

**COMPULSORY BID INFORMATION MEETING**

**PLEASE TAKE NOTE THAT NO LATE BIDDER(S)  
WILL BE ADMITTED.**

**PLACE** : A COMPULSORY BRIEFING SESSION AT  
Wellness Centre  
Agriculture Place  
20 Steve Biko Road  
Arcadia  
Pretoria

**DATE** : 19 July 2019

**TIME** : 10H00

**ENQUIRIES** : GENERAL ENQUIRIES: MR. B. COETZER  
TEL. NO.: (012) 319 7816

TECHNICAL ENQUIRIES: Jimmy Weir-Smith  
TEL NO: 012 319 6179

**FAILURE TO ATTEND THE COMPULSORY BID INFORMATION MEETING WILL  
RESULT IN THE BIDDER'S BID TO BE REJECTED.**

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**CERTIFICATION BY BIDDER THAT THE COMPULSORY BID INFORMATION  
MEETING DESCRIBED ABOVE WAS ATTENDED:**

I/We, \_\_\_\_\_  
as representative of the company/firm \_\_\_\_\_  
hereby declare that the compulsory site inspection was attended and that I/we am/are  
fully aware of the extent of the task.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**CERTIFICATION BY DEPARTMENTAL REPRESENTATIVE ON SITE AFTER THE BID  
INFORMATION MEETING**

I \_\_\_\_\_ hereby confirm that the site inspection was attended by  
the above bidder.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

*R-H-R*

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	4.4.12.2/25/18	CLOSING DATE:	02 August 2019	CLOSING TIME:	11:00.AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP, IMPLEMENT, OPERATE AND MAINTAIN AN ELECTRONIC IMPORT/EXPORT SYSTEM FOR THE AGRICULTURAL SECTOR				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES, AGRICULTURE PLACE MAIN ENTRANCE					
TENDER RECEIPTS OFFICE ROOM NO: A-GF-06					
20 STEVE BIKO ROAD, ARCADIA, PRETORIA					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr. Ben Coetzer		CONTACT PERSON	Mr. Jimmy Weir-Smith	
TELEPHONE NUMBER	012 319 7816		TELEPHONE NUMBER	012 319 6179	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	BenC@Daff.gov.za		E-MAIL ADDRESS	JimmyWS@daff.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS 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: .....

*K-n-a*

**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: 4.4.12.2/25/18
Closing Time 11:00 am Telkom time	Closing date: 2 August 2019

**OFFER TO BE VALID FOR 90 DAYS (UNTIL 30 OCTOBER 2019) FROM THE CLOSING DATE OF BID.**

- ❖ All prices should include VAT.
- ❖ A complete solution has to be provided. Service providers should add required process/technology/equipment that is not mentioned to ensure a workable solution.
- ❖ Service providers are welcome to add an Annexure with a more comprehensive cost breakdown, however the following minimum prices / costs have to be provided:

**MANDATORY REQUIREMENTS: Ceiling price for the solution:**

ITEM/Description	Quantity	Unit price	Total price
<b>1. System Development Life Cycle (SDLC) documentation and cost per module/application:</b>			
<b>1.1. Scope definition;</b>			
<b>1.2. Problem analysis;</b>			
<b>1.3. Requirements analysis;</b>			
<b>1.4. Logical design;</b>			
<b>1.5. Decision analysis;</b>			
<b>1.6. Business Process design;</b>			
<b>1.7. Installation and customisation;</b>			
<b>1.8. Physical design and integration;</b>			
<b>1.9. Construction/development and testing;</b>			
<b>1.10. Delivery /Operationalising</b>			
<b>2. Costs for 1.1 to 1.10</b>			
<b>3. Costs for maintenance for three years once system completed;</b> (e.g. annual software licenses that need to be paid – system software, operating system software, desktop software other software)			
<b>4. Costs including maintenance</b>			
<b>5. An awareness and comprehensive change management</b>			

**APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP, IMPLEMENT, OPERATE AND MAINTAIN AN ELECTRONIC IMPORT/EXPORT SYSTEM FOR THE AGRICULTURAL SECTOR**

*R.M.R*

ITEM/Description	Quantity	Unit price	Total price
programme must be run during the development of the system within DAFF.			
6. Training: Provide a guide in terms of the numbers of people to be trained as there is a cost per person, manuals, facilities, time etc. e.g. DAFF has 600 users throughout South Africa, additionally the Provinces also have staff to be trained			
7. Costs including Awareness and training			
8. Set up costs including acquisition costs			
9. Sub-total including set up and acquisition costs			
10. Estimated maintenance and support costs of developers and project staff to ensure the continuous updating, maintenance support and help-desk/call-centre facility to support the system			
11. Total system cost (All costs included )			
12. <b>Support</b> Time and material hourly tariff	90 hours		
13. Any <b>additional</b> costs (like labour and equipment / components not specified) – <b>provide details in table below*</b> .			
14. <b>Ceiling price for solution</b>			

**Details for additional equipment, components, labour etc. needed** (service provider to specify any additional required items/components/labour not specified above):

**NB In order for this solution to work, the Department would need to procure the following additional components / items / services:**

\*

Item	Quantity	Unit price	Total Price
<b>*Total of additional equipment and labour (Total must be added to the Ceiling price for solution).</b>			

**Details for additional equipment, components, labour etc. needed** (service provider to specify any additional required items/components/labour not specified above):

*R.H.R.*

**NB In order for this solution to work, the Department would need to procure the following additional components / items / services:**

Item	Quantity	Unit price	Total Price
<b>*Total of additional equipment and labour (Total must be added to the Ceiling price for solution).</b>			

Does offer comply with specification?

\*YES/NO

If not specification, indicate deviation(s)

.....

Period required for delivery

.....

after acceptance of bid and receipt of an official DAFF order

\*Delivery: Firm/Not firm

Note: All delivery cost must be included in the bid price, for delivery at the prescribed destination as per the above table.

Did you submit a Valid Certified B-BBEE Certificate.....

B-BBEE Certificate Status Level contribution ..... = .....  
(A maximum of 20 points)

Contact person:

**Technical: Ms Philile Lukhele or Ms. Phindile Ngesi or Mr. Phoku**  
**Tel: (012) 319 6203 / 6159 / 6203**  
**ICT questions**  
**Mr. J. Weir-Smith**  
**Tel: (012) 319-6197**  
**SCM: General: Mr Ben Coetzer**  
**Tel: (012) 319 7816**

*12-11-2*

## SBD 4

### DECLARATION OF INTEREST

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

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

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

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

2.2 Identity Number:.....

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

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

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means -

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

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

R-H-a

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

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

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

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

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

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

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

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

2.9.1 If so, furnish particulars.  
.....

*R.N.R.*



.....  
.....

2.10 Are you, or any person connected with the bidder, **YES/NO**  
aware of any relationship (family, friend, other) between  
any other bidder and any person employed by the state  
who may be involved with the evaluation and or adjudication  
of this bid?

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**  
of the company have any interest in any other related companies  
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:  
.....  
.....  
.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Number	Employee Peral Number

*R.M.R.*

**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

November 2011

*R-H-R.*

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

*R.M.P.*



B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: \_\_\_\_\_ = \_\_\_\_\_(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		

*R.H.R.*

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name \_\_\_\_\_ of  
company/firm:.....

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in  
business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the  
company/firm, certify that the points claimed, based on the B-BBE status level of  
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies  
the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as  
indicated in paragraph 1 of this form;

*R.M.R.*

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

R.m.a.

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied.)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012)326-5445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

*R.H.A.*

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

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

in response to the invitation for the bid made by:

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

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

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

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

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

R-2-2

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2

*R.M.R*



# agriculture, forestry & fisheries

Department:  
Agriculture, Forestry and Fisheries  
REPUBLIC OF SOUTH AFRICA

## Bid invitation

**BID NUMBER:** 4.4.12.2/25/18  
**SUBJECT:** APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP, IMPLEMENT, OPERATE AND MAINTAIN AN ELECTRONIC IMPORT/EXPORT SYSTEM FOR THE AGRICULTURAL SECTOR

### 1. GENERAL BID CONDITIONS

- 1.1 Bidders who failed to complete the bid terms of reference/specification in all aspects will automatically be disqualified.
- 1.2 The bid must conform to the minimum requirements, as set out in this document, or it must be stated clearly how it deviates from these requirements and why. Offers exceeding the minimum requirements of the terms of reference/specification are acceptable.
- 1.3 Bidders must complete all the necessary bid forms and undertakings, which normally or otherwise accompany a government bid. The following forms and terms of reference/specification must be completed and submitted together with the bidder's response to this bid:
  - SBD 1 = Invitation to bid
  - SBD 4 = Declaration of interest
  - SBD 6.1 = Preference points claim form
  - SBD 8 = Declaration of bidder's past Supply Chain Management (SCM) practices
  - SBD 9 = Certificate of Independent Bid Determination
- 1.4 The recommended bidder(s) may be requested to complete and sign all the Standard Bidding Documentation (SBD) above within five (5) working days from date of request. Failure to comply will result in disqualification of the bid.
- 1.5 The official forms as per paragraph 1.3 above and the bid terms of reference/specification must NOT be retyped. **To ensure authenticity of documents, bidders must complete the SBD forms and terms of reference/specification forms by hand, using a pen. Bidders who do not comply with this requirement and retype the bidding documentation will be disqualified.**
- 1.6 No bid may be awarded to any bidder whose tax status has not been declared compliant by SARS. The recommended bidder/s that are not tax compliant according to the CSD must resolve their tax matters with SARS

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within seven (7) working days from date of request. Failure to comply with the aforementioned will result in the bid being disqualified. The Department reserves the right to consider the second bidder who is tax compliant.

- 1.7 All bidders must ensure that they are registered on the Central Supplier Database (CSD): [www.csd.gov.za](http://www.csd.gov.za). Bidders are advised to ensure that their banking details are successfully verified on the CSD.
- 1.8 The Department will verify the bidder's registration on the CSD.
- 1.9 The Department will not award any bid to a bidder not registered as a prospective service provider/supplier on the CSD.
- 1.10 The successful bidder will be required to sign a written contract form (SBD 7). This document will be a binding contract between the successful bidder and the Department. No service should be rendered without receipt of an official order issued by the Department. No official order will be issued unless the successful bidder(s) has been successfully registered on the Central Supplier Database of the National Treasury.
- 1.11 This bid is subject to Government Procurement: General Conditions of Contract, which may not be amended.
  - 1.11.1 Failure to withdraw, waive and/or renounce the bidder's own bid conditions, when called upon to do so, will invalidate the bid.
- 1.12 During evaluation of the bids, information may be requested in writing from bidders. Replies to such requests must be submitted within five (5) working days or bids may be disregarded.
- 1.13 The Department may **only accept a total ceiling price** for the entire project that must be inclusive of **all costs** (including travel and subsistence expenses). The bidders will not be entitled to claim for travel and subsistence expenses, such items must be included in the bid price.
- 1.14 The Department will give preference to bidders that bid firm prices for the entire duration of the contract in terms of this bid. Non-firm prices (including prices that are subject to rates of exchange variations) may be considered if supporting documentation is submitted. **It is mandatory for the bidder to complete the SBD 3 form (pricing schedule) in full. Should the bidder fail to complete the bid price on the SBD 3 form, the bid will be regarded as invalid. No price increases will be considered by the Department in cases where firm bid prices have been agreed upon.**
- 1.15 The Department will not be held liable for any expenses incurred by bidders in preparing and submitting bids.
- 1.16 The Department reserves the right to appoint more than one bidder, depending on conditions of the bid.
  - 1.16.1 The award of the bid may be subjected to price negotiation with the recommended bidders.

**BID NUMBER:** 4.4.12.2/25/18

**SUBJECT:** APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DE-VELOP, IMPLEMENT, OPERATE AND MAINTAIN AN  
ELEC-TRONIC IMPORT/EXPORT SYSTEM FOR THE AGRICUL-TURAL SECTOR

12-11-18

- 1.17 The Department hereby chooses the following street address as its *domicilium citandi et executandi* for the purpose of serving notices and legal documentation:

**Street address**

Agriculture Place  
20 Steve Biko Road  
ARCADIA  
Pretoria  
0083

- 1.18 In order to qualify for B-BBEE points, bidders are required to submit proof as a B-BBEE Status Level contributor. Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof and Sworn Affidavits attested by a Commissioner of Oaths together with the bids or price quotations to substantiate the B-BBEE rating claims.

- 1.18.1 Bidders who do not submit proof of B-BBEE Status Level contributor or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE.

- 1.18.2 If this bid is subject to B-BBEE prequalification criteria, failure to submit the required proof as a B-BBEE contributor will result in automatic disqualification of the bid.

**1.19 B-BBEE Status Level Verification Certificates submitted must be issued by the following:**

**1.19.1 Bidders other than EMEs and QSEs**

Verification agencies accredited by SANAS; or

**1.19.2 Bidders who qualify as EMEs and QSEs**

Sworn affidavit signed by the EME or QSE representative and attested by a Commissioner of Oaths.

- 1.19.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate or Sworn Affidavit.

- 1.19.4 Public entities and tertiary institutions must submit B-BBEE Status Level Verification Certificates together with their bids.

- 1.20 For joint venture to be considered and points allocated accordingly, the following documents are required:

- 1.20.1 Agreement between parties in joint venture;

- 1.20.2 Consolidated B-BBEE certificate; and

- 1.20.3 Both parties must be registered on the Central Supplier Database with a tax compliant status.

**BID NUMBER:** 4.4.12.2/25/18

**SUBJECT:**

APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP, IMPLEMENT, OPERATE AND MAINTAIN AN  
ELECTRONIC IMPORT/EXPORT SYSTEM FOR THE AGRICULTURAL SECTOR

*Handwritten signature*



- 1.21 Bidder(s) may be requested to submit a valid company registration certificate issued by the Registrar of Companies and copies of the ID document(s) of active director(s).

**1.22 Enquiries**

Technical enquiries	<u>Inspection Services</u> Mr Ernest Phoku or  Ms Philile Lukhele or Ms. Phindile Ngesi  <u>ICT</u> Mr Jimmy Weir-Smith Ms Thea Pinkham	Tel. 012 309 8701 <a href="mailto:ErnestP@daff.gov.za">ErnestP@daff.gov.za</a> Tel. 012 309 8764 <a href="mailto:PhilileL@daff.gov.za">PhilileL@daff.gov.za</a> Tel. 012 309 8764 <a href="mailto:PhindileN@daff.gov.za">PhindileN@daff.gov.za</a>  Tel. 012 319 6179 <a href="mailto:JimmyWS@daff.gov.za">JimmyWS@daff.gov.za</a> Tel. 012 319 6203 <a href="mailto:TheaP@daff.gov.za">TheaP@daff.gov.za</a>
General SCM enquiries	Ben Coetzer	Tel. 012 319 7816 <a href="mailto:BenC@daff.gov.za">BenC@daff.gov.za</a>

- 1.23 The successful bidder must supply and deliver goods and services to the address as indicated in the bid documentation.
- 1.24 The validity period of this bid must be at least 90 days from the closing date of the bid.

**2. CONFIDENTIALITY**

- 2.1 This bid and all information in connection therewith shall be held in strict confidence by bidders and the use of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.
- 2.2 The unauthorised disclosure of any information regarding the Department or its activities to any other organisation or individual is prohibited. The bidders may not disclose any information, documentation or products to other clients without the written approval of the Director-General or the delegated official.

**3. COPYRIGHT**

- 3.1 Copyright of all documentation in relation to this bid belongs to the Department. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the Director-General or the delegated official.

**4. PAYMENTS**

- 4.1 Payment shall normally be made within 30 days after receipt of an original invoice, subject to satisfactory delivery of the service as outlined in the Terms of Reference/Specification.

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## 5. NON-COMPLIANCE WITH DELIVERY TERMS

As soon as it becomes known to the bidder that he/she will not be able to perform the services/deliver the goods within the agreed time/or delivery period and/or against the quoted price and/or as specified in the contract, the Department must be given immediate written notice to this effect. The Department reserves the right to implement remedies as provided for in paragraph 22 of the General Conditions of Contract.

## 6. RETENTION

- 6.1 On termination of this agreement, the bidder shall on demand, hand over all documentation, information, etc. to the Department without the right of retention.
- 6.2 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement of the agreement to amend or vary conditions shall be in writing.

## 7. EVALUATION TEAM

The Department will appoint a Bid Evaluation Committee to evaluate the bid submissions. The committee will make recommendations to the Bid Adjudication Committee.

## 8. EVALUATION OF BIDS

Bids will be evaluated on the following basis:

### 8.1 Phase 1: Prequalification criteria

8.1.1 The following prequalification criteria will be applicable to this bid:

(i) **Minimum level 1-4**

8.1.2 Bidders that do not meet the pre-qualification criteria stipulated in paragraph 8.1.1 above will be disqualified from further evaluation.

### 8.2 Phase 2: Compliance with minimum bid requirements

8.2.1 All bids duly lodged will be evaluated to determine compliance with the bid requirements and conditions. Bids with obvious deviations from the bid requirements/conditions and not acceptable to the evaluation committee will be eliminated from the adjudication process.

### 8.3 Phase 3: Evaluation of functionality (site visit)

All bidders must provide at least one reference letter for an import or export or Sanitary/Phyto-Sanitary system as part of their bid.

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- 8.3.1. Shortlisted bidders will be visited on-site at the Company and/or at the reference site by DAFF officials to consider the points raised in paragraph 7.4.2 and 7.4.3. Failure to adhere to the points to be assessed when called upon to provide the information will disqualify the bidder(s).
- 8.3.2 Values ranging from 1 being poor, 2 being average, 3 being Good, 4 being very Good and 5 being excellent will apply.
- 8.3.3 The evaluation criteria and weights as per paragraph 7.4.4 (50 points) and paragraph 7.4.5 (50 points) will apply.
- 8.3.4 The following evaluation criteria and weights will apply and will consist of a maximum point of 100

**Organisation assessment criteria – site inspection**

As per point 7.4.4 below, DAFF will visit the office/site as part of the evaluation to assess the Organisation according to the criteria and points as provided below

Breakdown of functionality criteria	Scoring					Maximum Points
	1	2	3	4	5	
<b>1. Physical Office address</b>						<b>5</b>
1.1 No Physical Office address can be found	x					
1.2 A Physical Office address is found and staff and clients are evident					x	
<b>2. Head Office telephone number</b>						<b>5</b>
2.1 Head Office telephone number is provided but does not work	x					
2.2 Head Office telephone number is provided, it works but there is no answer		x				
2.3 Head Office telephone number is provided it works but you cannot be switched through to next person			x			
2.4 Head Office telephone number is provided it works, is answered promptly and people can be switched though quickly				x		
2.5 Head Office telephone number is provided it works, is answered promptly and people can be switched though quickly to anywhere in RS					x	
<b>3. Technical support telephone number</b>						<b>5</b>
3.1 Technical support telephone number is provided but does not work	x					
3.2 Technical support telephone number is provided, it works but there is no answer		x				
3.3 Technical support telephone number is provided it works but there is no technical support person to help you			x			
3.4 Technical support telephone number is provided it works and the technical support person helps you				x		
3.5 Technical support telephone number is provided it works, the technical support per-					x	

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*R.H.R.*

Breakdown of functionality criteria	Scoring					Maximum Points
	1	2	3	4	5	
son helps you and you can provide feedback about the quality of service						
<b>4. Number of Technical support staff manning the technical support number</b>						<b>10</b>
4.1 Number of Technical support staff manning the technical support number is provided	x					
4.2 Number of Technical support staff manning the technical support number is provided they are in the technical support centre		x				
4.3 Number of Technical support staff manning the technical support number is provided they are in the technical support centre r and they can help you			x			
4.4 Number of Technical support staff manning the technical support number is provided they are in the technical support centre, they can help you and there are various levels of support and skilled people present				x		
4.5 Number of Technical support staff manning the technical support number is provided they are in the technical support centre, they can help you, there are various levels of support and skilled people present and there is an after-hour service which works and is available with escalation, reference number and feedback to client who ca					x	
<b>5. List of skills and expertise of staff manning the technical support number</b>						<b>10</b>
5.1 List of skills and expertise of staff manning the technical support number is provided	x					
5.2 List of skills and expertise of staff manning the technical support number are present in the technical support centre		x				
5.3 List of skills and expertise of staff manning the technical support number are present in the technical support centre, each person is identifiable			x			
5.4 List of skills and expertise of staff manning the technical support number are present in the technical support centre, each person is identifiable and can do the work indicated				x		
5.5 List of skills and expertise of staff manning the technical support number are present in the technical support centre, each person is identifiable and can do the work indicated and is client focussed					x	
<b>6. Planning, implementation and operational capability to run the system and</b>						<b>10</b>

*R.H.R.*

**BID NUMBER:** 4.4.12.2/25/18

**SUBJECT:** APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DE-VELOP, IMPLEMENT, OPERATE AND MAINTAIN AN ELEC-TRONIC IMPORT/EXPORT SYSTEM FOR THE AGRICUL-TURAL SECTOR

Breakdown of functionality criteria	Scoring					Maximum Points
	1	2	3	4	5	
<b>communicate</b>						
6.1 The organisation has indicated that it has planning, implementation and operational capability to run the system and communicate with clients at all levels. This is not evident from the state of the offices, and support centre	x					
6.2 The organisation has indicated that it has planning, implementation and operational capability to run the system and communicate with clients at all levels. People are in the correct places but when questioned capability seems to be lacking.		x				
6.3 The organisation has indicated that it has planning, implementation and operational capability to run the system and communicate with clients at all levels. People are in the correct places and the atmosphere indicates that things are working and operational.			x			
6.4 The organisation has indicated that it has planning, implementation and operational capability to run the system and communicate with clients at all levels.				x		
6.5 The organisation has indicated that it has planning, implementation and operational capability to run the system and communicate with clients at all levels as well as internationally.					x	
<b>7. Name(s) and contact number of clients who use system</b>						5
7.1 No Name(s) and contact number(s) of clients who use system was provided	x					
7.2 Name(s) and contact number of clients who use system was provided					x	

**System assessment criteria site inspection**

As per point 7.4.5 below, DAFF will visit the office/site as part of the evaluation to assess the system according to the criteria and points as provided below

Breakdown of functionality criteria	Scoring					Maximum Points
	1	2	3	4	5	
<b>1. Name of system</b>						5
1.1 No name of system was provided	x					
1.2 Name of system was provided					x	
<b>2. System URL</b>						10
2.1 System URL is provided but does not work	x					

**BID NUMBER:** 4.4.12.2/25/18

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*M.H.K.*

Breakdown of functionality criteria	Scoring					Maximum Points
	1	2	3	4	5	
2.2 System URL is provided and works		x				
2.3 System URL is provided, works and it seems if the system behind the URL is working			x			
2.4 System URL is provided, works and it seems if the system behind the URL is working and appears to be an import-export system				x		
2.5 System URL is provided, works and it seems if the system behind the URL is working and appears to be an import-export system with the relevant sub-systems in place and working					x	
<b>3. List of Core Functions</b>						<b>10</b>
3.1 List of Core Functions are provided	x					
3.2 List of Core Functions are provided and seem related to import-export functions		x				
3.3 List of Core Functions are provided and cater for export and related functions			x			
3.4 List of Core Functions are provided and cater for export and import and related functions				x		
3.5 List of Core Functions are provided and function as expected for import and export functions and related functions					x	
<b>4. Programming language used (Name and version)</b>						<b>5</b>
4.1 Programming language used is not provided	x					
4.2 Programming language used is provided		x				
4.3 Programming language used is provided with relevant versions of frameworks/libraries			x			
4.4 Programming language used is provided is provided with relevant versions of frameworks/libraries and is broadly used in the industry (well known) and support is available				x		
4.5 Programming language used is provided is provided with relevant versions of frameworks/libraries and is the same as what the department uses and support is available					x	
<b>5. Database used (Name and Version)</b>						<b>5</b>
5.1 Database used is not provided	x					
5.2 Database used is provided		x				
5.3 Database used is provided with relevant version			x			
5.4 Database used is provided with relevant versions and is broadly used in the industry (well known) and support is available				x		
5.5 Database used is provided with relevant versions of and is the same as what the de-					x	

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*R.T.P.*

Breakdown of functionality criteria	Scoring					Maximum Points
	1	2	3	4	5	
partment uses and support is available						
<b>6. API (Name and Version)</b>						<b>5</b>
6.1 APIs /technology used to communicate with other/external systems used is not provided	x					
6.2 APIs /technology used to communicate with other/external systems used is provided		x				
6.3 APIs /technology used to communicate with other/external systems used is provided with relevant versions and or frameworks			x			
6.4 APIs /technology used to communicate with other/external systems used is provided with relevant versions and or frameworks and is broadly used in the industry (well known)				x		
6.5 APIs /technology used to communicate with other/external systems used is provided with relevant versions and or frameworks and is broadly used in the industry (well known) and support is available					x	
<b>7. Number of users who use the system</b>						<b>10</b>
7.1 No number of users who use the system was not provided	x					
7.2 Number of users who use the system was provided, more than 900 users			x			
7.3 Number of users who use the system was provided, more than 2000 users					x	

8.3.5 The points of each panel member will be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality

8.3.6 A bidder must score an average of at least 70 points for functionality to qualify for further adjudication (8.3).

8.4 Phase 4: Evaluation for price and preference point system

8.4.1 Only bidders who met all the minimum bid requirements as per paragraph 8.2 and who scored the average of at least 70 points for functionality in terms of paragraph 8.3 above will be brought on a comparative price basis in terms of the applicable preference point system prescribed in the Preferential Procurement Regulations 6 and 7 of 2017 as indicated in the SBD 6.1 form.

8.6 Phase 5: Awarding of bid

8.5.1 **The successful bidder will usually be the bidder scoring the highest number of points.**

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**9. LATE BIDS**

**All completed documentation must be returned to the Department of Agriculture, Forestry and Fisheries before 11:00 on 2<sup>nd</sup> August 2019. The location of the drop off is: Agriculture Place, Tender Receipt Office, Tender Box, Room A-GF-06.**

Bids received late shall not be considered. The bidding box shall be locked at exactly 11:00. The closing time will be in accordance with Telkom time (1026).

Bidders are therefore advised to ensure that bids are dispatched allowing sufficient time for any unforeseen events that may delay the delivery of the bid and time. For example to access the premises such as security arrangements when entering the department's gate.

**10. COMPULSORY SITE VISIT [IF APPLICABLE]**

10.1 Bidders not attending a compulsory site visit (if applicable) will automatically be disqualified.

10.2 No late arrivals by bidders for a compulsory site visit will be allowed.

**11. COMPULSORY BRIEFING SESSION [IF APPLICABLE]**

11.1 Bidders not attending a compulsory briefing session (if applicable) will automatically be disqualified.

11.2 No late arrivals by bidders for a compulsory briefing session will be allowed.

**12. FRAUD AND CORRUPTION**

All prospective bidders should take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No. 12 of 2004 and any other act applicable.

**13. REJECTION OR CANCELLATION OF BIDS**

13.1 The Department reserves the right to reject or cancel bids.

13.2 Bids may be cancelled for any of the following reasons:

13.2.1 If the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.

13.2.2 If the bidder or any of its directors have:

- (i) Abused the SCM system of any government department.
- (ii) Failed to perform any previous contract and the proof thereof exists.
- (iii) Restricted from doing business with the public sector if such a bidder obtained preferences fraudulently or if such bidder failed to perform on a contract based on the specific goals.
- (iv) If there is proof of fraud or any other improper conduct in relation to such system.

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13.2.3 Due to changed circumstances, there is no longer a need for the goods or services requested.

13.2.4 Funds are no longer available to cover the total envisaged expenditure.

13.2.5 No acceptable bids are received.

13.2.6 Due to material irregularities in the bid process.

**BID NUMBER:** 4.4.12.2/25/18

**SUBJECT:** APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP, IMPLEMENT, OPERATE AND MAINTAIN AN ELECTRONIC IMPORT/EXPORT SYSTEM FOR THE AGRICULTURAL SECTOR

*Reason*

**TERMS OF REFERENCE FOR BID INVITATION FOR  
THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP, IM-  
PLEMENT, OPERATE AND MAINTAIN AN ELECTRONIC IMPORT/EXPORT  
SYSTEM FOR THE AGRICULTURAL SECTOR**

**1. INTRODUCTION**

- 1.1 This bid represents the requirements of the Department of Agriculture, Forestry and Fisheries (DAFF) for the appointment of a service provider to design, develop, implement operate and maintain an electronic import/export system for the agricultural sector.
- 1.2 The successful service provider (hereafter referred to as “the contractor”), will be responsible for providing the services as stipulated in this requirement.
- 1.3 During 2008, the department commissioned a project to fast track the development of an integrated system to ensure the reliability and credibility of electronic bio-security systems in South Africa. In order to manage risk, the department decided to follow a systems development lifecycle in completing the system. The first project phase completed a comprehensive User Requirement Specification for the development of such a system.
- 1.4 This bid requires the successful bidder to complete phase II of the import, export and trade system; focusing on enabling the Directorate Inspection Services (IS) division's business processes concerning the system. As a minimum, the successful bidder needs to ensure that all issues mentioned in the Auditor General's Report have to be addressed in the delivered system.
- 1.5 DAFF oversees the administration and legislation related to the import/export and domestic trade of regulated agricultural products. The importing/ exporting and domestic trade of regulated agricultural products requires that role players comply with four sets of statutory requirements:
  - 1.5.1 *Country-specific requirements* – countries from which we import and/or to which we export (either by mutual agreements for particular products. or by country-specific requirements for particular products).
  - 1.5.2 *South African statute requirements* – those found within the South African statutes to enable imports and/or exports and or domestic trade.
  - 1.5.3 *Inspections* – a standard procedure undertaken by different bodies, based on the animals, plants, and/or products thereof exported from South Africa.
  - 1.5.4 *Auditing* – a standard procedure undertaken by both the DAFF and assignees on regulated plant and animal products destined for export.
- 1.6 Currently, no centralised system is available for divisions within the department to administer and manage these activities in full scope. Adopting a systems development lifecycle, for this project the following deliverables in documented format must be provided:
  - 1.6.1 *Requirements specification: Business Process Management (BPM) document and User Requirement Analysis.*
  - 1.6.2 *Information Strategy Plan: This reference includes a Technology Plan, Software Plan, Systems Plan, Integration Plan, Security Plan and Compliance Requirements.*

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- 1.6.3 *Systems Development Proposal* according to the Systems Development Life cycle with a Project Plan and Budget.
- 1.6.4 *Interface Model (Import and Export):* Business Process Model(s) (BPM), Business Activity Model(s) (BAM), Enterprise Data model, Stakeholder and Interface definitions.
- 1.6.5 *Import/Export Initiative:* Inspection Model(s), Audit Model(s), Risk Model(s).

## 2. SCOPE

- 2.1 The objective for this bid is to develop, implement and provide a web-based ICT solution for IS. This solution needs to ensure that the recording and reporting of import/export inspections of DAFF can be established to improve inspections, management information and record keeping. Relevant information from the University of Pretoria (Phase I) tender will be made available to successful bidder.
- 2.2 The scope of this bid incorporates:
  - 2.2.1 The Directorate's, Inspection Services (IS); Food Safety and Quality Assurance (FS&QA); Food Import Export Standards (FIES); Plant Production (PP); Plant Health (PH); Agricultural Input Control (AIC); Animal Production(AP); Animal Health (AH); Veterinary Public Health (VPH); Genetic Resources (GR) are integrally involved in imports-exports. All the other directorates in the department are affected by imports and exports to a lesser extent.
  - 2.2.2 Operational and Management workflow environment to gather, keep and manage records with sufficient business intelligence capabilities on transactions to enable the appropriate risk management functions for all South African agricultural import/export transactions.
  - 2.2.3 The system must enable the exchange and sharing of information between Departments, Provinces, State Owned Enterprises (SoE), South African Revenue Services (SARS), import-export stakeholders and trading partners in a safe, secure, trusted environment.
  - 2.2.4 The bidder must take cognisance and specify how they have incorporated the requirements of the newest Minimum Interoperability Operating Standards (MIOS) and Minimum Information Security Standards (MISS) while adhering to the current DAFF ICT Architecture principles and standards.
  - 2.2.5 A full turn-key solution which includes end-user training.
  - 2.2.6 Minimum required reporting and business intelligence functionality based on a risk model and engine which can reside in DAFF and at SARS.
- 2.3 The following points are important when considering bidding for this project:
  - 2.3.1 JAVA (free and open source software) is an important consideration for the department in its technology strategy.
  - 2.3.2 The system needs to scale Agricultural operations with an estimated 1,198,134 transactions for imports per annum and 1,872,084 transactions per annum for exports. DAFF has a minimum of 600 end-users manning various offices across South Africa, additionally Provincial staff will also need to use the system. The DAFF network infrastructure will be explained during the briefing session.

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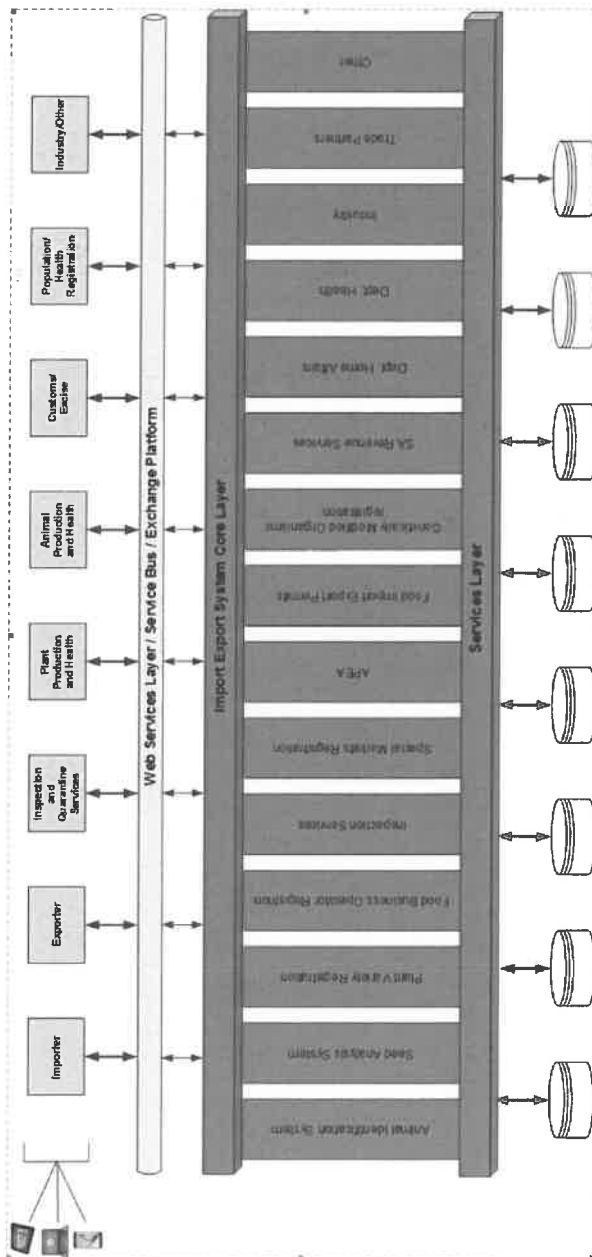
2.3.3 The technology proposal in the bid must be compatible with the DAFF technology architecture.

COMPLY		
YES	NO	RE-MARKS

**3. Product Solution Requirements:**

The diagrams in the document will be printed on A3 and handed out at the briefing session

3.1. The following diagram is provided for easy understanding of the many systems, which may need to interface with this system.

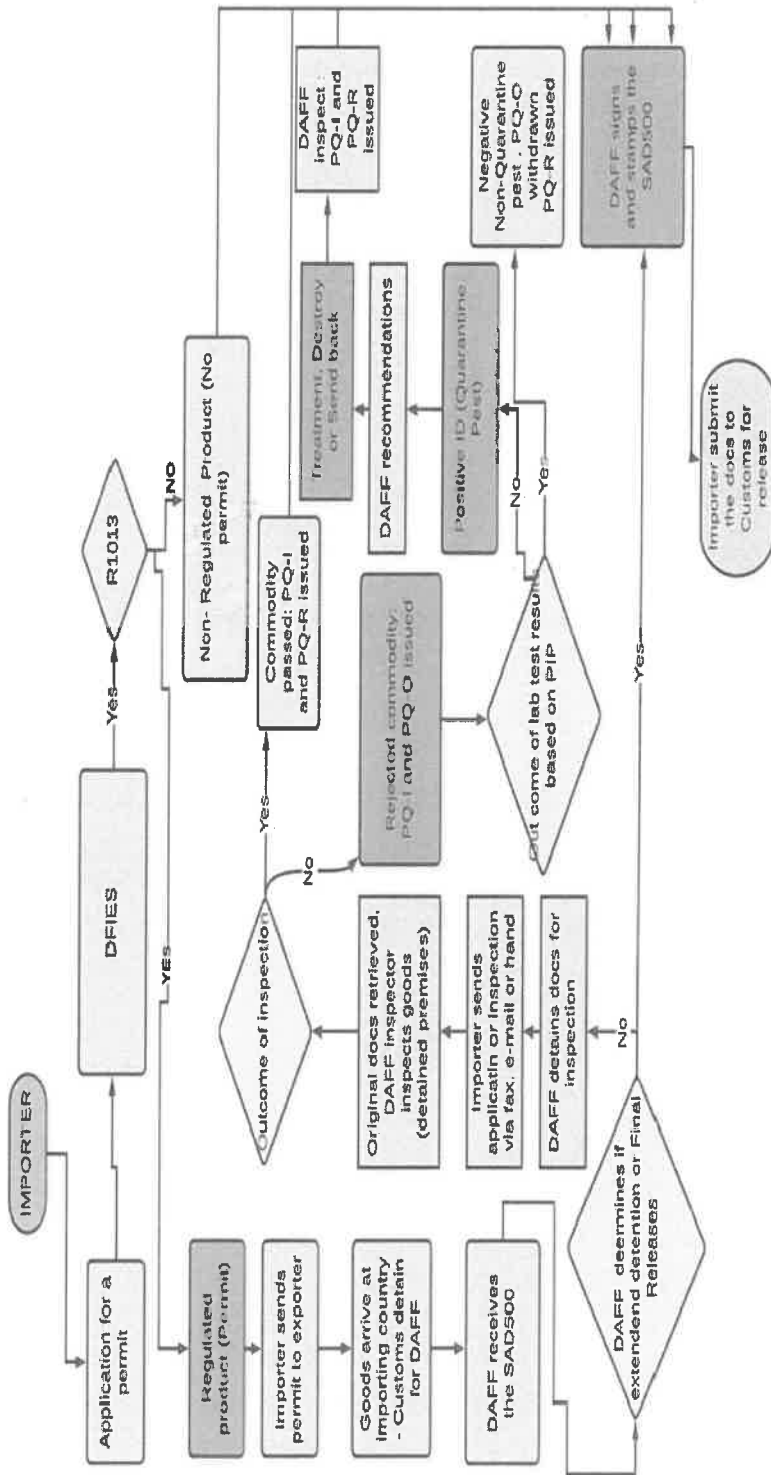


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3.2. The system must be able to manage the processes and functions below as per the following diagram:  
**The following diagram is provided for easy understanding of the process.**

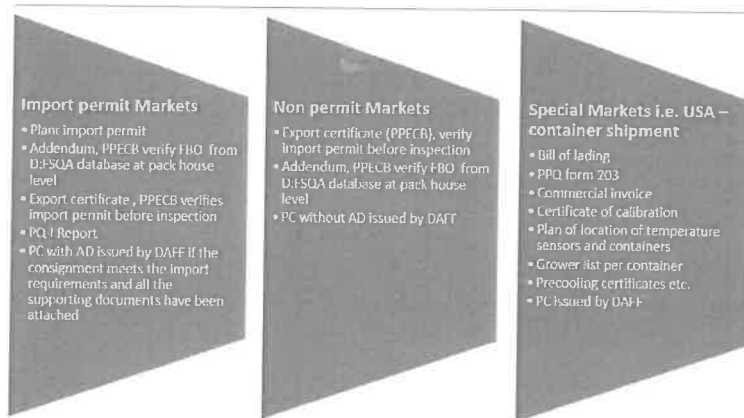
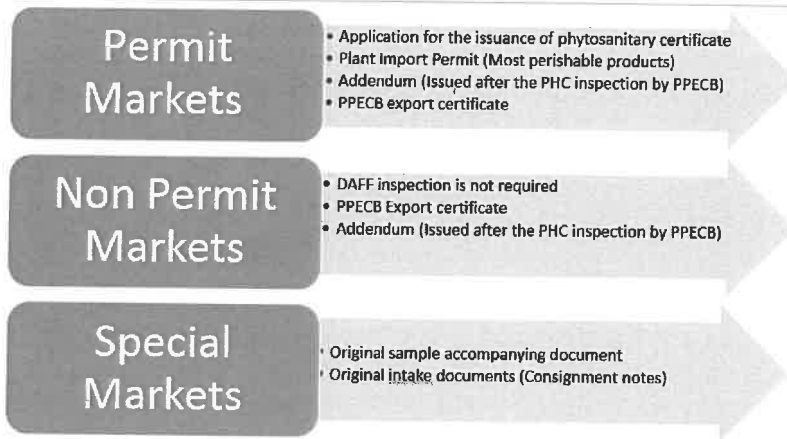


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3.3. **The following diagram is provided for easy understanding of the process.** The system must be able to manage (assess requirements, indicate results and issue permits/certificates if conditions are met) for the Export processes below:



3.4. **The following diagram is provided for easy understanding of the export process.** The system has to be able to assess, process, manage, monitor, report on the following export processes from goods receipts up to an including clearing goods and reporting on them.

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<p><b>4. System requirements:</b></p> <p>4.1. The contractor must undertake the gathering of requirements, system analysis, design, develop, test, deploy and implement an electronic Business Process Management (BPM) solution which complies with the user requirements as specified below as a working solution within 12 months of the tender being awarded. It is the intention of the department to reduce the usage of paper for imports/exports.</p>			
<p>4.2. The system once developed will be tested and run operationally on the developer's infrastructure and resources for at least 12 months to iron out issues and provide updates and changes as required by way of maintenance to ensure the system is functional.</p>			
<p>4.3. After three months the system must be backed-up to DAFF's environment where it can run in a cold-site configuration.</p>			
<p>4.4 The proposed solution (software) including front-ends and back-ends must ensure the system is future proof, (meaning it can be used for 5-10 years on the technology is used)</p>			
<p><b>4.5. The implemented BPM solution must provide the following functionalities:</b></p> <p>4.5.1. Implemented workflow processes for Inspection Services covering but not restricted to the following:</p>			
<p>4.5.2. Business Activity Monitoring (BAM) for process performance</p>			
<p>4.5.3. Business Intelligence Dashboard for Risk Analysis. It must be able to exchange information with the customs risk engine of SARS, industry and the directorates mentioned above while being able to interface with Monitoring and Evaluation (M&amp;E) systems and provide information for reporting</p>			

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4.5.4. Electronic data warehouse storage for Import-Export transactions. (DAFF uses Alfresco which if used in the solution could reduce costs)			
4.5.5. The system must have an OFFLINE functionality to allow the capturing of information/documentation with limited validation but which would allow an inspector to make a decision, which is reflected on the local system at their office until communication is restored to the main system and then updates the main system. Additionally, Offline functionality may require inspectors to capture the required information on paper and once communication is re-established to capture these documents on the system. It is required that the system cannot be offline for more than four (4) hours per month. Once the site/inspector can access the internet this information must be automatically synched to the main system and provide a notification to the inspector and regional inspector of success or failure of the synching of the information via an automated email reflecting a summary of the transactions uploaded.			
<b>5. Work Flow processes, Business Activity Monitoring and Business Process Monitoring are required as follows:</b>			
5.1. Implemented workflow processes:  The purpose of this functionality is to automate and support workflow processes in IS based on role and security authorisation. This implementation covers the following core IS processes:			
<b>5.1.1. Perform compliance monitoring:</b>			
5.1.1.1. Identify risks (prohibitions and restrictions list(s)), monitor and update risks/repeat offenders list, list risks/repeat offenders, share risk information with SARS / Departments / agencies / stakeholders electronically);			
5.1.1.2. Evaluate risk compliance (Document Checks, Inspections, Audits, reports, trends)			
5.1.1.3. Enforce risk control measures (Eradicate risks, Treat Risks, Seize risks / <i>consignments</i> , Detain Risky consignments, Destruction of <i>consignments</i> ).			
5.1.2. Perform status monitoring:			
5.1.2.1. Do surveillance;			
5.1.2.2. Do surveys;			
5.1.2.3. Do sampling;			
5.1.2.4. Do testing;			

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5.1.2.5. Do reporting;			
5.1.2.6. Declaration awareness (DAFF, SARS, trading partners and countries)			
5.1.3. Perform authorisation decisions:			
5.1.3.1. Issue electronic certificates Sanitary, Phyto Sanitary, Quality, permits, other authorisations			
5.1.3.2. Issue electronic permits (import-and export). The issuing of electronic permits must be auditable and be able to be ingested by the importing country's National Plant Protection Organization (NPPO) hub according to International Standards for Phyto sanitary Measures (ISPM) 12 by means of XML message(s)			
5.1.3.3. Do inspections authorisation (documentary, physical, planning of inspections);			
5.1.3.4. Do authorisations;			
5.1.3.5. Do reporting;			
5.1.3.6. Issue orders;			
5.1.3.7. Do releases;			
5.1.3.8. Do retentions;			
5.1.3.9. Issue notices of non-compliance (and compliance)			
5.1.3.10. Re-issues, re-exports, extended-inspections, exception management;			
5.1.3.11. Inform, stakeholders, (e.g. SARS, Perishable Products Export Control Board (PPECB), D: Health, DHA, South African National Seed Organization (SANSOR), World Organisation for Animal Health (OIE), International Plant Protection Convention (IPPC), traders, companies, trading countries)			
5.1.4. Perform technical audit operations (according to DAFF's standard operating procedures (SOP))			
5.2. Business Activity Monitoring (BAM)			
Integrated BAM to enable the monitoring of operational process workflows. This must be presented and developed per user defined dimensions. This must include, but not be limited to:			
5.2.1. Information on the current status of ongoing cases (Process BAM); (e.g. <i>Facilitate day-to-day operations (including sharing of information between DAFF/SARS / Dept. Home Affairs (DHA) / Dept. Health /industry, consignment inspections, and document inspections) associated with the importing and exporting of com-</i>			

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<p><i>modities by providing key information as prescribed by Legislation);</i></p>			
<p>5.2.2. Information on the current status of ongoing activities (Task BAM) (e.g. number of tasks on time, at risk or overdue, <i>Allow stakeholders to track progress on permits/certificates online. Provide on-line operational information on the status of all Imports and Exports; trade-units/consignments, service requests for inspections (Phyto sanitary, quality, or other) and certification/permits);</i></p>			
<p>5.2.3. Summaries of the cases and activities that are currently closed (Process Analytics) (e.g. case cycle time, <i>Provide Management and Statistical Information to all interested parties within the Department of Agriculture and the extended Agricultural Sector);</i></p>			
<p>5.2.4. Information of closed activities that belong to closed cases (Task Analytics) (e.g. creation date, solution date);</p>			
<p>5.2.5. Information of the phases (or paths) defined by the user (Phase Analytics)</p>			
<p>5.3. Business Intelligence (BI) dashboard for tactical risk and performance indicators</p> <p>A Business intelligence dashboard is required to provide real-time access and information for reporting, tracking, and monitoring of transactions and general use of the system, trends, types of queries and who used the system, for IS officials on the total risk profile of the import/export/trade process, as defined in the "Risk Model" Phase I deliverables (based on a risk model and engine which can reside in DAFF and at SARS. <u>Documents to reference:</u> 1. <i>Appendix C - Risk Model User Requirements.pdf</i>, 2. <i>risk-model.pptx =model</i>) These documents will only be provided to short-listed companies</p>			
<p>5.4. Electronic data warehouse:</p> <p>5.4.1. Data warehouse storage for business processes and business transactions to drive the BI and BAM dashboards, along with the requisite workflow which have to be created and operationalised within the solution.</p> <p><i>(The Data warehouse capability must allow for an enterprise data-model, tables, databases present and future to be visible, updatable, modifiable to the enterprise and systems)</i></p>			

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5.4.2. All documents, processes, messages, permits etc. are to be incorporated in an Enterprise Content Management System (ECM / EDMS) which must allow for:			
5.4.2.1. Work-flow,			
5.4.2.2. Messaging,			
5.4.2.3. Scanning and imaging,			
5.4.2.4. Search and retrieval,			
5.4.2.5. Document and records management (based on a Records Management system that is approved by National Archives).			
5.4.3. An audit trail capability with checks and balances which must form part of the solution to ensure Confidentiality, Integrity and Availability of information on role-based access of all stakeholders.			
5.5. Interface/Communicate/Exchange/API of information:			
5.5.1. Internal and external stakeholders must be able to interface/ access the system which must allow for interoperability/exchange of information between all systems/platforms analogous to an Enterprise Service Bus (incorporating for example SoA, web-services, WSDL, XML, API) to expedite service delivery for transaction and communication and data exchange purposes as depicted in point 3.2, 3.3 and 3.4 above between systems.			
5.5.2. The system must be able to communicate/interface with systems in government (e.g. DTI, SARS, DHA, DRDLA, D. Health, Provinces, Municipalities, SOEs);			
5.5.3. Banks and industry systems, (e.g. SARB, AgriSA, Land Bank, PPECB, Wine Online, FruitSA);			
5.5.4. Traders, Transporters, cold-storage facilities, freight forwarders and trading partners (e.g. SA-Traders Association, OIE, IPPC, WTO, WCO, European-Import-Export Hub, Dutch Import Export hub).			
5.5.5. The system must be able to communicate with traceability systems linked to laboratory systems and equipment. See paragraph 3.1			
5.5.6. The solution must be scalable so that other system modules (used / created by other directorates in DAFF) could be added at a later stage.			
5.6. <b>EDI gateway</b>			

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<p>The requirement is to allow sharing of information between SARS, Home Affairs and DAFF. (Future information sharing with other stakeholders are planned for the longer term).</p>			
<p><b>5.7. Billing, security and miscellaneous requirements</b></p> <p>5.7.1. Register / Create / Update and pay clients, vendors, service providers, laboratories depending on the profile/user rights/relationship with the entity along with invoice, payment, billing, reports, audit trail, and information management/storing capability.</p>			
<p>5.7.2. Have a controlled user access facility with a unique password/token per user profile as well as the necessary security and user profiles to ensure integrity of information and use thereof along,</p>			
<p>5.7.3. An audit trail capability with reporting and monitoring per user and user profile and per organisation</p>			
<p>5.7.4. It is estimated that the number of Import transactions per year is 1,198,134;</p>			
<p>5.7.5. For Exports the estimated number of transactions is 1,872,084 per annum;</p>			
<p>5.7.6. The system must provide applications (solutions) that enable users to create and share information/ content and to participate in social networking.</p>			
<p><b>6. Budget:</b></p> <p>Prospective bidders are required to submit a detailed budget and project plan, outlining the following:</p>			
<p>6.1. <b>System Development Life Cycle (SDLC)</b> documentation and cost per module/application mentioned in 1.6 above across the lifecycle components is required as a minimum broken down into:</p>			
<p>6.1.1. Scope definition;</p>			
<p>6.1.2. Problem analysis;</p>			
<p>6.1.3. Requirements analysis;</p>			
<p>6.1.4. Logical design;</p>			
<p>6.1.5. Decision analysis;</p>			
<p>6.1.6. Business Process design;</p>			
<p>6.1.7. Installation and customisation;</p>			

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6.1.8. Physical design and integration;			
6.1.9. Construction and testing;			
6.1.10. Delivery /Operationalising maintenance; and			
6.1.11. Reporting, M&E, tracking and BI capabilities are to be part of the solution and must be costed.			
6.1.12. Training: Provide a guide in terms of the numbers of people to be trained as there is a cost per person, manuals, facilities, time etc. e.g. DAFF has 600 users throughout South Africa, additionally the Provinces also have staff.			
6.1.13. An awareness and comprehensive change management programme must be run during the development of the system within DAFF.			
6.2. Setup cost (Acquisition cost + SDLC cost);			
6.3. Operational cost for system (e.g. network and internet service costs, servers, cloud services, backups, fail-over, replication, Disaster Recovery, security, antivirus, firewall);			
6.4. Maintenance cost for system (e.g. annual software licenses that need to be paid – system software, operating system software, desktop software other software);			
6.5. Estimated maintenance and support costs of developers and project staff to ensure the continuous updating, maintenance support and help-desk/call-centre facility to support the system			
6.6. Total system cost (Setup cost + Maintenance cost for system lifecycle).  The Department will only accept a <b>total ceiling price</b> for the entire project that must be inclusive of all costs (i.e. paragraph 6.1 to 6.10), for a <b>three</b> year period and available to the offices mentioned in scope of the project bid (paragraph 2.2 “scope of project”)			
<b>7. Administrative details:</b>			
<b>7.1. Bidders must provide four (4) copies of bid documents.</b>			
7.2. Phases with deliverables must be form part of the project plan which will be used to secure payment			
7.3. Project management meetings will be held as agreed regularly and DAFF will provide space for such meetings. The successful bidder will provide access to their			

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	offices for alternate project meetings.			
<b>7.4.</b>	<b>Provide a Company Profile with the following minimum information with the bid document: (failure to provide information for 7.4 automatically disqualifies bidders)</b>			
7.4.1.	Company background: Date established names of directors, and affiliated groups.			
7.4.2.	<b>Organisation information :</b>			
	7.4.2.1 Physical Office address			
	7.4.2.2 Head Office telephone number			
	7.4.2.3 Technical support telephone number			
	7.4.2.4 Number of Technical support staff manning the technical support number			
	7.4.2.5 List of skills and expertise of staff manning the technical support number			
	7.4.2.6 Planning, implementation and operational capability to run the system and communicate			
	7.4.2.7 Name(s) and contact number of clients who use system			
7.4.3.	<b>System(s) developed and deployed</b>			
	7.4.3.1 System name			
	7.4.3.2 System URL			
	7.4.3.3 List of Core Functions			
	7.4.3.4 Programming language used			
	7.4.3.5 Database used			
	7.4.3.6 APIs /technology available to communicate with other systems			
	7.4.3.7 Number of users using the system			
7.4.4.	DAFF will visit the office/reference site as part of the evaluation of the bid the <u>Organisation assessment criteria –site visit</u> (see paragraph 8.3.4) with points. (Maximum 50 points).			
7.4.5.	DAFF will visit the office/ reference site as part of the evaluation of the bid to assess / test the capabilities of the proposed system, see <u>System assessment criteria site inspection</u> ( see paragraph 8.3.4) with points (maximum 50 points)			
<b>8.</b>	<b>System documentation:</b>			
8.1.	The successful bidder will be required to provide the relevant system documentation for each of the SDLC phases described in paragraph 6.1 above (e.g. System Design Document, User and/or Training Manuals, and per deliverable and provide all such documentation to the Department as part of the solution, in hard and soft-copy.			
8.2.	The copyright and intellectual property rights of this documentation belongs to DAFF.			

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<p><b>9. System maintenance:</b> DAFF requires that bidder performs the maintenance of the implemented system on behalf of DAFF and the Industry. In order to achieve this the potential bidder is required to provide a proposal as well as the required staff, proposed technologies, architecture, software and related technologies required to update and maintain the system with a cost estimate in terms of people, software, hardware and technology as well as to host, maintain, update and operate the system for the next 5 years</p>			
<p><b>10. Training of End-Users:</b></p> <p>10.1. Potential bidders are required to provide adequate training to users of the system (DAFF operational staff and all relevant stakeholders). Detail plans on how this will be achieved must be included in the bid documentation.</p>			
<p>10.2. DAFF will indicate the number of people that need to be trained as well as the number of printed manuals required, presently estimated to be 600 people. A copy and soft-copy of all training material and documentation MUST be provided electronically for the department to use, to allow the department to update it and print it for future use.</p>			
<p><b>11. Skill Transfer to ICT Staff</b></p> <p>11.1. The successful bidder must create opportunities of skills transfer to the ICT component of the department in terms of the scope of this bid. (Not more than 2 [two] people)</p>			
<p><b>12. Source code &amp; Intellectual Property Right:</b></p> <p>12.1. The source code will be the property of the department, and will be one of the deliverables of the solution.</p>			
<p>12.2. The copyright and the intellectual property right of the solution will belong to the department (i.e. DAFF)</p>			
<p><b>13. Completion Date:</b></p> <p>13.1. It is a requirement in terms of this bid that the successful bidder must complete this project by <b>31 March 2020</b>.</p>			
<p><b>14. Project Plan:</b></p>			

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14.1.	Potential bidders are required to provide detailed project plans detailing the activities involved in the successful data gathering, analysis, design, development, testing, deployment and implementation of the system within the specified project time with deliverables mentioned in paragraph 6.1		
14.2.	Sustenance and travel costs are to form part of the project ceiling price.		
14.3.	The bidder must plan and run a communication and change management campaign which must be undertaken to alleviate fears and show the benefit of an electronic Import / Export System in the DAFF, for the duration of the project on an ongoing basis.		
14.4.	A detailed budget indicating a thorough breakdown of the project solution is required and must be submitted with the bid document. <b>Failure to submit will result in the bid be disqualified.</b>		
<b>15.</b>	<b>Payments</b>  Payments will be made as follows:		
15.1.	10% paid after User Requirement Sign-off		
15.1.1.	20% paid after process flow completed and documented;		
15.1.2.	20% paid after development of system;		
15.1.3.	20% paid after implementation of system;		
15.1.4.	20% paid after training and testing of system		
15.1.5.	10% paid 60 days after system completed and operational.		
15.2.	Maintenance and support will be paid on a monthly basis in arrears basis for the three-year period.		
<b>16.</b>	<b>Information related to Phase I of the IE Online Project:</b>  The Phase I bid (4.4.12.2/54/07) BE@UP (2008/9) deliverables/ information will be made available, by means of a CD/presentation, pertaining to the objective of designing, developing, testing & deploying the system, as specified in the URS, to short listed bidders only.		
<b>17.</b>	<b>Contract and Service Level agreement.</b>  This bid forms a legal contract which will be managed		

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	by a service level agreement which the parties will enter into when the tender is awarded.			
<b>18.</b>	<b>Award conditions</b>			
	18.1 The Department reserves the right to award the bid in part or not at all.			
	18.2 The Department assumes that the bidder has the capacity to deliver required solution			
	18.3 The successful bidder will be the primary contractor and will be liable, accountable and responsible for delivery of the solution even if sub-contracting were to take place			
<b>19.</b>	<b>Functional Award conditions</b>			
	19.1 The solution offered must be a workable operational solution.			
<b>20.</b>	<b>RETENTION</b>			
	20.1. On termination of this agreement, the contractor shall on demand, handover all documentation, information, etc., without the right of retention, to the Department.			
	20.2. 10% of the total project cost will be retained for a maximum of 60 days on completion of the project to ensure the project is closed out professionally; hence, a monitoring team must be satisfied with the quality of the work that is in accordance with the bid requirements.			
	20.3. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.			

**23. ABBREVIATIONS AND DEFINITIONS**

BAM = Business Activity Monitoring

Bi = Business Intelligence

BPM = Business Process Management “

DAFF = Department of Agriculture, Forestry and Fisheries

IS = Directorate: Inspection Services

Department = Department of Agriculture, Forestry and Fisheries

ICT = Information and Communication Technology

IE = Import Export

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IT = Information Technology

SDLC = System Development Life Cycle

24. **Bidders must ensure that the following documentation are completed, signed and submitted, as failure will result in the bid being disqualified:**

- (i) Terms of Reference/Specification;
- (ii) SBD 3 form;
- (iii) SBD 4 form;
- (iv) SBD 6.1 form;
- (v) SBD 6.2 form;
- (vi) Proof of B-BBEE Status Level of contributor
- (vii) SBD 8 form;
- (viii) SBD 9 form;
- (ix) Company registration document;
- (x) Copies of ID documents for directors; and

I/we, the undersigned, declare that the information furnished is true and correct and warrants that he/she is duly authorised to sign on behalf of the company.

**NAME AND CAPACITY:** \_\_\_\_\_

**SIGNATURE OF BIDDER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**BID NUMBER:** 4.4.12.2/25/18

**SUBJECT:** APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP, IMPLEMENT, OPERATE AND MAINTAIN AN  
ELECTRONIC IMPORT/EXPORT SYSTEM FOR THE AGRICULTURAL SECTOR

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# THE NATIONAL TREASURY

Republic of South Africa



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## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
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**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

**2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards**

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

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

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

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**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;

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- (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

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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)