflow functionality of uploading of documentation from the various users.

**3. The following numbers of users are currently registered on the system:**

**3.1 HEQC-online**

The online management of programme accreditation

- Seven hundred and eighty (780) Institutional Administrators.
- Seven hundred and ninety nine (799) Evaluators
- One thousand six hundred and eleven (1611) Institutional users
- Twenty-nine (29) internal users

**3.2 HEQSF-online**

The national database of higher education programmes

- Two hundred and forty five (245) Institutional Administrators.
- Five hundred and ten (510) Institutional users
- Nineteen (19) internal users

**3.3 National Reviews-online**

The National Reviews are about re-accrediting existing programmes offered at higher education institutions and form part of the CHE's quality assurance system. One of its aims is to increase public confidence in higher education programmes and qualifications.

- Four (4) internal users;
- Twenty-three (23) Institution administrators;
- Ten (10) Reference Group members;
- Ten (10) National Review Committee members, and;
- Forty-five (45) Panel reviewers.

**3.4 Contract Register-online**

The CHE Contract Register assists users in complying with audit requirements through the management and monitoring of consultant/service provider contracts. Authorised users are required to capture and update the details of contracts with consultants/service providers.

- Only fifteen (15) internal users

*\*NB: Users have different access rights, depending on the assigned security groups and users*

#### 4. Part 4 –Evaluation criteria and process

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
<b>1. EVALUATION PROCESS</b>					
<b>1.1 COMPLIANCE WITH MINIMUM REQUIREMENTS</b>					
1.1.1	All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further adjudication.				
<b>1.2 PRICE FUNCTIONALITY AND PREFERENCE POINTS</b>					
1.2.1	All remaining bids will be evaluated as follows :				
1.2.2	All bids will be evaluated for functionality up to the total of <b>100 points</b> , thereafter and a further <b>80 points</b> for price, and <b>20 points</b> for BEE points will be awarded as set out in the preference points claim form(s)				
<b>1.3 DETERMINATION OF PERCENTAGE FOR FUNCTIONALITY</b>					
1.3.1	The evaluation criteria and weights for functionality as indicated in Table 1, will apply.				
1.3.2	<p>The percentage scored for functionality should be calculated as follows:</p> <p>Each panel member shall award values for each individual criterion on a score sheet. The value scored for each criterion shall be multiplied with the specific weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks should be added to obtain the total score. The following formula should then be used to convert the total score to a percentage for functionality:</p> $Ps = \frac{So}{Ms} \times Ap$ <p>Where:</p> <p>Ps = percentage scored for functionality by bid/proposal under consideration            So = total score of bid/proposal under consideration            Ms = maximum possible score            Ap = Percentage allocated for functionality</p>				



No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
	<p>The percentages of each panel member shall be added together and divided by the number of panel members to establish the average percentage obtained by each individual bidder for functionality</p> <p>After calculation of the percentage for functionality, the price of all bids that obtained the minimum score <b>80 points</b> for functionality should be taken into consideration.</p>				
<b>1.4 ELIMINATION OF PROPOSALS ON GROUNDS OF FUCTIONALITY</b>					
1.4.1	Bids that score less than <b>80 points</b> will be eliminated from further consideration. Points will therefore not be awarded for their cost proposals or for preference.				
<b>1.5 DETERMINATION OF PERCENTAGE FOR PRICE</b>					
1.5.1	<p>The percentage scored for price shall be calculated as follows:</p> <p>The lowest acceptable bid/proposal (adjusted or not), will obtain the maximum percentage allocated for prices (adjusted or not).</p>				
1.5.2	<p>The points scored out of 80 shall be calculated according to the formula.</p> <p>The 80/20 preference point system (below R1 000 000)</p> $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>Ps= percentage scored for price by bid/proposal under consideration</p> <p>Pmin= lowest acceptable bid/proposal</p> <p>Hs= price of bid/proposal under consideration</p> <p>Rs= percentage scored for functionality and price by bid/proposal under consideration.</p>				

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
<b>1.6 COMBINING PRICE AND B-BBEE STATUS PREFERENCE POINTS</b>					
1.6.1	The B-BBEE preference points for each bid will now be added to the price(see 1.5.2)				
1.6.2	The Evaluation Committee may recommend that the contract be awarded to the bidder obtaining the highest aggregate mark as determined by 1.6.1 or to a lower scoring bid on justifiable grounds.				
<b>1.7 ADJUDICATION OF BID</b>					
1.7.1	The Evaluation Committee will consider the proposals and make the recommendations to the Procurement Committee. The successful bidder obtaining the highest aggregate mark as determined by 1.6.1 or to a lower scoring bid on justifiable grounds.				

## 5. PART 5: Curriculum Vitae-Template

### CURRICULUM VITAE TEMPLATE (Attach five (5) CV's)

Proposed role in the project \_\_\_\_\_

1. Surname: \_\_\_\_\_

2. First name: \_\_\_\_\_

3. Nationality: \_\_\_\_\_

4. Education :

Institution ( Date from – Date to)	Degree(s) or Diploma(s) obtained:

5. Language skills: Indicate competence on a scale of 1 to 5 (1 – excellent; 5 – basic)

Language	Reading	Speaking	Writing

6. Membership of Professional bodies: \_\_\_\_\_

7. Other skills: (Computer literacy etc.) \_\_\_\_\_

8. Present Position: \_\_\_\_\_

9. Years within the organisation: \_\_\_\_\_

10. Key qualifications: (Relevant to the project) \_\_\_\_\_

11. Relevant Experience :

Country	Date from – Date to

12. Professional experience:

Date from – Date to	Location	Company	Position	Description

Please provide more relevant information if space provided above is not sufficient.

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

## **GOVERNMENT PROCUREMENT**

### **GENERAL CONDITIONS OF CONTRACT July 2010**

#### **NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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



RSA.

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

obligations of the supplier covered under the contract.

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

**2. Application**

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

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

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

**3. General**

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

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

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

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

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

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

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

**14. Spare parts**

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

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

**15. Warranty**

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

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

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

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

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

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

**16. Payment**

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

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

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

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

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

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

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

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

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause

21.2 without the application of penalties.

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

**22. Penalties**

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

**23. Termination for default**

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

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

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



may be due to him.

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

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

Js General Conditions of Contract (revised July 2010)

**CHECKLIST FOR COMPULSORY DOCUMENT TO BE ATTACHED TO THE TENDER DOCUMENT**

NR	DOCUMENTS	TICKS
1	Company registration forms	
2	SARS Certificate (Original Valid Tax Clearance Certificate)	
3	B-BBEE Rating Certificate	
4	Joint Venture agreement (where applicable)	
5	Shareholder/members certified copied of ID	
6	Resolution (letter)	
7	Compensation for Occupational Injuries and Diseases Act (COIDA) certificate of compliance	
8	Recent audited financial statements	
9	Full completion of SBD Forms.	

**\*if the above documentation is not attached, your bid submission may be invalid**