NATIONAL LIBRARY OF SOUTH AFRICA

228 Johannes Ramokhoase Street
Private Bag X397
Pretoria
0001

5 Queen Victoria Street
Cape Town
8001

READVERTISEMENT OF TERMS OF REFERENCE/ SPECIFICATIONS FOR PROCUREMENT OF AN INTEGRATED LIBRARY MANAGEMENT SYSTEM (LMS) FOR THE NATIONAL LIBRARY OF SOUTH AFRICA

Bid No: NLSA 01/2026-2027

Should you wish to deliver Bid documents, please note that the NLSA's working hours are from **08h00** to **17h00** on weekdays. Upon the submission of the Bid Documents Service Providers are requested to sign the register at reception.

COMPULSORY BRIEFING SESSION: N/A

CLOSING DATE: 01 June 2026 **TIME: 11H00**

BID DOCUMENTS ARE AVAILABLE ON

- NLSA website (www.nlsa.ac.za/tenders-and-procurement)

NB. Completed Bid Documents must be deposited at the following address.

ADDRESS	CLOSING DATE	TIME
NLSA **Pretoria Campus**, 228 Johannes Ramokhoase Street, Pretoria CBD.	**01 JUNE 2026**	**11H00**

1. BACKGROUND

1.1. National Library of South Africa (NLSA), hereafter referred to as NLSA, is a world class African National Library and Information Hub. The NLSA is responsible for collecting, recording, preserving, and making available the national documentary heritage of South Africa. The NLSA promotes awareness, appreciation, and access to published documents, nationally and internationally and in doing so contributes to the development and prosperity of South Africa. The NLSA has Campuses in Pretoria and Cape Town.

1.2. The NLSA has over 2, 5 million items of which some are on the current system, and some are still to be added. The NLSA collections are diverse and include manuscripts, photographs, monographs, serials, and digital images among others. The NLSA is also receiving electronic publications whing need to be managed within an integrated LMS.

1.3. Furthermore, NLSA is using several third-party systems, which need to be integrated and accessible through the LMS. The NLSA user population is spread out across the country and globally, therefor remote access as well as on site access are very critical for the NLSA to deliver on its mandate

2. SCOPE OF WORK

2.1. NLSA seeks to appoint a suitably qualified service provider to supply and render an Integrated Library Management System for a five-year period. The system should be able to handle large volumes of bibliographic records, user information, transaction data, and more.

2.2. The solution must provide full support for secure and standards-based API integration to enable interoperability with existing organisational systems, applications, and third-party platforms. The system must include well-documented Representational State Transfer RESTful or equivalent Application Programming Interface APIs that allow seamless data exchange, automated workflows, system-to-system communication, and real-time synchronisation. The API framework must support authentication, authorisation, encryption, and audit logging to ensure compliance with the organisation's security and governance requirements. The solution must be designed to integrate with current and future systems without requiring custom development that could limit scalability or upgradeability.

2.3. The solution must support strong encryption mechanisms (such as AES-256 for data at rest and TLS 1.2+ for data in transit). Encryption keys must be securely managed, regularly rotated, and protected from unauthorised access. No solution may store or transmit unencrypted sensitive or confidential information.

2.4. The solution must include or support an **AI-powered search capability** that enables advanced discovery, retrieval, and analysis of organisational information.

2.5. The solution must provide or support chatbot capabilities that enable automated, intelligent, and user-friendly interactions across digital platforms. The chatbot must leverage natural language processing (NLP) and machine learning to understand user queries, provide accurate responses, guide users through processes, and escalate complex issues to human support channels when necessary.

Chatbot functionality must include:

2.5.1. 24/7 self-service support for common queries

2.5.2. Integration with organisational systems through secure APIs

2.5.3. Ability to access and retrieve information from approved data sources

2.5.4. Multi-language support, including local languages where required

2.5.5. Context-aware conversation flows and adaptive learning to improve accuracy over time

2.5.6. Compliance with data protection, privacy, and security standards

2.5.7. Audit logging and reporting of interactions for monitoring and improvement

3. NLSA'S RIGHTS

3.1. The NLSA is entitled to amend any tender conditions, tender validity period, tender terms of reference, or extend the tender's closing date, all before the tender closing date. All Bidders, to whom the Bid documents have been issued and where the NLSA have record of such Bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on the NLSA's website under the relevant Bid information. All prospective Bidders must, therefore, ensure that they visit the website regularly and before they submit their Bid response to ensure that they are kept updated on any amendments in this regard.

4. DURATION OF THE PROJECT

4.1. The duration of the contract is FIVE YEARS.

The appointed service provider(s) shall make an undertaking that the turnaround time to supply and deliver is within 90 days, unless specified otherwise or agreed in the Service Level Agreement (SLA).

5. CONDITIONS OF THE BID

5.1. The NLSA reserves the right not to accept the lowest proposal.

5.2. The NLSA reserves the right to appoint one or more Bidders.

5.3. The NLSA reserves the right not to award the contract.

5.4. The NLSA reserves the right to have any documentation, submitted by the successful Bidder checked or inspected by any other person or organisation.

5.5. The General Conditions of Contract will be applicable to this Bid.

5.6. The NLSA will not be held responsible for any costs incurred by the Bidder in the preparation and submission of the Bid.

5.7. The Bidder may be required to prepare for a presentation, and the Bidder shall be notified thereof in good time before the actual presentation date. Such a presentation may include a practical demonstration of products or services as called for in this Bid.

5.8. No upfront Payment will be done by NLSA.

5.9. The bid is valid for a period of 120 days and may be extended at the discretion of the NLSA.

6. EVALUATION CRITERIA

6.1 Pre evaluation (standard bid documents)

6.1.1 Fully Completed SBD 1, SBD 3.1, SBD 4, SBD 6.1, SBD 7.2 forms.
6.1.2 The bidder must be registered on the Central Supplier Database (CSD).

6.2 **Mandatory Technical Criteria (COMPULSORY)**

Please tick YES or NO if the proposed solution offers the following:

No	Item	Description	Details	Available (Yes/No)
1	**System Requirements**			
1.1		Operating system	Windows and Mac OS	
1.2		Database support	Whether it's a relational database like MySQL or PostgreSQL or a NoSQL database, the system should be able to handle large volumes of data and scale as the library grows.	
1.3		Architecture	Software-As-A-Service (SaaS) solution supported by API	

			Support multiple browsers, e.g. Microsoft Windows Browser (Edge, Chrome, Firefox and Safari)	
			Mobile compliant either via web interface or app discovery	
1.4		Security features	Security features to handle sensitive data, transaction history and prevent unauthorized access	
			Data encryption	
1.5		Security of digital content	IP protected to prevent abuse of intellectual property	
1.6		Backup and data recovery plan	Cloud storage solution	
			Disaster recovery mechanism	
			Automatic and real time updates	
1.7		User access control	Authentication methods for role-based user access: · Administrators · Management · Librarians · General users · Public	
1.8		Accessibility	· Remote access · Adhere to web accessibility standards (include people living with disabilities) · Collaborative tools to improve workflow efficiencies · Accessible on mobile platforms	
1.9		Integration and compatibility	Compatible with assistive technologies, e.g. digitization, web harvesting, ISBN management systems, etc.	
			Ability to integrate with other enterprise and third party systems	
1.10		Scalability	The system should be able to handle a growing number of items (collections), different formats, users, and transactions without performance degradation	
			Adapt to technological development	
1.11		Reliability and performance	Must have an uptime and availability of 99,5% measured on monthly basis, excluding downtime for planned maintenance	
2. Discovery				
2.1		Discovery interface and customisation	Discovery app with responsive design, full branding and local customization without vendor	

			intervention and support for multilingual interfaces.	
			User friendly, accessible across devises.	
2.2		Unified search & metadata	Single search across all content types (catalogue, e-resources, IR, research data), enriched metadata: TOC, book covers, abstracts, FRBR clustering and deduplication, full MARC and RDA support. Correct display of non-Roman scripts and diacritics.	
2.3		Search & filtering	Basic and advanced search, faceted navigation and multiple filters (branch, format, date, availability). Weighting to provide for local holdings preference. Sort by date, relevancy ranking, author and title etc. Indicate ways to sort. Spellcheck, suggestions, peer-reviewed/full-text filters, Publication Finder and ability to limit by format (e.g. books, journals, etc). Indicate formats to limit by.	
2.4		Patron services	Batch updates from manual entry, allow for multiple addresses, unlimited patron types, search by multiple fields, notes, blocks, history retention, privacy options. Allow notes to be entered which will pop-up when patron records are opened. Must automatically add e.g. the name of the staff member who created the note. Allow a report per staff member with notes created.	
2.6		Integration with other systems	Integration with acquisitions (PDA/DDA), circulation (already in 3.4), LibGuides. Display all serial formats, Integration with Institutional Repository	
2.7		Performance & UX enhancement	The system should cater for persistent links, clustering (already in 3.2), authorship RDA relationships for quick new search of each name, staff MARC view, optimized recall/precision, fully responsive design for mobile and desktop.	
2.9		Usage statistics	The system should provide extensive usage statistics with graphs and downloadable and customizable reports.	

2.10		Chatbot	The system should cater for chatbots	
2.11		AI and future readiness	AI driven predictive search and personalization.	
			Continuous update to integrate new emerging technologies	
2.12		Compliance standards	Vendor must adhere to: NISO standards (Open Discovery Initiative, KBART), MARC21, RDA, Dublin Core for metadata, COUNTER and SUSHI for usage stats, Linked data and BIBFRAME for interoperability.	
2.13		Software compliance practices	RESTful APIs, microservices architecture, regular security patches and feature updates, Open APIs for third-party integrations.	
3. Access Management				
3.1	Use access management	User access functionalities	Should be able to filter, check availability, provide real time information on the status of an item	
			Allow for notification, e.g. long overdue notices and new items available based on user behaviour	
			Communication and interaction with users including, AI Library Assistant (chatbot)	
			Real time analytics of users' information use trends	
			The system must provide configurable automation for end-to-end processing of requests. This includes routing tasks to appropriate staff, sending automated notifications to patrons, managing approvals, and tracking task completion for all request types, including interlibrary loans and deliveries. Requesting of catalogue (print) items by taking the following into consideration: Users will place a request on an item in the discovery system.	
			Billing functionality	
			Booking functionality for library resources	
3.2		Administrator funtionalities	**User & Role Management**. Create, edit, deactivate, and delete user accounts.Assign and manage user roles, permissions, and access rights Enforce multi-factor authentication (MFA) and password policies	

			System Configuration Configure system settings, workflows, automation rules, and organisational preferences Manage integrations, API settings, and connectivity to other systems Customise templates, forms, dashboards, and metadata fields	
			Security & Compliance Management Manage encryption settings, data protections, and security controls Monitor user activity logs and audit trails Apply and enforce data retention policies and compliance standards	
			Content & Data Management Upload, update, archive, or delete records or content in accordance with roles Oversee storage usage, version control, and data integrity Manage backups, restoration processes, and data migration	
			System Monitoring & Reporting Access system health monitoring tools (performance, uptime, capacity) Generate and export administrative and operational reports Track errors, performance issues, and system notifications	
			Support & Maintenance Tools Manage updates, patches, and system upgrades Configure notifications and alerts for system events Provide administrative override capabilities for resolving user issues	
			Audit & Governance Full audit trail visibility for all administrator and user activities Tools for monitoring compliance with organisational ICT policies Ability to produce reports for audit, governance, and risk management	

3.3	Inte Library Loan management	ILL Integration	ILL module with ISO 10160/10161 compliance for peer-to-peer resource sharing and OCLC ILL Protocol compatibility (e.g., WorldShare ILL standards for interoperability and resource sharing). LMS should be compliant with OCLC Tipasa. ILL bibliographic records to be suppressed on bibliographic and item level.	
3.4		Request management	Centralised dashboard for all patron requests	
3.5		Automated notifications	Automated notifications	
3.6		Fines and holds management	Configurable fine rules by patron type and item category	
3.7		Workflow automation	The system must provide configurable automation for end-to-end processing of requests. This includes routing tasks to appropriate staff, sending automated notifications to patrons, managing approvals, and tracking task completion for all request types, including interlibrary loans and deliveries. Requesting of catalogue (print) items by taking the following into consideration: Users will place a request on an item in the discovery system.	
4. Resource Management – e-resources				
4.1		Digital repository (Trustworthy)	. Platform to ingest digital publications · Ingest web files on WAC format · Enable validation of ingested files · Enable metadata creation	
4.2		Digitisation repository	· Digitization repository that is able to display metadata together with images attached to it · Link related digital objects and metadata (families) · Allow for quality control and approval before publication · Discoverable to the end users	
4.3		Open access content	· Platform to harvest open access resources • Discoverable	
5. Resource Management – Acquisition				
5.1		Procurement of monographs, manuscripts etc.	Budget management functionality	

			Manage ordering process including order creation, revie and approval of orders	
			Management of order cancelations	
			Vendor management	
5.2		Manage subscriptions	Contract management of subscriptions (notifications)	
6. Resource Management – Legal deposit				
6.1		Link with publisher systems	Ability to ingest records from third party platforms such as ONIX	
6.2		Metadata information	Enable creation of brief record for internal use	
			Generate reports with audit trail including date received, person who received the item and the basic bibliographic information (ISB, Title, Author, Publisher, date and place of publication)	
7. Metadata Management				
7.1		Bibliographic control	Compliance with MARC21, Dublin Core, VRA, EAD and ISAD(G) Bibframe AACR and RDA Z39.50 standards	
			Support metadata formats associated with different collection formats	
			Ability to import and export bibliographic records to and from MARC 21 Formats and Web OPAC	
			Allow integration including downloading and uploading records to the World Catalogue	
7.2		Authority control	Support authority control and handle linked open data, Semantic Web technologies etc.	
7.3		Item-level description	Capacity to describe and link records of varying granularity or objects with complex & hierarchical relationships	
7.4		Barcodes	Read and process both 13/14 digit barcodes	
7.5		Digital resources integration	Linking to external databases for the cataloguing of e-books and online journals	
7.6		Multi-Lingual and Unicode support	Ability to catalogue and display records in multiple languages. Full Unicode support for international character sets and diacritics.	
7.7		Classification and indexing	Integration with classification Web Plus accessed from within the	

			system. Integration with subject indexing-controlled vocabulary - Library of Congress Subject Headings (LCSH)	
7.8		User integration and interoperability	Seamless integration with other modules, e.g. acquisitions and circulation. API support for third-party systems and data exchange. Real-time updates across modules to maintain data integrity. Integration with MarcEditor.	
7.9		Reporting	Ability to generate cataloguing statistics and extract auditable information from bibliographic, order and items records, either individually or in combination. Ability to select specific fields from bibliographic, order and items records, and export the data in various formats such as Excel, CSV and others.	
8. Serials management				
8.1		Serials administration	Receive issues Create prediction patten Missing issues – report/notice (Display/notification)	
			Ability to handle management both print and electronic serials	
9. Collections management				
9.1		Asset management	· Accommodate GRAP 103 & 17 fields · Stock taking functionality	
9.2		Manage movement of collections between departments	Allow for assignment of location codes when collections are in transit between departments	
9.3		Collection disposal	Enable withdrawal of collections for disposal and notes for the reason for disposal	
10 Administration and analytics				
10.1		Reports	Robust reporting capabilities. Generate various statical and reports	
			Intelligent analytics – user trends, new books information	
			Auditable transaction	
			Record integrity and authenticity	
			Reports should be downloadable in different formats include Excel/csv	
			Gathering and preparing data from various sources to prepare it for analysis. Converting raw data into meaningful insights that can be	

			used to make strategic business decisions, monitor performance, and identify opportunities	
			Presenting the analyzed data through charts, graphs, maps, and interactive dashboards to make it easier to understand.	
11. Support & Maintenance				
11.1		Dedicated personnel to manage onboarding	To manage migration (if required) – piloting, testing and ensuring data integrity	
11.2		Ongoing support	Onsite and remote support	
11.3		Training and tutorials	Training of all staff (65) including systems administrator (2) and technical support staff	
			Online manuals, guides, training/webinars	
			Maintenance and upgrades	
11.4		Communicating new developments	Listserve – communicate new system requires	

ONLY BIDDERS WHO ARE FULLY RESPONSIVE TO THE MANDATORY REQUIREMENTS IN 6.1 WILL BE CONSIDERED FOR THE FUNCTIONALITY EVALUATION.

6.3 Functional Criteria

No	Element	0	1	2	3	4	5	Weighted
	Technical							**100**
1.	**Bidders Experience** • Provide traceable references for similar work at a large institution such as a library or academic institution, in the past five years, TWO of these traceable references letters MUST be from large institution such as National library and TWO MUST be from academic institutions or similar • Reference letters should be on a client letterhead and MUST be signed. • Letters should include the following details: Client, the value of the project, work completed and if service rendered was satisfactorily, date, and duration of the project Points allocated as follows: 1) 30 points = 2 contactable references with all the above requirements met FROM large institutions such as National library 2) 10 points = 1 contactable reference with all the above requirements met FROM large institutions such as (National) library 3) 0 points = no contactable references with all the above requirements met FROM large institutions such as (National) library 4) 20 points = 2 contactable references with all the above requirements met FROM academic institutions or similar 5) 10 points = 1 contactable reference with all the above requirements met FROM academic institutions or similar 6) 0 points = no contactable references with all the above requirements met FROM academic institutions or similar							50
2	**Team leader experience** in implementing and managing an Integrated Library Management System experience. Provide CV of project team leader demonstrating relevant experience (including role played in a similar project, number of years) Points are allocated as follows: 1) More than 10 years = 10 points 2) 5 to 9 years = 5 points 3) Less than five years = 0 points							10

3	Project plan Provide a detailed proposal indicating the following: • Onboarding approach or implementation process to be followed • Organogram on project team allocation • Define roles and responsibilities for each team member • Detailed schedule demonstrating rollout plan starting from 30th June 2026 • Contingency plan for unforeseeable circumstances or Risk management plan including migration • Communication plan Points allocated as follows: 1) Proposal meeting all 6 above requirements fully met = 20 points 2) Proposal meeting 4-5 requirements fully met = 15 points 3) Proposal meeting 2-3 requirements = 10 points 4) Proposal meeting 1 of 6 requirements = 5 points 5) Proposal meeting none of the 6 requirements = 0							20
4	**Presentation demonstrating the following:** • Library user facing functionality • Workflows, including acquisition & cataloguing • Administration functions including a sample of reports and analytics available • System intelligence (AI integration) Points allocated as follows: 1) All 4 aspects fully addressed = 20 points 2) 3 aspects fully addressed = 15 points 3) 2 Aspect fully addressed = 10 points 4) 1 Aspect fully addressed = 5 points 5) None of the aspects addressed in full = 0 point							20
	Total							**100**
	Minimum points to pass this evaluation stage							**70**

NB: If there are any materials omission on the stated SBDs, bidders will be afforded a maximum of 2 working days to respond to the omission.

NB: ONLY Bidders who meets the 50 minimum points thresholds will be invited for presentation

7. SUBMISSION FORMAT

Bid proposals should be submitted in the format as indicated below:

NB! One (1) signed original Bid document and One (1) signed electronic copy on a USB or CD (PDF protected with a code).

Bidders will be evaluated in two stages. First stage will be the technical evaluation and the second stage will be the price evaluation.

8. Evaluation Criteria Stage 3: Pricing

NB: Add yearly escalation of unit price per item over five-year period (see example below)

Item	Description	Unit price year one	Unit price year two	Unit price year three	Unit price year four	Unit price year five
Total Inclusive of VAT						

9. Preference Point System

In terms of Regulation 5 of the Preferential Procurement Regulations of 2022/23, Gazette Number 47452 dated 4 November 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point in terms of which points are awarded to bidders based on: -

- The bid price (maximum 80 points)
- Specific Goals (maximum of 20 points):

The following formula will be used to calculate the points out of 80 for price in respect of an invitation for a tender, inclusive of all applicable taxes.

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

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

10. Company ownership

- **Specific Goals (maximum of 20 points): -**

Specific Goals	Points
100% Business owned by Women	100% owned by Women - 10 points
	Less than 100% owned by Women - 5 points.
100% Business owned by youth	100% owned by youth - 10 points
	Less than 100% owned by youth - 5 points.

NB. Submit certified sworn affidavit or BEE certificate as evidence

11. ENQUIRIES

All enquiries regarding this tender must be directed to the SCM Office:

For any Bid-related enquiries, please send them to the following email address, quoting the Bid Number. Description as a Reference; kenny.netshiongolwe@nlsa.ac.za OR (012) 401 3017/9700/81

PART A
INVITATION TO BID **SBD1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	NLSA 01 /2026-2027	CLOSING DATE:	01JUNE 2026	CLOSING TIME:	11h00
DESCRIPTION	**READVERTISEMENT OF TERMS OF REFERENCE/ SPECIFICATIONS FOR PROCUREMENT OF AN INTEGRATED LIBRARY MANAGEMENT SYSTEM (LMS) FOR THE NATIONAL LIBRARY OF SOUTH AFRICA. Bid No: NLSA 01/2026-2027**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*	
National Library of South Africa	
228 Johannes Ramokhoase Street	
Pretoria,0001	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Kenny Netshiongolwe**	CONTACT PERSON	
TELEPHONE NUMBER	**012 401 9770**	TELEPHONE NUMBER	
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	
E-MAIL ADDRESS	**kenny.netshiongolwe@nlsa.ac.za**	E-MAIL ADDRESS	

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE			NUMBER		
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE			NUMBER		
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:		
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		**2.** ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B SBD 1

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
2.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
2.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
2.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED:

……………………………………………

(Proof of authority must be submitted e.g. company resolution)

DATE: ……………………………

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.	Bid number.
Closing Time.	Closing date.

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

- Required by: …….. ………………………….
- At: ……. ………………………….

  ……..………………………….
- Brand and model …… ………………………….
- Country of origin ……. ………………………….

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ………………………………….
- Period required for delivery ………………………………….

  *Delivery: Firm/not firm
- Delivery basis ……………………………………
-

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

---

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

2.2.1 If so, furnish particulars:

………………………………………………………………………………………
………………………………………………………………………………………

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

…………………………………………………………………………….
…………………………………………………………………………….

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	

SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (90/10 system) (To be completed by the organ of state)**	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (90/10 system) (To be completed by the tenderer)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
100% youth will receive 20 points.		20		
Less than 100% youth will receive 10 points.		10		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ……………………………………………………………....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

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;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - 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	……..…………………………

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……………………………………………. in my capacity as……………………...………………………………... accept your bid under reference number ………………dated.....................................for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE(ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ………………………………………ON………………………………..

NAME (PRINT) ………………………………………….

SIGNATURE …………………………………………

OFFICIAL STAMP

WITNESSES
1 …...……………………….
2 …..……………………….
DATE: _________________

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

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

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

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

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

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

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

10. **Delivery** 10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents** 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** 23.1 The purchaser, without prejudice to any other remedy for breach of **for default** 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 antidumping 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

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

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

33. National Industrial Participation (NIP) Programme 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

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