



government communications

Department:
Government Communication and Information System
REPUBLIC OF SOUTH AFRICA

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To all Bidders

ERRATUM FOR:

ACQUISITION OF AN OUT OF HOME (OOH) AUTOMATED BOOKING SYSTEM/SOFTWARE TO BE USED BY GCIS FOR A PERIOD OF THREE (03) YEARS

RFB: 004/2024/2025

1. Kindly note that the word '**Panel**' is erroneously included on page 11 paragraph 9.4, 9.10 and 9.11.
2. The department is looking to appoint a single service provider for three years and not a panel.
3. Bidders should take note that the Non-compulsory briefing session was held on 27 August 2024.
4. All the revised bid documents and specification will be uploaded on E-Tender Portal and GCIS Website.
5. Note the following changes:
 - The initial closing date of **11 September 2024** is now extended to the **16 September 2024 at 11:00**

Namane Mahlaba
Acting Director: Supply Chain Management
Date: 29 August 2024





**ERRATUM: ACQUISITION OF AN OUT OF HOME (OOH)
AUTOMATED BOOKING SYSTEM/ SOFTWARE TO BE
USED BY GCIS FOR PERIOD OF THREE (03) YEARS**

RFB004 2024/2025

Closing date and time: 16 September 2024, 11:00

Bid Validity Period: 120 days

TENDER BOX ADDRESS:

Reception

Tshedimoseiso House

1035 Francis Baard Street

C/o Francis Baard and Festival Street

Hatfield

0002

ACQUISITION OF AN OUT OF HOME BOOKING SYSTEM / SOFTWARE

1. BACKGROUND

- 1.1 The Government Communication and Information System (GCIS) is responsible for the co-ordination of government's communication system and assisting national government and provincial departments with planning, implementation and management of communication campaigns including media buying, production and marketing services.
- 1.2 GCIS mandate is to deliver effective strategic government communication; set and influence adherence to standards and coherence of message and proactively communicate with the public about government policies, plans, programmes and achievements.
- 1.3 Given the nature of GCIS mandate of government communication, the communication conditions most of the time warrants that the department must have the ability to communicate in real time to establish command and control in order to maintain event situational awareness as well as to operate overall within a broad range of incidents.
- 1.4 Currently Media Buying utilises the Telmar System to develop media plans that utilise the most appropriate media platforms to communicate government programmes, based on audience insights and media research. This system assists planners in optimising media selection and ensuring that the selection is effective and is done in a transparent manner. The system is used for the procurement of online, cinema, magazines, television, radio and print excluding Out of Home.
- 1.5 Media Buying utilises a manual system when selecting and procuring Out of Home platforms. The current system is based on the approved SOP for media buying which provides guidelines on the process to be followed by the responsible officials.
- 1.6 Out-Of-Home refers to Billboards i.e. roadside billboards, painted walls, building wraps, digital screens, inflatables, aqua ads, street furniture i.e. street pole ads, directional signage, suburban signs, tenant towers, litter bins, bus shelters, car wash branding. Moving transit media i.e. buses, taxis, trains, trailers, trucks, cars, sky banners. Retail/Store media i.e. shelf posters, trolleys, washrooms, mall advertising wall scapes,

store facials. Stadium media i.e. electronic perimeter ads, static perimeter ads, revolving perimeter ads, billboards (external & internal), digital, Banners, flags. Static transit media i.e. airport outdoor & indoor -digital, railway stations, taxi ranks, bus terminals, Gautrain stations.

- 1.7 To ensure timeous, effective and efficient planning and booking for out of home platforms GCIS seeks to acquire an automated out of home booking system/ software that will enable it to book compliant and strategic out of home platforms in a fair, equitable, transparent, competitive and compliant manner.
- 1.8 An Out of Home automated media buying system is a software platform that will assist to buy OOH advertising space programmatically. This means that the system should use algorithms to match the request with the right OOH inventory, based on their target audience, budget, and other criteria.
- 1.9 Prospective bidders that have the competency, capacity and capability to provide such a system as per the expectations of GCIS outlined below, are thus invited to tender for the appointment.

2. SERVICES REQUIRED BY THE DEPARTMENT

There prospective bidders must submit a proposal that shows that the prospective bidder has an OOH automated booking system that will:

- 2.1.1 **Increase efficiency:** An Automated OOH media buying systems will save time for media planners and buyers by automating the process of procuring OOH advertising space. This will free up advertisers to focus on other aspects of their campaign and will increase client satisfaction, as turnaround times for client implementation will improve.
- 2.1.2 **Improve targeting:** An Automated OOH media buying systems will help media planners and buyers in managing OOH campaigns more effectively by using data to identify the right locations and times to reach the target audience.
- 2.1.3 **Increase transparency:** An Automated OOH media buying systems will provide media planners and buyers with more transparency into the OOH advertising market, by giving them access to real-time inventory data and pricing information.
- 2.2 The system should have the following features:

- 2.2.1 **Real-time inventory data:** The system should provide real-time inventory data for OOH advertising space. This will allow media planners and buyers to see what inventory is available and to make informed decisions about where to buy space.
- 2.2.2 **Pricing information:** The system should provide pricing information for OOH advertising space. This will allow media planners and buyers to compare prices and to find the best deals.
- 2.2.3 **Reporting tools:** The system should provide reporting tools that allow media planners and buyers to track the performance of the OOH advertising campaigns. This will allow media planners and buyers to determine which campaigns are effective and to make changes to the campaigns as when it is needed.
- 2.4.4 **Compliance:** The system must incorporate the following :
 - 2.4.4.1 CSD compliance (uploading thereof)
 - 2.4.4.2 SBD documents (filling in and uploading thereof per campaign)
 - 2.4.4.3 Verification of proof of flighting
 - 2.4.4.4 Verify the validity of Approvals, lease agreements and contracts
- 2.5 **Capabilities:** The system should have the following capabilities:
 - 2.5.1 **Ability to target campaigns:** The system should be able to target OOH advertising campaigns based on a variety of criteria, such as target audience, budget, and location.
 - 2.5.2 **Ability to optimize campaigns:** The system should be able to optimize OOH advertising campaigns to maximize reach and engagement.
 - 2.5.3 **Ability to track performance:** The system should be able to track the performance of OOH advertising campaigns and to provide reports on campaign performance.
 - 2.5.4 **Security:** The system should be secure and should protect the privacy of advertisers and their data.
 - 2.5.5 **Scalability:** The system should be scalable and should be able to handle large volumes of data and traffic.
 - 2.5.6 **Adaptability:** The system should be adaptable to the needs and requirements of the GCIS and be able to make changes and additions to the system to meet the needs and requirements of the organisation. The payment arrangements will be discussed and agreed with the successful bidder upon appointment and prior rendering the changes and amendments that are required.

3 TASK DIRECTIVE

- 3.1 Invitation to bid for the provision of an automated Out-of-Home booking system for the purposes of procuring advertising space for a period of 36 months.
- 3.2 The GCIS will procure out of home advertising platforms using the automated Out-of-Home booking system from the owner. Prospective bidders will be evaluated on the elements described below.

4 REQUIREMENTS OF THE TENDER

- 4.1 **The department would like to appoint an experienced service provider to provide an automated Out-of-Home Booking system for the purpose of booking Out of home advertising platforms . Prospective bidders must:**
 - 4.2 The proposal should outline and highlight the following with regards to the system:
 - 4.5.1 **Proven Experience** in providing the service: The system owner has to demonstrate the number of years that the system has been in use as well as the organisations who have used the system.
 - 4.5.2 **Compliance Verification:** Indicate how the verification of the legality of the structures was conducted and what the outcomes were. Also state the process undertaken in vetting 3rd party and supplier contracts confirming the start and end dates of the contracts.
 - 4.5.3 **Supplier vetting and Database Management:** Indicate how the management of the supplier database is conducted and if all suppliers on the system are CSD registered and whether or not the system is able to track the compliance status of these suppliers.
 - 4.2.1 **Campaign Management and implementation:** Outline the systems Campaign Management and implementation process, providing a step by step process flow from when a planner receives a brief for Out of Home till the invoice is generated highlighting:
 - 4.2.2 **Selection process**
 - 4.2.3 **Booking process**
 - 4.2.4 **Booking confirmation (supplier contract)**
 - 4.2.5 **Processing of Artwork**
 - 4.2.6 **Submission of proofs**
 - 4.2.7 **Invoicing**

- 4.2.8 **Pricing and Reporting:** Outline how the pricing on the system works and how does it compare prices and do pricing analysis to find the best deals. Also, list the financial reports, which the system is able to generate.
- 4.2.9 **Campaign Optimization:** Outline how the system will assist planners in terms of ensuring that they select platforms, which will ensure effective reach and maximize reach and engagement.
- 4.2.10 **System/Software aspects and Requirements:**
- 4.2.10.1 Give an indication of updating frequency requirements per aspect/s of the software and data provided - and the promptness of updates in relation to the newly available data.
- 4.2.10.2 State how secured is the system from external attacks such as cyber-attack and state what processes are in place to deal with system failures and mal functions.
- 4.2.11 **IT and system/software requirements :**
- 4.2.11.1 The Bidder must state the system/software name and whether or not it is a cloud based or web based application.
- 4.2.11.2 The system must be independently owned and not exclusively used or owned by a Media Owner.
- 4.2.11.3 The system and the information must be stored within the borders of the Republic of South Africa (RSA).
- 4.2.11.4 Enable the user to download files into MS Excel and/or PDF format on the desktops.
- 4.2.11.5 Generated files have to be automatically saved on cloud or web (service provider hosting servers).
- 4.2.11.6 The bidder must give an indication of whether the company will assign a dedicated Account Manager to GCIS and outline technical skills of the assigned Account Manager for software configurations required.
- 4.2.11.7 The system owner must also state where there system owner will store the information as this should be within the borders of the RSA. Further to this the Bidder must clarify the intellectual property and ownership issues in relation to the amendments done to the system.
- 4.2.11.8 The Bidder must ensure the data generated through the use of the system by the GCIS i.e. financial reports, orders generated, proof of flightings is provided to GCIS once the contract has ended.
- 4.2.11.9 The Bidder must provide a skills transfer plan that outlines how the support and training of GCIS staff and any new staff members will be implemented in a three-year contract period.

- 4.2.11.10 The Bidder will be required to do a live demonstration of the software capabilities in responding to the set objectives and deliverables of a campaign.
- 4.2.11.11 Bidders must be registered on the National Treasury Central Supplier Database and prove that they are indeed the owner or valid legal rights to the platform/inventory which they are submitting as part of this bid.

5. INVOICING

- 5.1 It is a requirement that government departments pay its creditors / suppliers within 30 days of receipt of an accurate invoice.
- 5.2 It is a requirement for this tender that potential suppliers must have an invoice system that is automated.
- 5.3 Potential suppliers must in their proposals indicate and describe the invoicing system that they are utilizing for invoicing.
- 5.4 The invoices for services rendered must be submitted after the service is fully rendered and these must be accompanied by the agreed proof of flighting for each campaign implemented.
- 5.5 The invoices submitted must be error free and proof of flighting must be submitted with each invoice.
- 5.6 The invoices issued by the potential supplier must contain the requirements that constitute a valid invoice as per SARS requirements. The invoice must reflect the following:
- 5.7 The word "Invoice" or Tax Invoice";
- 5.8 Letterheads / logo of the prospective supplier;
- 5.9 Company registration number of the prospective supplier;
- 5.9.1 VAT registration number, only if the prospective supplier is registered for VAT
- 5.9.2 Name and address of the prospective supplier;
- 5.9.3 Unique invoice number;
- 5.9.4 Description of the service rendered;
- 5.9.5 An amount charged for the service rendered. The amount must be inclusive of VAT if the supplier is VAT registered.
- 5.9.6 Date stated of the invoice;
- 5.9.7 Contacts and email address of the prospective supplier.
- 5.9.8 Details of the department / institution the invoice is addressed or issued to.

5.9.9 The invoice issued by the potential supplier must be accompanied by supporting documents in relation to the campaigns that are booked during that month.

6. DOCUMENTS TO BE SUBMITTED

It needs to be noted that bidders are required to provide proposals that are correctly indexed and numbered for ease of reference.

6.1 The following must be included in the proposal:

6.1.1 A company profile and a detailed proposal outlining the bidder's:

6.1.2 Number of years the system has been in use

6.1.3 Past and current clients

6.1.3.1 List a minimum of 5 campaigns implemented using the system stating the start and end date of the campaign as well as the budget of the campaign.

6.1.3.2 List the number of suppliers and platforms used in each campaign

6.1.3.3 Provide a minimum of 5 contactable references and the reference letters must be on past and current client's letterhead and must be signed. The letters must be aligned of the list of campaigns listed

6.2 Resources

6.2.1 Provide CV's with relevant qualifications/ certificates of the technical team that will be assisting GCIS in terms of technical support highlighting their experience in working on the system. The following resources must be stated and their CV's attached to the proposal. Further the System Developer or System Analyst must possess a technical IT or related qualification.

6.2.1.1 Account Manager and/ or Project Manager

6.2.1.2 System Analyst and/ or System Developer

6.2.1.2.1 Technical IT or related qualification at NQF Level 5 or above

6.2.2 In addition, bidders must ensure that the following areas below are outlined clearly and detailed on the proposal

6.2.2.1 Compliance verification process of contracts, leases and approvals

6.2.2.2 Supplier/media owner vetting and database management

6.2.2.3 Campaign Management and implementation process

6.2.2.4 Campaign Optimisation

6.2.2.5 Software aspects of the system

6.2.2.6 IT and Software requirements

6.2.2.7 Skills Transfer

6.2.3 Proposals are to be submitted with one original copy. The prospective bidder should number the pages and check the numbers of the pages to satisfy themselves that no pages are missing or duplicated. No liability will be accepted by GCIS about anything arising from the fact that pages are missing or duplicated. The prospective

bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid documents.

6.2.4 All the documentation submitted in response to this bid must be in English.

7. IT SUPPORT REQUIREMENTS

- 7.1 The software must be cloud-based or web-based application
- 7.2 The service provider must provide online and telephonic support to GCIS at all times
- 7.3 The service provider must provide software updates as and when required
- 7.4 The service provider will be required to work with the IT component of GCIS for configurations if required.
- 7.5 The software should be compatible and accessible using MS Windows 10 or 11 being the current GCIS operating systems. The proposed software should also accommodate any future MS Windows upgrades in GCIS.
- 7.6 Download files should also be convertible to MS Excel and PDF format and should not exceed 5 megabytes which will not be stored on GCIS server but stored separately on computer (however, the storage of datasets created/ files downloaded should automatically be saved on cloud/web based platform).
- 7.7 Bidding service provider/s need to inform GCIS of any IT requirements including the minimum specifications on each user's PC, for optimal functioning/access of/to the software.
- 7.8 Bidding service provider must indicate which software (name) is proposed in relation to this bid.
- 7.9 Bidding service provider/s are required to provide a list of at least 3 contactable references where the system has been used for similar purposes.

8 MONETARY (PRICING) LIMIT AND INVOICING

- 8.1 The total cost for this service (including VAT) should take into consideration all the requirements of the service and products that are necessary for the effective use of the software for a period of three (3) years.
- 8.2 The service provider/s should indicate how payment for service rendered will be managed over a three-year period (e.g. monthly, quarterly or annually). However, it should be noted that the final payment arrangement will be discussed and agreed with the successful bidder upon appointment and prior rendering the required service.

8.3 A payment structure must indicate a total cost per year inclusive of VAT of the three year period as per example table below and a total of all three years combined:

Year 1	Year 2	Year 3
Proposed total cost inclusive of VAT	Proposed total cost inclusive of VAT (take inflation into account)	Proposed total cost inclusive of VAT (take inflation into account)

8.4 Bidders should indicate their annual price escalation and note that the prices proposed must be fixed for the three-year period.

8.5 Prospective service provider/s must ensure that the prices reflect the total price offered by the prospective service provider/s for this bid. Should the proposal/s of the prospective service provider/s contain inconsistent prices, the department will utilise the figures reflected in the SBD 3.3 as the final price offer as submitted by the service provider/s.

9 SPECIAL CONDITIONS OF THIS BID (RFB)

9.1 GCIS may cancel this bid/RFB before award due to;

9.1.1 Changed circumstances where there is no longer a need for the goods/services specified in the invitation; and/or

9.1.2 Funds are no longer available to cover the total envisaged expenditure; and/or

9.1.3 No acceptable offer is received; and/or

9.1.4 There is a material irregularity in the RFB process and or specifications.

9.2 GCIS may negotiate the price offered by the successful service provider/s if the price offered is deemed not market-related or may make use of alternative and or service provider/s who also provided offers for this RFB should the price offers be market related or the service provider/s be willing to negotiate.

9.3 A service level agreement (SLA) must be signed between the successful bidding company and GCIS. The SLA must be in line with GCIS Supply Chain Management guidelines and Legal Services.

9.4 The contract will be constituted for a duration of 36 months and a 3 Year Service Level Agreement (SLA) will be signed with the successful bidder appointed.

- 9.5 Supplier Performance Management is viewed by the GCIS as a critical component in ensuring value for money and ensuring good supplier relations between the GCIS and all its suppliers. Upon receipt of written notification of an award, the Prospective Bidders will be required to sign a Service Level Agreement (SLA) with the GCIS. The SLA will also serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery of service, quality and value-add to GCIS business.
- 9.6 Only Bidders that comply with the requirements will be considered for evaluations.
- 9.7 The services will be required on a needs basis. Therefore, this implies that the department is not in a position to guarantee any work.
- 9.8 Failure to comply with any condition of these Terms of Reference will invalidate the respective proposal.
- 9.9 Bidders must declare possible conflict of interest with the GCIS prior to the proposed appointment.
- 9.10 In the event that any conflict of interest is discovered during the appointment, the GCIS reserves the right to cancel the agreement;
- 9.11 The GCIS reserves the right to cancel the appointment of a bidder if such a Bidder does not meet the standards agreed upon and/or expected. A Bidder will be given a written warning after the first service delivery failure, and will be removed after the second service delivery failure.

10 PROPOSAL SUBMISSION PROCESS

- 10.1 Submission from bidding service provider /s should be in the form of a proposal providing specific information based on the requirements and deliverables, and the evaluation criteria indicated above.
- 10.2 The proposal/s must clearly reflect the costs (inclusive of VAT). Prospective bidders must refer to paragraph 8 of the specification on the requirements for costs.
- 10.3 All standard bidding documents should be fully and accurately completed and signed. These documents must be submitted together with the bid proposal/s of prospective service provider/s. Prospective service provider/s are to refer to paragraph 6 of the specification for requirements.

11. RETURNABLE DOCUMENTS FROM THE POTENTIAL BIDDERS

11.1 Standard Bidding Documents (SBD's)

11.2 The following documents must be fully and accurately completed, and signed by the duly authorised representative of the potential bidder:

11.2.1 SBD 1 – Invitation to Bid;

11.2.2 SBD 3.3 – Pricing Schedule

11.2.4 SBD 4 – Bidder's disclosure;

11.2.5 SBD 6.1 – Preference Points Claim Form in Terms of the Preferential Procurement Regulations of 2022;

11.2.6 GCC initialed on every page.

12 Registration on the Central Supplier Database (CSD)

12.1 In line with the legislative requirements, potential bidders must be registered on the CSD and provide proof of CSD registration in a form of a MAAA number or CSD report.

12.2 If a bidder is not registered, the bidder must complete the CSD registration of their company prior to submitting a proposal for this bid using the link: <https://secure.csd.gov.za/>.

13 PREFERENTIAL PROCUREMENT EVALUATION POINTS

13.2 Preferential Procurement Regulations 2022 which informs the GCIS policy was utilised for the allocation of preference point.

13.3 For this RFB, the department has allocated preference points for Promotion of enterprises that are 40% or more owned by women, Promotion of enterprises that are 51% or more owned by Historical Disadvantaged Individuals (HDI's) who had no franchise in national elections prior to the introduction of the Constitution Of The Republic Of South Africa, 1993 (Act no. 200 of 1993), enterprises that are 20% owned by youth or more owned by youth .

13.4 Bidders wishing to claim points in terms of the preferential procurement policy framework Act should complete the SBD 6.1 and note the breakdown of points indicated on SBD 6.1.

13.5 Bidders must also note the supporting documents in the form of detailed CSD report, proof of BBBEE status in the form of BBBEE Certificate / Sworn affidavit.

13.6 Bidders who do not submit supporting documents for the preference points claimed will not be allocated points for the specific goals claimed as per below allocated points.

Area of evaluation	Points
1. Price	80
2. Promotion of enterprises that are 51% or more owned by Historical Disadvantaged Individuals (HDI's) who had no franchise in national elections prior to the introduction of the Constitution Of The Republic Of South Africa, 1993 (Act no. 200 of 1993);	10
3. Promotion of enterprises that are 40% or more owned by women	5
4. Promotion of enterprises that are 20% or more owned by youth	5
Total	100

14 SPECIFIC GOALS /RECONSTRUCTION AND DEVELOPMENT (RDP) GOALS INFORMATION AND DOCUMENTS TO BE SUBMITTED BY POTENTIAL BIDDERS

14.2 SPECIFIC RDP GOALS (Preference points)

- i. In line with, the Preferential Procurement Regulations of 2022 and the GCIS Supply Chain Management policy 2023-2024, GCIS has identified the RDP goals indicated below that will also be utilised in the evaluation for this RFB.
- ii. The identified RDP goals as well as the supporting documents that support the points claimed the potential bidder, are listed below against each RDP goal identified;
 1. Promotion of enterprises that are 51% or more owned by Historical Disadvantaged Individuals (HDI's) who had no franchise in national elections prior to the introduction of the Constitution Of The Republic Of South Africa, 1993 (Act no. 200 of 1993);
 - a. To claim preference points in this regard, potential bidders must submit a valid BBBEE Certificate issued by an approved company, or a valid BBBEE sworn affidavit also issued by the relevant authorities as per the legislative requirements.
 2. Promotion of enterprises that are 40% or more owned by women
 - a. To claim preference points in this regard, potential bidders must submit a valid BBBEE Certificate issued by an approved company, or a valid BBBEE sworn affidavit also issued by the relevant authorities as per the legislative requirements.
 3. Promotion of enterprises that are 20% or more owned by youth

- a. To claim preference points in this regard, potential bidders must submit a valid BBEE Certificate issued by an approved company, or a valid sworn affidavit also issued by the relevant authorities as per the legislative requirements.

15 BID EVALUATION PROCESS AND EVALUATION CRITERIA

15.2 BID EVALUATION PROCESS

15.1.1 The bidders will be evaluated in terms of the 80/20 preference points system, where 80 points will be for price only and the 20 points for specific RDP goals.

15.1.2 The evaluation process will be a 4 -phase process consisting of (i) Pre-Evaluation, (ii) Technical Evaluation (iii) Live presentation to demonstrate software capabilities and functionality in response to the set objectives and deliverables), and (iv) Price and Preference Point System. These are phases set, as minimum standards (Gates) that prospective service provider/s must meet in order to be selected as successful service provider/s.

15.1.3 The four - phase process is set out in the table below:

15.1.4 GCIS has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

(Gate 0)	(Gate 1)	(Gate 2)	(Gate 3)
<p>Pre-qualification Criteria</p> <p>i. Bidders must submit a list with a minimum of 5 campaigns that they have implemented utilising the system.</p> <p>Outlining the following :</p> <p>ii. Names of the campaigns</p> <p>iii. Clients</p> <p>iv. Duration of the campaigns</p> <p>v. Budget allocated to each campaign.</p> <p>vi. Only suppliers that have used the system to implement 5 or more campaigns that have a combined total budget of R500 000.</p> <p>vii. Bidders must provide signed reference letters that verify the above listed campaigns. The letters must be in line with the list provided by the Bidder and must confirm the contents on the submitted list in terms of the campaign name, duration and the budget allocated to the campaign.</p> <p>Note that the client letters provided must be aligned to the list of campaigns provided</p>	<p>Technical Evaluation Criteria</p> <p>Bidder(s) are required to achieve a minimum functionality score of 60% or more. Bidders that scored 60% or more will move to the demonstration phase .</p>	<p>Demonstration</p> <p>Bidder(s) who score 60% and above on Functionality .are required to achieve a minimum functionality score of Bidders that scored 60% or more will proceed to gate 3.</p>	<p>Price and Preference Point System</p>

16 BID EVALUATION CRITERIA

16.1 Gate 0: Pre-Qualification Criteria (Phase 1)

16.1.1 Without limiting the generality of GCIS' other critical requirements for this Bid, Bidder/s must submit the documents listed in Table 1 below.

16.1.2 During this phase Bidder/s' responses will be evaluated based on their submission of the list of campaigns implemented ensuring that they provide the name of the campaign, the name of the client, duration of each campaign and the budget allocated to each campaign.

16.1.3 Further to this bidders must provide written client confirmation on the clients letter head confirming that the Bidder did implement the campaign.

Table 1: Document that must be submitted for Pre-qualification (Gate 0)

Documents that must be submitted	Non-submission will result in disqualification	
<p>Bidders must submit a list with a minimum of 5 campaigns that they have implemented utilising the system: Names of the campaigns , listing the clients , duration of the campaigns and the budget allocated to each campaign.</p> <p><i>Further to this bidders must provide written client confirmation on the clients letter head confirming that the Bidder did implement</i></p>	<p>YES</p>	<p>Bidders must submit a minimum of 5 campaigns that they have implemented utilising the system, stating the name of the campaign, client name, duration of each campaign and the budget allocated to each campaign.</p> <ol style="list-style-type: none"> 1. Should the Bidder not attach the above list , the department will deem the proposal of the bidder as not responsive. 2. Should the Bidder not state the client name and the budget allocated to the each campaign , the department will deem the proposal of the bidder as not responsive. 3. Should the Bidder not attach the above confirmation letters from the listed clients confirming the implementation of the listed campaigns, the department will deem the proposal of the bidder as not responsive.

<p><i>the campaigns stated on the submitted list .</i></p>		
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16.2 Technical Evaluation Criteria (Gate 1) : Phase 2

- 16.2.1** Prospective service provider/s that score 60% or more on functionality will be invited to Gate 2 for a Live Demonstration of the system.
- 16.2.2** All prospective service provider/s are requested to attend to all aspects of the bid evaluation criteria to avoid unnecessary loss of points during the evaluation process.
- 16.2.3** GCIS will evaluate the functionality (including a live presentation to demonstrate software capabilities and functionality in response to the set objectives and deliverables) of each proposal taking into account the following criteria:

16.3 Evaluation Criteria for Proposals

Criteria	Weight	Value
<p>Proven Experience in providing the service:</p>	<p>30</p>	
<p>The system owner has to demonstrate the number of years that the system has been in use</p> <p>State number of years the system has been in operation and used for the booking of Out of Home inventory</p> <p>Less than 1 year = 1 point</p> <p>Between 1 – 2 years = 2 points</p> <p>Between 2 – 3 years = 3 points</p> <p>Between 3 – 4 years = 4 points</p>		

	<p>more than 4 years = 5 points</p> <p>Resources</p> <p>Provide CVs of all the resources that will be working on the GCIS project , outlining their individual experiences in working with systems. The CV's must be for the following resources in accordance with 6.1.4.1</p> <p>a) Account Manager and/or Project Manager, System Developer and/or System Analyst and</p>	40	
Project Management capabilities	<p>Provide an implementation plan that shows the methodology of delivering a project outlining the following:</p> <ol style="list-style-type: none"> 1. Project Methodology; 2. Scope of Work; 3. Implementation Plan; 4. Project Plan including duration and resource planning. 	30	
	Total	100	

16.3.1 GCIS will assess the functionality of each proposal taking into account the following weighted criteria

16.3.2 ALLOCATION OF WEIGHTS / VALUES FOR EVALUATION CRITERIA OF THE TECHNICAL / FUNCTIONALITY

The points for the Gate 1 evaluation Criteria as per table 4 above will be allocated on the criteria of the weights / values listed below:

Values: 0= non- submission, 1 = Poor, 2 = Average, 3 = Acceptable; 4 = Very good; 5 = Excellent

The percentage for functionality will be calculated as follows:

$$\frac{A}{B} \times 100$$

Where:

A = total score of the bidder
B = maximum score, i.e. 500

17. DEMONSTRATION Gate 2 (Phase 3)

<p>Demonstration of software capabilities in responding to the set objectives and deliverables</p>	<p>SYSTEM DEMONSTRATION OF THE FOLLOWING SYSTEM CAPABILITIES</p> <p>1.1 Selection process</p> <p>1.2 Booking process</p> <p>1.3 Booking confirmation (supplier contract)</p> <p>1.4 Processing of Artwork</p> <p>1.5 Submission of proofs</p> <p>1.6 Invoicing</p> <p>1.7 Pricing and Reporting</p> <p>1.8 Compliance Verification</p> <p>1.9 Campaign Optimisation</p> <ul style="list-style-type: none"> • Demonstrated 9 or more System capabilities = 5 Points • Demonstrated 7- 8 System capabilities = 4 points • Demonstrated 6 - 7 System capabilities = 3 points • Demonstrated 5 -Capabilities = 2 points • Demonstrated 4 or below system capabilities = 1 point 	<p style="text-align: center;">60</p>
	<p style="text-align: center;">Total</p>	<p style="text-align: center;">60</p>

17.1 Potential Bidders must in their bid proposals provide all the information and documents required according to this specifications/terms of reference.

17.1.1. **ALLOCATION OF WEIGHTS / VALUES FOR EVALUATION CRITERIA OF THE DEMONSTRATION;**

17.1.2. The points for the Gate 2 evaluation Criteria as per table under paragraph 17 above will be allocated on the criteria of the weights / values listed below:

Values: 0= non- submission, 1 = Poor, 2 = Average, 3 = Acceptable; 4 = Very good; 5 = Excellent

The percentage for functionality will be calculated as follows:

$$\frac{A}{B} \times 100$$

Where:

A = total score of the bidder

B = maximum score, i.e. **300**

18. CLARIFICATION AND ADDITIONAL INFORMATION

18.1 The GCIS may request clarification or additional information regarding some aspect/s of the proposals as submitted. Should this be requested, the bidders will be contacted for additional information and will be notified in advance with a clear due date for submission. Please note that Bidders will not be permitted to change the substance of their bids after bid opening.

18.2 The service provider/s who meet all the requirements of the bid will be recommended as the preferred service provider.

18.3 The proposals must be deposited in the '**Tender Box**' at the **GCIS RECEPTION, marked for the attention Supply Chain Management** at the following physical address:

The proposal should be sent to:

Government Communications (GCIS)

1035 Francis Baard Street

Corner Festival

Tshedimoseitso House

Pretoria

0001

19. NON - COMPULSORY BRIEFING SESSION

19.1 A non-compulsory briefing session will be held on 27 August 2024. Details of the briefing session are as follows:

Date: 27 August 2024
Time: 10:00 – 12:00
Venue: Tshedimoseetso House, 1035 Corner Frans Baard and Festival street Hatfield, Pretoria and Online via Teams.
Link: [Click here to join the Meeting](#)

20. CLOSING DATE FOR THE BID

20.1 The closing date for submission of detailed proposals is **16 September 2024, at 11:00 am**. Late submission of proposals will not be considered for evaluation.

21. ENQUIRIES

For area's on software functionality criteria only

Contact persons:

Ace Mlisa
(012) 473-0287
ace@gcis.gov.za

Phineas Phelelo
(012)473-0154
Phineas@gcis.gov.za

For bidding procedures

Contact persons:

Namane Mahlaba
(012) 473 0093
namane@gcis.gov.za

Ms Lebogang Molayi
(012) 473 0143
Lebogangm@gcis.gov.za

**ACQUISITION OF AN OUT-OF-HOME AUTOMATED BOOKING SYSTEM/
SOFTWARE TO BE USED BY GCIS FOR THREE (03) YEARS**

Mr Sinombulelo Mlisa
Director: Media Buying
Date:

Ms Neli Shuping
Chief Director: CSA
Date:

Ms Regomoditswe Mavimbela
DDG: CP&D
Date:

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFB 004/2024//2025	CLOSING DATE :16 September 2024	120 Days	CLOSING TIME:	11:00
DESCRIPTION	Erratum Acquisition of an Out of Home (OOH) Automated Booking System Software to be used by GCIS for a Period of three (03) Years				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GCIS Head Office					
Tshedimosetso House					
C/O Francis Baard and Festival Streets					
Hatfield					
Pretoria					
0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Lebogang Molayi/ Namane Mahlaba		CONTACT PERSON	Ace Mlisa/ Phineas Phelelo	
TELEPHONE NUMBER	012 473 0143/ 0093		TELEPHONE NUMBER	012 473 0287	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Lebogangm@gcis.gov.za/ Namane@gcis.gov.za		E-MAIL ADDRESS	Ace@gcis.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. 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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

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 3.3
PRICING SCHEDULE
 (Professional Services)

NAME OF BIDDER:	BID NO.: ...RFB 004-2024/2025
CLOSING TIME 11:00	CLOSING DATE 16 September 2024

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY *(ALL APPLICABLE TAXES INCLUDED)
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ERRATUM: ACQUISITION OF AN OUT OF HOME (OOH) AUTOMATED BOOKING SYSTEM/ SOFTWARE TO BE USED BY GCIS FOR A PERIOD OF THREE (03) YEARS

1. The accompanying information must be used for the formulation Of proposals.
2. Bidders are required to indicate a ceiling price based on the total Estimated time for completion of all phases and including all Expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days

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

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

TOTAL: R.....

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

Name of Bidder:

5.2 Other expenses, for example accommodation (specify, e.g. three Star hotel, bed and breakfast, telephone cost, reproduction cost, Etc.). On basis of these particulars, certified invoices will be checked For correctness. Proof of the expenses must accompany invoices.

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

TOTAL: R.....

6. Period required for commencement with project after Acceptance of bid

7. Estimated man-days for completion of project

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

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

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

Any enquiries regarding bidding procedures may be directed to the –

GCIS
1035 Francis Baard Street
Hatfield

Lebogang Molayi/ Namane Mahlaba
Tel: 012 473 0143 /0093

Or for technical information
Ace Mlisa
012 473 0287

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

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)
Promotion of enterprises that are 51% or more owned by Historical Disadvantaged Individuals (HDI's) who had no franchise in national elections prior to the introduction of the Constitution Of The Republic Of South Africa, 1993 (Act no. 200 of 1993);		10		
Promotion of enterprises that are 40% or more owned by women		5		
Promotion of enterprises that are 20% or more owned by youth		5		

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:
.....
.....
.....

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 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.

Js General Conditions of Contract (revised July 2010)