NATIONAL LIBRARY OF SOUTH AFRICA

228 Johannes Ramakhoase Street
Private Bag X397
Pretoria
0001

5 Queen Victoria Street
Cape Town
8001

APPOINTMENT OF A SERVICE PROVIDER FOR THE REPLACEMENT, SETUP, AND CONFIGURATION OF NETWORK SWITCHES

NLSA 06/ 2024-2025:

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: 11 FEBRUARY 2025 **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 Ramakhoase Street, Pretoria CBD.	11 FEBRUARY 2025	11H00

1. BACKGROUND

1.1 The National Library of South Africa, 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 National Library of South Africa (NLSA) hereby wishes to appoint a service provider for Procurement, Replacement, Setup, and Configuration of Network Switches at Pretoria Campus, Cape Town and Center for Book Campuses.

1.3 NLSA is utilizing iMaster NCE Campus to manage existing wireless access points efficiently. To maintain seamless integration, centralized management, and optimal network performance, the proposed switches must be fully compatible with and capable of integration into the iMaster NCE Campus platform.

2. SCOPE OF WORK

2.1 Procurement, Replacement, Setup, and Configuration of Network Switches

2.2 Deliverables

The following tasks are required:

2.2.1 Procurement: Supply new switches and components per the specifications outlined in this document.

2.2.2 Replacement: Removal of existing switches and installation of new equipment at designated locations.

2.2.3 Setup and Configuration: Configure switches to meet operational requirements, including integration with iMaster NCE Campus.

2.2.4 Testing and Handover: Perform necessary testing to ensure functionality and integration and provide operational training/documentation.

2.2.5 Post Network Support for 36 Months

3. Current Hardware for the 3 Campuses to be replaced.

3.1 Pretoria Campus Current Hardware

Core Network Switches:

Product Code	Product Description	Quantity
WS-C2960X-48TS-L	Catalyst 3850-X 12 GigE, 4 x 1G SFP, LAN Base	2
CON-PSRT-WSC248TS	PRTNR SS 8X5XNBD Catalyst 3850-X 12 GigE, 4 x 1G SFP LAN	2
PWR-CLP	Power Retainer Clip for 3560-C, 2960-C, and 2960-L	2
CAB-ACSA	AC Power Cord (South Africa), C13, BS 546, 1.8m	2
C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	2
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	2

Access Switch Hardware (Server Farm)

Product Code	Product Description	Quantity
WS-C2960X-48TS-L	Catalyst 2960-X 48 GigE, 4 x 1G SFP, LAN Base	2
CON-PSRT-WSC248TS	PRTNR SS 8X5XNBD Catalyst 2960-X 48 GigE, 4 x 1G SFP LAN	2
PWR-CLP	Power Retainer Clip for 3560-C, 2960-C, and 2960-L	2
CAB-ACSA	AC Power Cord (South Africa), C13, BS 546, 1.8m	2
C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	2
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	2

Access Switch Hardware (End Host/Data Duct):

Product Code	Product Description	Quantity

SG500-52P-K9-G5	Cisco SG500-52P 52-port Gigabit POE Stackable Managed	24
CON-PSRT-SG505952	PRTNR SS 8X5XNBD Cisco SG500-52P 52-port Gigabit POE	24
SFP-H10GB-CU3M=	10GBASE-CU SFP+ Cable 3 Meter	5
SFP-H10GB-CU1M=	10GBASE-CU SFP+ Cable 1 Meter	17

Room	Product Description	Quantity
Liasa House	48 Port POE Managed switch	1
Deacidification Plant	48 Port POE Managed switch	1

3.2 Cape Town Campus and Center for the Book current Hardware

Room #	Model #	**Cabinet Location**
S04	Cisco SG300-28 28-port Gigabit Managed Switch to be replaced with a PoE switch	NLSA-CPT1-ACC-2FL06-3
S04	Cisco SG300-28PP 28-port Gigabit PoE+ Managed switch	NLSA-CPT1-ACC-2FL06-2
S04	Cisco SG500-28P 28-port Gigabit PoE Stackable Managed Switch	NLSA-CPT1-ACC-2FL06-1
F17	Cisco SG300-28PP 28-port Gigabit PoE+ Managed switch	NLSA-CPT1-ACC-1FL17-1
F17	Cisco SG300-52 52 Port Gigabit Managed Switch to be replaced with a PoE switch	NLSA-CPT1-ACC-1FL17-2
F23	Cisco SG300-10 10-Port Gigabit Managed Switch to be replaced with a PoE switch	NLSA-CPT1-ACC-1FL23-1
F32	Cisco SG300-28 28-port Gigabit Managed Switch to be replaced with a PoE switch	NLSA-CPT1-ACC-1F32-1
G27	Linksys SRW2024 24 port switch	for public computers (4) in Abe Bailey Reading Room)
G36	Cisco Catalyst 2960G series 24 port switch to be replaced with PoE switch	NLSA-CPT1-ACC-GFL36-1
B10	Cisco SG300-28MP 28-port Gigabit PoE Managed Switch	NLSA-CPT1-ACC-BAS10-1

B15	Cisco SG300-28 28-port Gigabit Managed Switch to be replaced with a PoE switch	NLSA-CPT1-ACC-BAS15-1
B21	Cisco SG350-10P 10-port Gigabit PoE Managed switch	NLSA-CPT1-ACC-BAS21-1
B34	Cisco SG300 -28PP 28-port Gigabit PoE+ Managed Switch	NLSA-CPT1-ACC-BAS34-3
B34	Cisco SG300-52 52 Port Gigabit Managed Switch to be replaced with a PoE Switch	NLSA-CPT1-ACC-BAS34-2
B34	Cisco Catalyst 3850 24-port PoE+switch This is the Core switch. New core switch(es) to be installed in server room (S04) and a new 24 port switch to be installed in its place in Room B34	NLSA-CPT1-COR-BAS34-1
B54	Cisco SG350-10P 10-port Gigabit PoE Managed switch	NLSA-CPT1-ACC-BAS54-1
CFB RM10359	Cisco SG350-10P 10-port Gigabit PoE Managed switch	NLSA-CPT2-ACC-
CFB BAS09	Cisco 300-28MP 28-port Gigabit PoE Managed Switch	NLSA-CPT2-ACC-BAS09-2
CFB BAS09	Cisco CBS350-24P-4x 24 port PoE+ Switch	NLSA-CPT2-ACC-BAS09-1
S04	Cisco SG300-28 28-port Gigabit Managed Switch to be replaced with a PoE switch	NLSA-CPT1-ACC-2FL06-3
S04	Cisco SG300-28PP 28-port Gigabit PoE+ Managed switch	NLSA-CPT1-ACC-2FL06-2

3.3 New Hardware for installation.

Key Requirements:

3.3.1 All switches must be compatible with iMaster NCE Campus for centralized network management.

3.3.2 Replacement equipment must be new and not refurbished.

3.3.3 Vendor must provide warranties and post-implementation support for at least three years.

3.3.4 Ensure all power cables, stacking modules, and other accessories are included for seamless setup.

3.3.5 Post Network Support for 3 years

3.3.6 Certification Training for two (2) Network Administrators

3.3.7 OEM must be in the 2024 Gartner Magic Quadrant for Enterprise Wired and Wireless LAN Infrastructure.

Core Network Switches:

Details	**Requirements (unless explicitly otherwise stated, all requirements are minimum requirements, higher and additional specifications are also acceptable)**	**Pretoria Quantity**	**Cape Town Quantity**
Basic Description (Core Switch)	48 x 1/10 Gig SFP+, 6 x 40/100 Gig QSFP28	Two (2)	Two (2)
	10G SFP+ transceiver Modules	8	8
Power supplies	Hot Swappable Dual pluggable power modules, 1+1 power backup		
Fans	3 x Modular fans		
Operating Specifications (Minimum)			
CPU	1.4 GHz		
RAM	DRAM: 4 GB		
Performance (Minimum)			
Switching Capacity	2.16 Tbit/s/2.4 Tbit/s		
Forwarding Performance	Up to 490 Mpps		
Interoperability	VBST (compatible with PVST/PVST+/RPVST) LNP (similar to DTP) VCMP (similar to VTP)		
Buffer	42 MB		
IP Routing	IPv4 dynamic routing protocols such as RIP v1/v2, OSPF v1/v2, IS-IS, and BGP IPv6 dynamic routing protocols such as RIPng, OSPFv3, ISISv6, and BGP4+ Routing Policy, Policy-Based Routing VRF		
Segment Routing	SRv6 BE (L3 EVPN) BGP EVPN SRv6 configuration through NETCONF		
VXLAN	Centralized gateway Distributed gateway BGP-EVPN Configures VXLANs through NETCONF		

MAC Table Capacity	384K MAC entries (MAX)		
Power Supply	600 W AC (pluggable) 1200 W AC (pluggable) 1200 W DC (pluggable)		
Maximum Power Consumption	349 W		
Ethernet Loop Protection	VLAN-based Spanning Tree (VBST) G.8032 Ethernet Ring Protection Switching (ERPS) BPDU protection, root protection, and loop protection STP (IEEE 802.1d), RSTP (IEEE 802.1w), and MSTP (IEEE 802.1s).		
Quality of Service (QoS)	Traffic classification based on Layer 2 headers, Layer 3 protocols (IP), Layer 4 protocols (TCP/UDP), and 802.1p priority		
	Actions such as ACL, Committed Access Rate (CAR), re-marking, and scheduling		
	Queuing algorithms, such as PQ, DRR, WDRR, and PQ+DRR, PQ+WDRR Network Slicing		
Layer 2 Support (Minimum)	IPv4, IPv6, SVF,		
Security & Management (Minimum)	NAC		
	Port security		
	IPv6 RA Guard		
	RADIUS and HWTACACS authentication for login users		
	MACsec-256 (IEEE 802.1ae) Dynamic ARP Inspection		
Traffic Analysis	Netstream		

Access Switch Hardware (Server Farm)

Details	Requirements (unless explicitly otherwise stated, all requirements are minimum requirements, higher and additional specifications are also acceptable)	Pretoria Quantity
Basic Description (Server Farm)	10GE Base-T fixed Switch: 1. 48-port 10GE Base-T, 6-port 100GE QSFP28, Support VxLAN,BGP-EVPN,Telemetry 2. Rich data center features: M-LAG, VxLAN, BGP-EVPN 3. Open interconnection: open standard Netconf interfaces 4. Intelligent O&M: telemetry, monitoring the network health status in real time	Two (2)
Power supplies	AC, DC, HVDC	
Fans	4 x Modular fans	
RAM	DRAM: 4 GB	
NOR Flash	64 MB	
Performance (Minimum)		
Switching Capacity	2.16 Tbit/s	
Forwarding Performance	Up to 954 mpps	
Buffer	42 MB	
MAC Table Capacity	256K	
Operating Voltage	AC: 90V～290V DC: -38.4V～-72V 380V HVDC: 190V～400V	
Power Supply	600W AC&240V DC 1000W -48V DC 1200W HVDC	
Maximum Power Consumption	349 W	
Quality of Service (QoS)	Queue scheduling modes such as PQ, DRR, and PQ+DRR	
	Congestion avoidance mechanisms, including WRED and tail drop	
	ACL, CAR, re-marking, and scheduling	
Security (Minimum)	Command line authority control based on user levels, preventing unauthorized users from using commands	
	Defense against DoS, ARP, and ICMP attacks	
	Authentication methods, including AAA, RADIUS, and HWTACACS	
	Port isolation, port security, and sticky MAC	
	802.1X authentication	
Traffic Analysis	Netstream	
Network Convergence	RDMA and RoCE (RoCE v1 and RoCE v2)	
Reliability	LACP Hardware-based BFD	

O&M	Telemetry Netstream ERSPAN+	
Data Center Features	VXLAN routing and bridging BGP-EVPN M-LAG PTP	

New Access Switch Hardware (End Host/Data Duct):

Details	**Requirements (unless explicitly otherwise stated, all requirements are minimum requirements, higher and additional specifications are also acceptable)**	**Pretoria Quantity**
Basic Description (Access Switch)	48 x 10/100/1000/2.5G Base-T ports, 6 x 10 GE SFP+ ports, 2 x 12GE stack ports 2X10G SFP+ transceiver Modules for each switch	24
Power supplies	Built-in AC power supply	
POE	Supported, PoE+	
Operating Specifications (Minimum)		
CPU	1.4 GHz	
RAM	DRAM: 4 GB	
Performance (Minimum)		
Switching Capacity	368 Gbps/520 Gbps	
Forwarding Performance	Up to 276 Mpps	
Interoperability	Supports VBST (Compatible with PVST/PVST+/RPVST)	
IP Routing	Static route, RIPv1/v2, RIPng, OSPF, and OSPFv3	
Stack	Intelligent stack (iStack)	
MAC Table Capacity	32K MAC entries (MAX)	
Power Supply	Built-in AC power supply	
Ethernet Loop Protection	LLDP, LLDP-MED BPDU protection, root protection, and loop protection STP (IEEE 802.1d), RSTP (IEEE 802.1w), and MSTP (IEEE 802.1s) SEP (Smart Ethernet Protection)	
Quality of Service (QoS)	Interface-based traffic policing and two-rate and three-color CAR	
Layer 2 Support (Minimum)	IPv4, IPv6, SVF,	
Security & Management (Minimum)	DoS attack defense, ARP attack defense, and ICMP attack defense	
	Binding of the IP address, MAC address, interface number, and VLAN ID	
	Port isolation, port security, and sticky MAC	
	AAA authentication, RADIUS authentication, HWTACACS authentication, and NAC	

	DHCP client, DHCP relay, DHCP server, DHCP snooping	

Cape Town additional Switches

Campus	Product Description	Quantity
Cape Town	48 × 10G Base-T Ethernet ports, 4 x 10/100GE QSFP28 ports One extended slot PoE++ 1+1 power backup Forwarding performance: 490 Mpps Switching capacity*: 2.4 Tbps 4X10G SFP+ transceiver Modules	4
	28 × 10G Base-T Ethernet ports, 4 x 10/100GE QSFP28 ports 5X10G SFP+ transceiver Modules One extended slot PoE++ 1+1 power backup Forwarding performance: 490 Mpps Switching capacity*: 2.4 Tbps	10
	10 × 10G Base-T Ethernet ports, 4 x 10/100GE QSFP28 ports One extended slot PoE++ 1+1 power backup Forwarding performance: 490 Mpps Switching capacity*: 2.4 Tbps 4X10G SFP+ transceiver Modules	4

4. CONDITIONS OF BID

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

4.2 The NLSA reserves the right to appoint one or more Bidder.

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

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

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

4.6 No upfront Payment will be done by NLSA.

4.7 All deliveries of the requested equipment must be made at the NLSA.

4.8 The NLSA reserves the right to purchase and request delivery of the equipment in phases.

4.9 The quotations shall remain valid for a period of 90 days, and may be extended at the discretion of the NLSA

5. EVALUATION CRITERIA

Bidders will be evaluated in Three stages. First stage will be the SCM Compliance, second stage will be functionality/technical evaluation and the third stage will be price evaluation.

5.1 STAGE ONE - SCM COMPLIANCE

5.1.1 Pre-evaluation (standard bid documents)

5.1.1.1 Fully Completed SBD 1, SBD 3.1, SBD 4, SBD 6.1, SBD 7.2 forms.

5.1.1.2 All bidders must be registered on the National Treasury Central Supplier Database.

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

5.1.2 Mandatory

5.1.2.1 Bidder to produce letter/certificate stating that the bidder is authorized to provide the proposed solution.

5.1.2.2 Datasheet for the solution proposed to ensure that all requirements are met, if the data sheet provided does not meet the requirements, the bid will not proceed to the technical evaluation stages

5.1.2.3 Qualifications

5.1.2.3.1 Certified copy/s of Prince 2 Certificate for Project Manager/ Or equivalent.

5.1.2.3.2 Certified copy/s of HCIA or equivalent for Engineer

5.2 Evaluation Stage Two (2): Technical Evaluation

Bidders are expected to obtain a minimum of **seventy (70) percent** out of one hundred (100) points on Technical Evaluation, to proceed to the next evaluation stage. Failure to obtain the prescribed points will automatically disqualify the Bidder from proceeding to the next evaluation stage, which is Pricing.

NO.	ELEMENT	0	1	2	3	4	5	WEIGHT	SCORE
TECHNICAL									
1.	**Experience of Service Provider in rendering required services.** Provide contactable reference letters for similar work done within the past five years (5) The letters must be on the client's letterhead and must include the referee's name, signature, contact number and the scope of work • 5 or more years of relevant experience = 5 Points • 4 years' relevant experience =4 Points • 3 years of relevant experience 3 Points • 2 years' relevant experience = 2 Points • 1 year of relevant experience = 1 Point. • 0 relevant experience = 0 Point.							30	
2.	**Relevant Experience** Bidders must provide a detailed CVs of the experienced engineer who will be responsible for installation and configuration • 5 or more years of relevant experience = 5 Points • 4 years relevant experience =4 Points • 3 years of relevant experience 3 Points • 2 years relevant experience = 2 Points • 1 year of relevant experience = 1 Point. • 0 relevant experience = 0 Point.							40	

3.	**Detailed Proposal** • Proposal detailing the following: implementation plan, timelines, support, communication plan and risk methodology. • Providing a detailed proposal with implementation plan, timelines, support, communication plan and risk methodology = 5 points • Providing a detailed proposal with four of the required elements = 4 points • Providing a detailed proposal with three of the required elements = 3 points • Providing a detailed proposal with two of the required elements = 2 points • Providing a detailed proposal with one of the required elements = 1 point • Failure to submit detailed proposal with requirements listed = 0 points							30	
TOTAL									**100**

5.3 **Evaluation Stage Three (3): PRICING**

Preference point system

Pricing (80/20 preferential procurement Points)

5.3.1 The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

Identified Specific Goals and their weights:

Companies with 100% Black ownership

20 points if the service provider has 100% black ownership.
10 points if the service provider has less than 100% black ownership

NB: The Central Supplier Database report will provide evidence of Black Ownership status.

5.3.2 Provide detailed quotation covering the service to be provided as per the scope of work.

6. ENQUIRIES

All enquiries regarding this bid must be directed to the SCM Office: For any tender related enquiries please sent to the following email address quoting the Bid Number, Bid Description as a Reference; Patience.Shiburi@nlsa.ac.za OR (012) 401 9770/9700/81

PART A

INVITATION TO BID **SBD1**

<table>
<tr><td colspan="8">YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</td></tr>
<tr><td>BID NUMBER:</td><td colspan="2">NLSA 06 /2024-2025</td><td colspan="2">CLOSING DATE:</td><td>11 February 2025</td><td>CLOSING TIME:</td><td>11h00</td></tr>
<tr><td>DESCRIPTION</td><td colspan="7">APPOINTMENT OF A SERVICE PROVIDER FOR THE REPLACEMENT, SETUP, AND CONFIGURATION OF NETWORK SWITCHES</td></tr>
<tr><td colspan="8">BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</td></tr>
<tr><td colspan="8">National Library of South Africa</td></tr>
<tr><td colspan="8">228 Johannes Ramokhoase Street</td></tr>
<tr><td colspan="8">Pretoria,0001</td></tr>
<tr><td colspan="4">BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</td><td colspan="4">TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</td></tr>
<tr><td colspan="2">CONTACT PERSON</td><td colspan="2">Patience Shiburi</td><td colspan="3">CONTACT PERSON</td><td></td></tr>
<tr><td colspan="2">TELEPHONE NUMBER</td><td colspan="2">012 401 9770</td><td colspan="3">TELEPHONE NUMBER</td><td></td></tr>
<tr><td colspan="2">FACSIMILE NUMBER</td><td colspan="2">N/A</td><td colspan="3">FACSIMILE NUMBER</td><td></td></tr>
<tr><td colspan="2">E-MAIL ADDRESS</td><td colspan="2">Patience.Shiburi@nlsa.ac.za</td><td colspan="3">E-MAIL ADDRESS</td><td></td></tr>
<tr><td colspan="8">SUPPLIER INFORMATION</td></tr>
<tr><td colspan="2">NAME OF BIDDER</td><td colspan="6"></td></tr>
<tr><td colspan="2">POSTAL ADDRESS</td><td colspan="6"></td></tr>
<tr><td colspan="2">STREET ADDRESS</td><td colspan="6"></td></tr>
<tr><td colspan="2">TELEPHONE NUMBER</td><td>CODE</td><td colspan="2"></td><td>NUMBER</td><td colspan="2"></td></tr>
<tr><td colspan="2">CELLPHONE NUMBER</td><td colspan="6"></td></tr>
<tr><td colspan="2">FACSIMILE NUMBER</td><td>CODE</td><td colspan="2"></td><td>NUMBER</td><td colspan="2"></td></tr>
<tr><td colspan="2">E-MAIL ADDRESS</td><td colspan="6"></td></tr>
<tr><td colspan="2">VAT REGISTRATION NUMBER</td><td colspan="6"></td></tr>
<tr><td colspan="2">SUPPLIER COMPLIANCE STATUS</td><td>TAX COMPLIANCE SYSTEM PIN:</td><td></td><td>OR</td><td>CENTRAL SUPPLIER DATABASE No:</td><td colspan="2"></td></tr>
<tr><td colspan="2">1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</td><td colspan="2">☐Yes ☐No
[IF YES ENCLOSE PROOF]</td><td colspan="2">2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</td><td colspan="2">☐Yes ☐No
[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</td></tr>
<tr><td colspan="8">QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</td></tr>
<tr><td colspan="8">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</td></tr>
</table>

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

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.

---

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

---

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**

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

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**

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

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)**
20 points if the service provider has 100% black ownership		20		
10 points if the service provider has less than 100% black ownership		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: ………………………………………………………

………………………………………………………

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

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)……………………………………. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number………….……….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - 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 ……………………………….

SBD 7.2

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 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 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.