



DEPARTMENT OF EDUCATION  
DEPARTEMENT VAN ONDERWYS  
LEFAPHA LA THUTO  
ISEBE LEZEMFUNDO

156 Barkly Road  
Homestead  
KIMBERLEY 8301

IK Nkoane Education House  
Private Bag X5029  
KIMBERLEY 8300  
Republic of South Africa

Tel. (053) 8396500  
Fax (053) 8396643

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENT OF THE DEPARTMENT OF EDUCATION: NORTHERN CAPE PROVINCIAL GOVERNMENT**

**OPEN BID: NC/DE/001/2024-2025**

**CLOSING DATE: 26 APRIL 2024**

**CLOSING TIME: 11:00 AM**

**VALIDITY PERIOD: 120 DAYS**

**DESCRIPTION: REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE HOSTING, MAINTENANCE AND FURTHER DEVELOPMENT OF THE NORTHERN CAPE DEPARTMENT OF EDUCATION ONLINE ADMISSION SYSTEM FOR A PERIOD OF 36 MONTHS**

**The successful service provider will be required to fill in and sign a written Contract Form (NCP 7)**

**DOCUMENTS MAY BE POSTED OR DEPOSITED IN THE BID BOX AS FOLLOWS:**

**SUPPLY CHAIN MANAGER  
NORTHERN CAPE DEPARTMENT OF EDUCATION  
IK NKOANE EDUCATION HOUSE  
156 BARKLY ROAD  
HOMESTEAD  
KIMBERLEY  
8301**

**OR**

**IN THE BID BOX SITUATED AT THE ENTRANCE AT THE SECURITY OFFICE (IK NKOANE EDUCATION HOUSE), CORNER BARKLY ROAD AND ST PAULS ROAD.**

**Bid documents, which are too bulky to be placed in the bid box, may be delivered at SCM Block A, 1<sup>st</sup> Floor, Room 41, Education Building (IK Nkoane Education House) Kimberley.**

**Bidders should ensure that their documents are delivered timeously to the correct address. If the document is late, it will not be accepted for consideration at all.**

**The bid box is generally open 24 hours a day, 7 days a week.**

**ALL DOCUMENTS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)**

**SERVICE PROVIDERS ARE NOT ALLOWED TO USE CORRECTION FLUID IN THE DOCUMENT**

**THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT  
NO FACSIMILE OR E-MAILED BID DOCUMENTS WILL BE ACCEPTED**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NORTHERN CAPE DEPARTMENT OF EDUCATION)</b>					
BID NUMBER:	NC/DE/001/2024-2025	CLOSING DATE:	26 APRIL 2024	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE HOSTING, MAINTENANCE AND FURTHER DEVELOPMENT OF THE NORTHERN CAPE DEPARTMENT OF EDUCATION ONLINE ADMISSION SYSTEM FOR A PERIOD OF 36 MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
IK NKOANE EDUCATION HOUSE, CORNER BARKLY AND ST PAULS ROAD, IN THE BID BOX SITUATED AT THE MAIN ENTRANCE BY THE SECURITY OFFICE.					
FOR DOCUMENTS THAT ARE TOO BULKY TO BE PLACED IN THE BID BOX, KINDLY SUBMIT AT SCM BLOCK A, 1 <sup>st</sup> FLOOR, ROOM 41					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MS P. CHOCHÉ / MR P. DLADLA		CONTACT PERSON		
TELEPHONE NUMBER	053 839 6571		TELEPHONE NUMBER		
FACSIMILE NUMBER	053 839 6576		FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:poppiechoche@ncdoe.gov.za">poppiechoche@ncdoe.gov.za</a> / <a href="mailto:horatiusdladla@ncdoe.gov.za">horatiusdladla@ncdoe.gov.za</a>		E-MAIL ADDRESS		
<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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<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.					

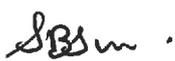
**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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."

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

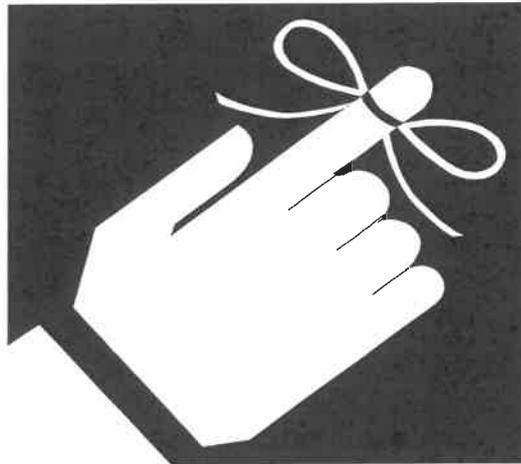
DATE: .....

  
MR S.B. SEKHOACHA  
CHIEF FINANCIAL OFFICER

\*\*\*\*\*

# IMPORTANT NOTICE

## NOTE 1



**PLEASE NOTE THAT THIS BID CLOSES AT  
THE OFFICE OF NORTHERN CAPE  
DEPARTMENT OF EDUCATION, CORNER  
OF ST PAULS AND BARKLY ROAD,  
KIMBERLEY**

TAKE NOTE - BIDDERS WHO WISH TO  
MAKE USE OF SPEED SERVICES MUST  
MARK DELIVERY "TO COUNTER" AND NOT  
"TO PRIVATE BAG/BOX" ON THE STICKER.  
BIDDERS MUST ALSO CONTACT THE  
OFFICE, STATING THEIR TRACKING  
NUMBER OF THE BID DOCUMENT.

(See cover page for street address)

**BID DOCUMENTS DEPOSITED ANYWHERE  
ELSE WILL BE REGARED AND TREATED AS  
LATE BID**

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# **IMPORTANT NOTICE**

## **NOTE 2**



**PLEASE NOTE THE FOLLOWING:  
WITH REFERENCE TO THE ATTACHED  
NCP 4:**

**SHOULD YOU BE INVOLVED IN A JOINT  
VENTURE, BOTH PARTIES MUST FULLY  
DECLARE INTEREST. PLEASE ENSURE  
THAT YOU ARE AWARE OF ALL  
INTERESTED PERSONS WHO SHOULD  
DECLARE INTEREST.**

**THIS REQUEST IS MADE FOR THE SAKE OF  
TRANSPARENCY AND THE TIMEOUS  
CONCLUSION OF BIDS**

**BIDDERS ARE FURTHER REQUIRED TO ATTACH THEIR COMPANY'S  
CIPC CERTIFICATE AS WELL AS CERTIFIED COPIES OF THEIR  
DIRECTORS IDENTITY DOCUMENTS**

\*\*\*\*\*  
\*\*\*\*\*

# **IMPORTANT NOTICE**

## **NOTE 3**



**THERE WILL BE NO BRIEFING SESSION**

**FOR BID ENQUIRIES:**

**NAME: MS POPPIE CHOCHÉ / MR POGISHO DLADLA**

**CONTACT: 053 839 6571**

**EMAIL: [poppiechoche@ncdoe.gov.za](mailto:poppiechoche@ncdoe.gov.za) /  
[horatiusdladla@ncdoe.gov.za](mailto:horatiusdladla@ncdoe.gov.za)**

\*\*\*\*\*

**CHECKLIST**

**NB: TO BE COMPLETED BY BIDDER**

<b>DOCUMENTS REQUIRED</b>	<b>FULLY COMPLETED / ATTACHED</b>
1. SBDs (1, 3.1, 4, 6.1)	
2. Detailed pricing schedule	
3. Tax compliance status (tax clearance)	
4. CSD registration report	
5. Company's registration, CK for companies	
6. Proof of physical operations of business for specific goals (Municipal bill {not older than three months}, valid lease agreement or any other FICA allowed proof of address)	
7. Any other documents as per the technical specifications	
<b>FUNCTIONALITY DOCUMENTS REQUIRED</b>	<b>FULLY COMPLETED / ATTACHED</b>
1. Reference letters	
2. Qualifications of personnel	
3. Project methodology	

I/we declare that all the required information furnished is true and correct.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

**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 <b>NC/DE/001/2024-2025</b>
Closing Time <b>11:00</b>	Closing date <b>26 APRIL 2024</b>

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

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

- Required by: **Northern Cape Department of Education**
- At: **IK Nkoane Education House**  
.....
- Brand and model .....  
.....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery basis .....
- **Contract period: 36 months**

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

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

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

<sup>2</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.

**SBD4**

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

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

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

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

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

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

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

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

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

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

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

1.3 Points for this tender shall be awarded for:

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEM

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability	Race – 5 Women – 5	
The promotion of enterprises located in the Northern Cape Province for work to be done in the Province	10	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number: .....

4.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any

of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**Any one of the following valid documents reflecting your name and physical residential address will be sufficient as proof of residence:**

- Utility bill, e.g. municipal water and lights account or property managing agent statement
- Bank statement
- Municipal councillor's letter
- Tax certificate
- Recent active lease or rental agreement
- Municipal rates and taxes invoice not older than 3 months
- Account statement from a NCR (National Credit Regulator) registered service provider (NCR number must be visible/recorded on the document)
- Security service providers registered with PSIRA (Private Security Industry Regulatory Authority), e.g. Chubb, ADT (PSIRA number must be visible/ recorded on the document)
- Telephone or cellular telephone statement
- Official SARS document (not eFiling documentation)
- Valid television license renewal letter
- Television license renewal/confirmation letter
- Subscription TV, e.g. MultiChoice statement
- Home loan statement
- Long/short term insurance policy documents from a Financial Services Provider (FSB number must be visible/recorded on the document)
- Motor vehicle registration/license documents
- Body corporate/governing body letter or statement
- Official employer letter for employees residing on company/ institution premises
- Official university/technicon/college or tertiary institution registration letter
- Affidavit to confirm address (only applicable to individuals please see link below with an example of the affidavit)
- Posted traffic fine from a Metro police department (E-toll statements are not accepted)
- Medical aid statement or policy document (policy number must be visible on the document)
- Letter from municipality confirming residential address or business address (for business clients)
- Tribal authority letter confirming residential address or business address (for business clients)
- Signed letter from an independent auditor/accountant on their company letterhead confirming physical/trading/operational address for the business (for business clients).



**Northern Cape Department of Education (NCDDoE)**

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**TECHNICAL SPECIFICATIONS FOR THE HOSTING, MAINTENANCE,  
SUPPORT AND FURTHER DEVELOPMENT OF THE NCDDoE ONLINE  
LEARNER ADMISSION SYSTEM (LOAS)**

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# TECHNICAL SPECIFICATIONS OF THE SYSTEM

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## 1. Introduction

This document provides a comprehensive technical and functional specification for the development and maintenance of an enterprise-level web-based learner online admissions solution using the repository development pattern and dependency injection. The solution is built and maintained using the latest versions of Microsoft ASP.NET Core 7 and .NET 4.8 frameworks. Note that proficiency in both versions is required due to compatibility with reporting suites.

It further encompasses technologies such as C#, JavaScript, jQuery, Blazor, MAUI Blazor/Xamarin Forms for mobile and leverages Azure services for hosting. The solution includes a robust API integration engine, AES256 encryption for security, Microsoft SQL Server databases, a BI suite with SSRS and Power BI, automated services, machine learning, AI modules, a rule-based engine, and various communication channels. It also makes use of Windows WPF/MVVM applications for specific tools. Compliance with the POPI Act of South Africa must be ensured throughout the solution.

## 2. System overview

The solution provides a complete online learner admissions and placement solution. It was developed using the repository development pattern for a structured and maintainable architecture, and dependency injection was used to manage component dependencies. The solution encompasses a web application layered with four-tier architecture, a robust API integration engine, security measures that adhere to strict security policies and Azure security best practices and patterns (See Point 5), databases, BI suite, automated services, machine learning, AI modules and a rule-based engine. The solution features a complete communication module inclusive of reports and integration used for sending crucial system messages and notifications to specific users.

## 3. Technical Requirements

### 3.1. Web Application

- Developed using the latest version of Microsoft ASP.NET Core 7 framework.
- Certain components developed using standard .Net 4.8 Framework.
- Utilizes C# 11 for server-side logic and JavaScript/jQuery for client-side interactions.
- Features responsive design for optimal user experience across devices.

- Uses Blazor for interactive components within the web application.
- Uses signal-R for specific real-time responses.

### **3.2. Mobile Application**

- Ensure a seamless user experience on various mobile devices.
- Include certain Web-RTC technologies.

### **3.3. API Integration Engine**

- Develop an extensive API integration engine for seamless communication with external systems.
- Utilize OAuth 2.0 for secure authentication and authorization with external APIs.
- Implement API rate limiting and error handling mechanisms.

### **3.4. Security and Encryption**

- Utilize HTTPS for secure communication over the wire.
- Implement AES256 encryption for sensitive data at rest and in transit.
- Adhere to strict security measures in line with the POPIA Act of South Africa.

### **3.5. Databases**

- Utilize Microsoft SQL Server databases for data storage.
- Design and implement appropriate database schemas for different modules.
- Implement data partitioning and big data aggregation strategies for efficient data management.
- Ensuring a specific relational database has been developed.

### **3.6. BI Suite**

- Incorporate Microsoft SQL Server Reporting Services (SSRS) for generating predefined reports.
- Integrate Power BI for interactive data visualization and reporting within the web application.
- Interactive Dashboard to allow users to drill down into detailed data sets.

### **3.7. Automated Services**

- Develop automated services as scheduled tasks and jobs for system automation.
- Implement Azure Scheduler or similar tools for managing task scheduling.

### **3.8. Machine Learning and AI**

- Develop machine learning algorithms and AI modules for specific use cases.
- Utilize Azure Machine Learning services or custom algorithms.

### **3.9. Rule-Based Engine**

- Build a comprehensive rule-based engine to handle complex business rules.
- Implement a flexible and configurable engine to accommodate various scenarios.

### **3.10. Communication Solution**

- Integrate text messaging, email, and WhatsApp APIs for sending out notifications.
- Implement Azure Notification Hubs or similar services for efficient communication.

### **3.11. Media Streaming Server**

- Will be required for any multimedia streaming content the solution needs to make use of.

## **4. Azure Cloud Hosting and Compliance**

### **4.1. Azure Hosting**

- Host the entire solution on the Microsoft Azure cloud platform.
- Utilize Azure Web Apps for hosting the web application and mobile application.
- Deploy databases on Azure SQL Database for efficient data management.

### **4.2. Compliance**

- Ensure compliance with the POPIA Act of South Africa and GDPR regulations.
- Implement data protection measures, user consent management, and data retention policies.

### **4.3. Azure Hot and Cold Storage Requirements**

#### **Hot Storage:**

#### **4.3.1. Azure Blob Storage (Hot):**

- Will be required for frequently accessed data.
- Storing data that requires low-latency access.
- Redundancy options: Locally redundant storage (LRS), geo-redundant storage (GRS), and zone-redundant storage (ZRS).

#### 4.4. Cold Storage:

##### 4.4.1. Azure Blob Storage (Cool):

- Will also be required for more infrequently accessed data.
- Is required for data that can tolerate slightly higher latency.
- Redundancy options: Locally redundant storage (LRS), geo-redundant storage (GRS), and zone-redundant storage (ZRS).

### 5. Security Requirements

#### 5.1. Identity and Access Management:

- **Azure Active Directory (Azure AD) Integration:** Integrate Azure AD for centralized identity management. Use Azure AD to authenticate users and applications accessing the Azure resources. This ensures a more secure and manageable authentication process.
- **Role-Based Access Control (RBAC):** Assign roles to users and groups using RBAC to control access to Azure resources and services. Limit access to only what's necessary for each user or role.
- **Multi-Factor Authentication (MFA):** Enforce MFA for accessing critical resources to add an extra layer of security beyond passwords.

#### 5.2. Data Security:

- **Transparent Data Encryption (TDE):** Enable TDE on your Azure SQL Database to encrypt data at rest, safeguarding it from unauthorized access.
- **Always Encrypted:** Use Always Encrypted to protect sensitive data at the column level, ensuring that data remains encrypted even when accessed by authorized users.
- **Dynamic Data Masking:** Implement dynamic data masking to restrict sensitive data exposure by masking certain parts of the data based on user roles.

#### 5.3. Network Security:

- **Virtual Network (VNet) Service Endpoints:** Configure service endpoints to allow direct connectivity from your VNet to Azure SQL Database, ensuring that traffic stays within the Azure network.
- **Firewall Rules:** Configure firewall rules to restrict access to your Azure SQL Database from specific IP ranges. Allow only necessary IP addresses.

#### 5.4. Data Integration Security:

- **Secure Data Movement:** When integrating data between systems, use secure protocols like HTTPS and ensure data is encrypted during transit.
- **Service Principals:** Use Azure AD service principals for authentication when services or applications need to interact with each other. Avoid using plain text credentials.

#### 5.5. Monitoring and Auditing:

- **Azure Monitor:** Set up Azure Monitor to gain insights into the performance and health of your solution. Configure alerts for suspicious activities.
- **Azure Security Center:** Enable Security Center to monitor security across your resources, detect vulnerabilities, and provide recommendations.
- **Audit Logs and Threat Detection:** Enable audit logs and threat detection for your Azure SQL Database. This helps you identify and respond to potential security threats.

#### 5.6. Data Retention and Compliance:

- **Data Retention Policies:** Define data retention policies that align with your organization's compliance requirements and data retention guidelines.
- **Compliance Certifications:** Choose Azure services that comply with industry-specific regulations and standards and check for relevant compliance certifications.

#### 5.7. Regular Updates and Patching:

- **Azure SQL Database Updates:** Stay up to date with the latest patches and updates for your Azure SQL Database to address security vulnerabilities.

#### 5.8. Disaster Recovery and Business Continuity:

- **Backup and Recovery:** Implement regular backups and test the restore process. Configure automated backups for critical data.
- **Geo-Replication:** Consider using geo-replication to replicate your Azure SQL Database to a different region for disaster recovery purposes.

### 6. Team Scope Requirements

The required expertise for developing and maintaining an enterprise solution like this will require the involvement of a skilled and coordinated development team. Here's an overview of the required role players:

- 6.1. **Project Manager (PM):** The project manager is responsible for overseeing the entire development process. The PM coordinates the team, manages timelines, budgets, and resources, and ensures that the project aligns with business goals.
- 6.2. **Business Analyst (BA):** The business analyst's role involves understanding the client's requirements, gathering user stories, creating functional specifications, and translating business needs into technical requirements.
- 6.3. **Solution Architect:** The solution architect designs the overall architecture of the solution, making decisions on the technology stack, system components, integration points, and scalability. The solution Architect ensures that the solution aligns with best practices and it is optimized for performance.
- 6.4. **Technical Leads:** Depending on the complexity of the project, there might be technical leads for different areas such as front-end development, back-end development, database design, security, etc. Each Technical Lead guides the Technical team under his/ her responsibility, ensures adherence to coding standards, and provides technical expertise.
- 6.5. **Developers:** This team comprises front-end, back-end, and full-stack developers who write the code based on the technical specifications. They build the core functionality of the solution and ensure that it meets performance and security standards.

- 6.6. **Quality Assurance (QA) Engineers:** QA engineers are responsible for testing the solution to identify bugs, defects, and areas of improvement. They develop test plans, perform different types of testing (unit, integration, regression, performance, etc.), and ensure the solution is reliable.
- 6.7. **UX/UI Designers:** User experience (UX) and user interface (UI) designers work on creating an intuitive and visually appealing interface. They collaborate with developers to implement designs that provide an optimal user experience.
- 6.8. **Database Administrators (DBAs):** DBAs design and manage the database structure, ensuring efficient data storage, retrieval, and security. They optimize queries, maintain data integrity, and perform backup and recovery operations.
- 6.9. **Security Experts:** Security specialists ensure that the solution is designed with robust security measures to protect against potential vulnerabilities and threats. They implement authentication, authorization, encryption, and other security protocols.
- 6.10. **DevOps Engineers:** DevOps engineers set up and maintain the development, testing, and deployment environments. They automate deployment processes, monitor system performance, and ensure smooth continuous integration and delivery (CI/CD) pipelines.
- 6.11. **Technical Writers:** Technical writers create documentation for developers, users, and administrators. This includes user manuals, API documentation, architecture diagrams, and other relevant materials.
- 6.12. **Novel work:** All bidders must include, in their submission, how they will cost the novel development work for the further development of the system that might be needed by the Department



## FUNCTIONALITY – ONLINE LEARNER ADMISSION SYSTEM

The Department reserves the right to invite responsive bidders to make a 30 minute long presentation on functionality. The bidders are requested to make a presentation based on their proposal submitted. This presentation is to be at own cost of individual bidders. Invited bidders that fail to attend the presentation will automatically disqualify themselves. The venue and time will be finalized and communicated to all invited bidders at a later stage. The Department reserves the right to conduct a site visit for shortlisted bidders at the bidder's cost.

	<b>CRITERIA</b>	<b>GUIDELINES FOR CRITERIA APPLICATION</b>	<b>WEIGHTS</b>
<b>1.</b>	<p><b>Past Experience</b></p> <ul style="list-style-type: none"> <li>• Experience in the hosting, maintenance, support and further development of an online admission system</li> <li>• Admissions and/or similar services as in the terms of reference</li> </ul>	<p>Letter of references on a client's letterhead of similar services.</p> <ul style="list-style-type: none"> <li>• Clients name, address, telephone number, email address, contact person.</li> </ul> <p>4 or more reference letters <b>(40)</b>            3 reference letters <b>(30)</b>            2 reference letters <b>(20)</b>            1 reference letter <b>(10)</b>            0 reference letters <b>(0)</b></p>	<b>40</b>
<b>2.</b>	<p><b>Qualifications of personnel</b></p> <ul style="list-style-type: none"> <li>• One (1) Project Manager</li> <li>• One (1) Business Analyst and Solution architect</li> <li>• Two (2) senior developers (serve as Tech leads, respectively for front &amp; backend of the system)</li> <li>• Three (3) junior developers</li> <li>• One (1) database developer</li> <li>• One (1) database administrator</li> <li>• One (1) Security expert</li> <li>• A DevOps expert and Technical writer</li> </ul>	<p>CVs (including relevant <b>qualifications</b> and experience in doing similar jobs) of personnel to be involved in the implementation of the project</p> <p><b>Project Leader: 10</b></p> <ul style="list-style-type: none"> <li>• CV and relevant qualifications attached <b>(10)</b></li> <li>• CV only or relevant qualifications attached <b>(5)</b></li> <li>• No CV and relevant qualifications attached <b>(0)</b></li> </ul> <p><b>Two (2) senior developers: 10</b></p> <ul style="list-style-type: none"> <li>• CVs and relevant qualification/s in the programming space attached for the two (2) senior developers <b>(10)</b></li> <li>• CVs and relevant qualification/s in the programming space attached for one (1) senior developer <b>(5)</b></li> <li>• No CVs and relevant qualification/s in the programming space attached for both senior developers <b>(0)</b></li> </ul> <p><b>One (1) business analyst &amp; solution architect: 10</b></p> <ul style="list-style-type: none"> <li>• CV and relevant qualification/s in the programming space attached <b>(10)</b></li> </ul>	<b>30</b>



		<ul style="list-style-type: none"> <li>CV only or relevant qualification/s in the programming space only attached <b>(5)</b></li> <li>No CV and relevant qualification/s in the programming space attached <b>(0)</b></li> </ul>	
<b>3.</b>	<b>Project Methodology</b>	<p>Project Management Methodology inclusive of:</p> <ul style="list-style-type: none"> <li>Project deliverables and compliance with the technical specifications as outlined in the terms of reference. <b>(20)</b></li> <li>Risk mitigation plan. <b>(10)</b></li> </ul> <p>No Project Management Methodology <b>(0)</b></p>	<b>30</b>
	<b>TOTAL</b>		<b>100</b>
	<b>NB: A minimum score of 75 points is needed to qualify for further evaluation</b>		

### 80/20 Point Scoring System

The 80/20 scoring will be used as evaluation criteria. The criteria is in terms of the Preferential Procurement Policy Framework and will be calculated as follows:

$$Ps = 80 \left( \frac{Pt - Pmin}{Pmin} \right)$$

Where Ps = Points scored for comparative price of bid or offer under consideration;  
Pt = Comparative price of bid or offer under consideration; and  
Pmin = Comparative price of lowest acceptable bid or offer.

### Specific Goals

<b>Specific Goal</b>	<b>Number of Points (20)</b>
Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability	Race – 5 Women – 5
The promotion of companies within the Northern Cape Province	10

Only bidders that scored a minimum of 75 points for functionality will be evaluated in terms of the Preferential Procurement Policy Framework.

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

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

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

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

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

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

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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.