



**REQUEST FOR PROPOSALS FOR THE:
APPOINTMENT OF A SERVICE PROVIDER FOR THE
PROVISION OF SYSTEM DEVELOPMENT SERVICES
REQUIRED FOR SYSTEM ENHANCEMENT AND
CUSTOMIZATION OF THE MANAGEMENT INFORMATION
SYSTEM WITH SUPPORT AND MAINTENANCE FOR A
PERIOD OF THRITY-SIX (36) MONTHS TENDER NO.
AgriSETA/01/2021**

Closing date and time: 11 August 2021 at 11:00 am

Bid Validity Period: 120 days

TENDER BOX ADDRESS:

AgriSETA House

529 Belvedere Street, Arcadia, 0083

P O Box 26024, Arcadia, 0007

TEL: 012 301 5600

Email: quotations@agriseta.co.za

WEBSITE: www.agriseta.co.za

1. INTRODUCTION

- 1.1.** AgriSETA is listed under Schedule 3 Part A of the PFMA as a public entity. Enabling a skilled and prosperous Agricultural sector. The entity is enacted through the Skills Development Act of 1997 Chapter 3, Section 9
- 1.2.** Various Legislations are also applicable in the business operations of the SETA, such as the following:
 - 1.2.1.** Higher Education Act, 1997 (Act No. 101 of 1997) (HE Act)
 - 1.2.2.** National Student Financial Aid Scheme Act, 1999 (Act No. 56 of 1999) (NSFAS Act)
 - 1.2.3.** National Qualifications Framework Act, 2008 (Act No. 67 of 2008) (NQF Act)
 - 1.2.4.** Skills Development Levies Act, 1999 (Act No.9 of 1999) (SDL Act)
 - 1.2.5.** Public Finance Management Act
 - 1.2.6.** All related Regulations of this Acts
 - 1.2.7.** National Treasury Regulations
 - 1.2.8.** National Treasury Frameworks for Strategic Plans (SP) and Annual Performance Plans (APP)

2. PURPOSE

- 2.1.** AgriSETA invites proposals from suitably qualified Service Providers to submit proposals for the provision of system development services required to enhance and customize an existing Management Information System, with support and maintenance for a period of thirty-six (36) months.
- 2.2.** Prospective bidders are expected to submit proposals for the provision of a Management Information System development, enhancement, and customization services with support and maintenance for a period of thirty-six (36) months. The successful bidder will be required to work with AgriSETA's current and future technology partners and any other successful fellow service provider on developments and enhancements.

3. PROJECT/ CONTRACT PERIOD

- 3.1.** The contract is for a duration of thirty-six (36) months.

4. SUBMISSION OF PROPOSALS

4.1. Bidders must submit one (1) original, two (2) copies and one (1) soft copy (in a memory stick) of their bid proposal. Price Proposals must be submitted in a separate envelope.

4.2. Bidders must submit a memory stick containing the same documents as contained in the bidder's original tender proposal.

4.3 For the technical proposal for the attention of:

Name: SCM Manager

Email: quotations@agriseta.co.za

Physical Address:

AgriSETA Offices

No: 529 Belvedere street Arcadia

Pretoria

0001

4.4 Documents must be clearly labelled as "Original" and "Copy".

4.5 The bid proposal must be accompanied by the bidder's company profile.

4.6 All SBD forms must be completed and signed.

5. BACKGROUND

5.1. The Agricultural Sector Education and Training Authority (AgriSETA) currently makes use of a Management Information System (MIS) whose function is to capture, process and manage learnership, skills programmes, and training & tertiary programs offered by the Agricultural sector. The MIS is also accessed by the following AgriSETA stakeholders, who perform different functions withing the system:

5.1.1. Assessors

5.1.2. Moderators

5.1.3. Assessments

NON-COMPULSORY BRIEFING SESSION

A non-compulsory briefing session will be held on **16 July 2021 at 11:00 am** through a webinar session on the link <https://agriseta-co-za.zoom.us/j/94093619337?pwd=RTIDUEpyTU5jVmYweij2SytrMkdmZz09>

Passcode: 59556

6. CURRENT STATUS

- 6.1. AgriSETA has adopted and intends to deploy and make use of a Management Information System, developed, and based on **Odoo** business management software technologies. The Management Information System was initially developed for another SETA and will require system development services for customization and enhancements that will cater for AgriSETA business processes and requirements.
- 6.2. AgriSETA thus requires services of a software development service provider capable of providing system development services required for customising the existing Management Information System to AgriSETA's requirements and provision of post implementation support and maintenance for a period of thirty-six (36) months.
- 6.3. The successful bidder will be obligated to work with the AgriSETA current or future technology partners on developments and enhancements of the Management Information System.

7. SCOPE OF WORK/TERMS OF REFERENCE/DELIVERABLES

- 7.1. AgriSETA requires the of services of a suitably qualified service provider with capacity and resources that have skills for system development and coding in XML, Python, PHP, and PostgreSQL software development languages required for undertaking system development services; enhancement, customization, as well maintenance and support on Management Information System which includes:

7.1.1. The Bidder will be required to:

- a) Provide system development services for the Management Information System, testing, enhancement, maintenance, and support for the existing Odoo Community solution that was developed for and utilized by another SETA.
- b) System operational support during build runs which may include all-hour standby.
- c) Management Information System database management
- d) To facilitate knowledge transfer, which includes the compilation of software documentation.
- e) System and architecture security

- f) Data migration, extraction, scrubbing, auditing, mapping and conversion process and security
- g) Business Intelligence (3rd party integration)
- h) Transfer of skills to AGRISETA IT Personnel.
- i) Training of super users and end-users.
- j) Code in XML, Python, and PostgreSQL
- k) Work in collaboration and on code developed by others (GIT) to enhance and customize the Management Information System
- l) Develop the solution that must adhere to POPI Act compliance requirements.

7.2. The AgriSETA Management Information System services are currently provided by an external service provider based on a provision for ETQA (Quality Assurance), Learning Programmes, Levies and Grants, Skills Development (WSP/ATR), Document Management and Archiving with specific reference to the SETA environment.

7.3. The AgriSETA processes are currently supported by the following applications architecture:

7.3.1. The SETA uses a bespoke developed SETA specific application (the so called “Indicium Management Information System”). It has the following functions and attributes - **would continue with these attributes and functionalities:**

- a) Skills module
- b) ETQA
- c) Learning Programmes module
- d) The MIS system supports limited document management in the form of file attachments that are linked to a transaction.
- e) The MIS system has an extraction tool for reporting to SETMIS/SAQA/NLRD

7.3.2. The current MIS system is a custom-developed application on a Microsoft SQL Server /.NET platform.

7.3.3. A Web-base, through which certain MIS functions are exposed to stakeholders.

7.3.4. A Business Intelligence (BI) tool

7.3.5. A Workflow Tool

7.3.6. Shared drives on Windows File servers are used for document storage.

7.3.7. The email system which is Microsoft online Exchange based

7.4. The AgriSETA has its own IT server environment in the AGRISETA office (Arcadia) supported by the current service provider. Applications running on these servers are accessed via a Local Area Network (LAN) and WAN by users located at the AGRISETA's offices in Arcadia and stakeholders that access the system on the internet through internet browsers. Where required by business operations, the external hosted system is interfaced with to transfer data. Website and other IT servers of the outsourced Business Applications / MIS system are provided and hosted by the service provider.

7.5. AGRISETA intends to host the MIS on Microsoft Azure using UBUNTU operating system and PostgreSQL database.

7.6. SYSTEM FUNCTIONALISITIES

7.6.1. Development of this solution must allow for the below mentioned system functionalities as well as system scalability as and when required.

7.6.2. Management Information System:

- a) AGRISETA personnel (+/- 88 employees Permanent & Contracted and other (1800 external stakeholders) through LAN or WAN and be able to interact, depending on individual security access rights, with various databases on dedicated hosted AGRISETA file servers.
- b) The systems that support the business processes must enable the organization to reach higher levels of efficiency in order to deal with increased learner volumes without necessarily having to increase staff numbers.

7.7. Documentation / Data Control & Configuration Management:

7.7.1. All documents and data, including email messages, should be controlled and configured electronically, in a user-friendly manner.

7.7.2. Skills Module

7.7.2.1. The Online Grants System should provide the following capabilities:

- a) Stakeholder log-in
- b) Capturing editing and deleting of organisational / employer data / records (with consideration of user roles and rights for this interface)
- c) Must have the capability to record employer GPS coordinates from address details inserted and automatically populate municipality information.
- d) Linking of related organisations (subsidiaries)
- e) Registration and de-registration of Skills Development Facilitators
- f) Online and offline capturing editing & printing functionalities of Workplace Skills Plans and Annual Training Reports
- g) System generated letters e.g., approval letters, Query letters, acknowledgement letters etc.
- h) Documents upload (System must have enough storage space per employer record to hold documents that support the WSP/ATR submission)
- i) Creation of Temporary Levy Numbers (N-Numbers)
- j) Grants and levies records and reports (Synchronised to update the organisation profile records tab with the latest levy information)
- k) Client relationship management with a built-in workflow to manage email communication with stakeholders and allow for storage of such under the employer records.
- l) System Reports on WSP/ATR submission, evaluation and approval status as well as Reports on Employer records
- m) Search functionality
- n) Summary of the online grant system information
- o) Integration with the ERP system on the Calculation of mandatory grants based on approved WSP/ATR submissions
- p) System must be able to issue mandatory grant payment letters linked to the finance module.
- q) DHET Levy Portal extraction, and synchronisation of data into the Skills Module for each employer (SARS levy dump)

7.7.3. Project Management (Application of Discretionary Grant)

- a) System to synchronise with the Employer organisation submission of the WSP/ATR.
- b) Discretionary Grant application process
- c) Submission of applications
- d) The system must be to issue an automated acknowledgement of the application to stakeholders.
- e) System must be able to extract application report for recommendation (Dashboard)
- f) Evaluation of submitted applications.
- g) The system must be able to approve/rejection applications.
- h) Generation of recommendation/ allocation letters

7.7.4. Learning Programmes

7.7.4.1. The on-line Learning Programme module must have the following capabilities to enable:

- a) The system must be synchronised with the Employer Information data from the Skills Module to link Employers to Learning Programs
- b) The system must be able to upload learner information to SETMIS, must have search functionality of the learners, as well as edit the learner status as and when required.
- c) The system be able to generate funding agreements (*online*) e.g. Learnership, skills programme, internship and bursaries, as well as work integrated learning.
- d) System functionality must be able to extract customisable (employer and learner reports) status reports as and when required.
- e) A Learning programme management system (*funded and non-funded*)

7.7.5. Education and Training Quality Assurance (ETQA):

7.7.5.1. Provision of a solution with the following quality assurance capabilities to enable:

- a) The system must be synchronised with the Employer Information data from the Skills Module to link Employers to learners on the ETQA module
- b) Registration and Accreditation of Training Providers
- c) A database of accredited providers including their GPS coordinates and contact details.
- d) System must be able to generate an automated reminder as an expiry notification to accredited providers
- e) Linking of providers to:
 - Assessors
 - Moderators
 - Assessments
 - Learners
- d) Client relationship management (allowing for communication with stakeholders, storage of verification documentation, and accreditation reports)
- e) Learner, Provider, Assessor and Moderator certification

7.7.6. Assessor registration

- 7.7.6.1. Assessors to apply manually or electronically
- 7.7.6.2. Assessor registration certificates to be generated by the system
- 7.7.6.3. An automated reminder to be sent to all assessors reminding them of registration status expiry.

7.7.7. Moderator registration

- 7.7.7.1. Moderators to apply manually or electronically.
- 7.7.7.2. Moderator registration certificates to be generated by the system.
- 7.7.7.3. An automated reminder to be sent to all moderators reminding them of registration status expiry.

7.7.8. Learner certification

- 7.7.8.1. Endorsed verification report – manually then uploaded on the system.
- 7.7.8.2. Apply qualification rules workflow.

- 7.7.8.3. Reporting: learner registration status
- 7.7.8.4. Bulk printing of certificates including statement of results.
- 7.7.8.5. Provision for (encrypted) electronic signatures on certificate and statement

7.7.9. General requirement for all the divisions

- 7.7.9.1. Ability to track and report on workflow in line with quarterly performance targets.

7.7.10. SAQA and QCTO– National Learner Record Database (NLRD) interfacing:

- 7.7.10.1. AGRISETA personnel and other stakeholders should be able to log on to the MIS system through LAN or WAN and be able to interact, depending on individual security access rights, with various databases on dedicated hosted AGRISETA file servers.
- 7.7.10.2. Report extraction capabilities should be aligned to legislative requirements.
- 7.7.10.3. Interfacing with the SAQA/QCTO NLRD should be fully electronic and compatible as per proprietary mandatory upload specification available from South African Qualification Authority (available on www.saqa.org.za and www.qcto.org.za).
- 7.7.10.4. The ability to generate test data should be made possible.

7.8. Maintenance & Support

- 7.8.1. On-going maintenance and support of software must be assured related to MIS solution post implementation.
- 7.8.2. A disaster recovery plan must be in place for equipment redundancy and hot-seat provision at a remote site(s) – **to be supplied by AGRISETA through Microsoft Azure**
- 7.8.3. Backup and restore services, monthly reporting.
- 7.8.4. Bidder to link maintenance and support over the period of the contract.
- 7.8.5. Bidder to provide MIS solution Help desk, with clear priority levels.
- 7.8.6. Bidder to make provision for system enhancements, related to software development services (**as and when required**) – costing of these services to be clearly detailed in the pricing schedule.

- 7.8.7. Bidder to make provision of legislative inclusion (***as and when required***) at no additional cost.
- 7.8.8. Bidder to make provision for a Technical Support for monthly engagement to enhance system applications.

7.9. Relational Database requirements:

- 7.9.1. Document / data repository and control.
- 7.9.2. Importing of current documentation / data from existing databases.
- 7.9.3. Input of new documentation / data, e.g.
AGRISETA stakeholders' documentation / data.
- 7.9.4. User customizable report / query extraction capability.
- 7.9.5. The database must be robust, reliable, maintainable, scalable and available according to a Service Level Agreement (SLA) to be entered into with the service provider.
- 7.9.6. The maintainability, availability, integrity and security of documents / data must always be assured.

7.10. Business Intelligence

- 7.10.1. Reporting to the IT support function on:
 - 7.10.1.1. MIS Security – general and IT related audit logs/trail
 - 7.10.1.2. Monthly system status reports.
 - 7.10.1.3. Quarterly Service Level Agreement (SLA) reviews.
 - 7.10.1.4. MIS Change management logs.
 - 7.10.1.5. Full business analysis services/tools against system functionalities

7.11. General requirements:

- 7.11.1. The bidder must be able to meet AGRISSETA's SLA and implementation deadlines.
- 7.11.2. The bidder must have good understanding of the AGRISSETA mandate and of SETAs in general as well as the legislative environment.

7.12. COMPLIANCE OF REGULATORY STANDARDS

7.12.1. Deliverables: System functional guidelines as below:

- 7.12.1.1. The MIS solution must be compliant with all sector legislations, Frameworks and Standards and not limited to the following:
- 7.12.1.2. Bidder must adhere to Protection of Personal Information (POPI) Act.
- 7.12.1.3. Bidder must adhere to General Data Protection Regulation (GDPR).
- 7.12.1.4. Bidder must adhere to minimum Information Security Standard (MISS) also Known as the National Information Security Policy.
- 7.12.1.5. ISO 27000 Series for Information Security Management.
- 7.12.1.6. Including full compliance with AGRISETA ICT Policies
- 7.12.1.7. Bidders are expected to comply with SETMIS business specifications <https://webapps.dhet.gov.za/USUS%20Documents/SETMISFileSpecificationsVersion00120180410.pdf>

7.13. TRAINING AND PROVISION OF THE USER MANUAL

- 7.13.1. The appointed service provider must compile a user and training manual – electronic or digital guide (using platforms such as Microsoft Teams or ZOOM)
- 7.13.2. The appointed service provider will be required to host user testing sessions for each module developed and train selected users on the MIS solution as and when required.
- 7.13.3. The appointed service provider will be required to accompany AGRISETA teams on national systems training sessions on an ad-hoc basis for technical support.

7.14. CONTRACTUAL OBLIGATION

- 7.14.1. Bidders must provide the following information on the proposals:
 - 7.14.1.1. Bidders must complete the attached pricing schedule annexure - A
 - 7.14.1.2. The total bid price must be VAT inclusive and fixed for a duration of 03 (three) years
 - 7.14.1.3. Once-off implementation costs
 - 7.14.1.4. Transfer of skills costs

- 7.14.1.5. Monthly maintenance and support costs for a MIS system for a period of thirty-six (36) months (post implementation), *including call out fee (as and when required)*
- 7.14.1.6. Costs and quality of ongoing maintenance and support of the MIS system – including software development requirements that are legislated.
- 7.14.1.7. Bidder must provide data migration, extraction, scrubbing, auditing and conversion of data costs from the current systems to the proposed system (for current and future projects).
- 7.14.1.8. The service provider’s quotation must also provide sufficient detail in terms of various cost items such as total “man” hours and daily rates for the project team. (the total cost of the project implementation must be clearly stipulated)
- 7.14.1.9. In the case of the service provider using sub-contractors, the former will be responsible for ensuring delivery of services from any such sub-contractors and for making any payments to such sub-contractors.
- 7.14.1.10. The successful bidder will be required to have adequate professional indemnity as well liability insurance in place (upon parties contracting)
- 7.14.1.11. The Contract site is at AGRISETA (as and when required).

7.14.2. AgriSETA will own the Intellectual Property (IP).

7.14.3. **NB.** We do note that we cannot own the source code because Odoo is open community.

8. TECHNICAL MANDATORY REQUIREMENTS

Service Providers to comply with the following requirements. Failure to comply with the technical mandatory requirements information and documents will lead to disqualification of the bidder.

NO.	DESCRIPTION	COMPLY YES (✓)	DO NOT COMPLY (X)
1.	NB: Proof of Odoo Partnership must be submitted with the bid proposal		

2.	The System Developers and Business Analysts Must be locally based (i.e., in South Africa)		
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9. PAYMENT TERMS

AgriSETA undertake to pay valid invoices in full, within 30 (thirty) days from date of receipt of the invoice, for work done to its satisfaction. No payment will be made where there is outstanding information, until that outstanding information is submitted, and the deliverable has been successfully submitted to the Seta. AgriSETA shall not pay for any unproductive or duplicated time spent by the service provider on any assignment as a result of staff changes or redrafting of reports.

10. EVALUATION CRITERIA

The following evaluation method will be used:

- After the closing date of the bid invitation, an appointed evaluation committee of AgriSETA officials and possibly other external parties will evaluate the proposals of the bidders.
- The committee will individually evaluate each of the bid proposals received against the appointed criteria as provided for in Preferential Procurement Regulations, 2017

All proposals submitted will be evaluated on three categories:

- Functionality (technical content)
- Price
- B-BBEE status level of contribution

Bids will be evaluated in accordance with the Preferential Procurement Regulations, 2017, using the 80/20 split. The 80/20 preference points system applies for acquisition of goods or services for Rand value equal or above R30 000 and up to R50 million.

Firstly, the assessment of functionality will be done in terms of the evaluation criteria and the minimum threshold value of 75 points. A bid will be disqualified if it fails to meet the minimum threshold value for functionality as per the bid invitation.

A Bid Evaluation Committee will review and evaluate the proposals. A maximum of four (3) bidders may be invited to present their proposal for the purpose of providing clarification and answers to questions by the committee. If presentations are necessary, they will be made on the date, time and location to be confirmed.

Thereafter, only the qualifying bids after the presentation will be evaluated in terms of the 80/20 preference points systems, 80 points will be used for price only and the 20 points will be used for B-BBEE Status Level of Contribution. The price points will be calculated in accordance with the formula prescribed in Regulation 6. (1) of the Preferential Procurement Regulations, 2017.

A recommendation for the awarding of the contract will be made at the meeting of the Bid Adjudication Committee to be confirmed, where applicable.

For functionality, the following criteria will be applicable and the maximum value of points breakdown for each criterion using these scale level descriptors:

SCALE LEVEL DESCRIPTIONS	RATING
No relevant response or information given to enable evaluation	0
Very poor response based on expected standard	1
Poor response based on expected standard	2
Average response based on expected standard	3
Good response based on expected standard	4
Excellent response based on expected standard	5

Points Breakdown:

CRITERIA FOR FUNCTIONALITY	BREAKDOWN OF POINTS	WEIGHT
<u>COMPANY EXPERIENCE</u>		
<p>The experience of the bidding company in relation to the scope of work will be evaluated. AgriSETA requires a qualified and experienced company with at least five years' experience providing similar software services highlighted in this RFP. AgriSETA reserves the right to verify any information provided with other organisations including Odoo International should it deem it necessary.</p>		
<p>Company Experience in Implementing similar projects.</p> <p>(Bidders are required to submit contactable reference letters from companies)</p>	<p>Five (5) reference letters in system customisation and enhancements</p> <p style="text-align: center;">[5]</p>	25
	<p>Four (4) reference letters in system customisation and enhancements</p> <p style="text-align: center;">[4]</p>	
	<p>Three (3) reference letters in system customisation and enhancements</p> <p style="text-align: center;">[3]</p>	
	<p>Two (2) reference letters in system customisation and enhancements</p>	

CRITERIA FOR FUNCTIONALITY	BREAKDOWN OF POINTS	WEIGHT
where customization and enhancement projects were completed)	[2]	
	One (1) reference letter in system customisation and enhancements [1]	
	No reference letter in system customisation and enhancements [0]	
<u>PROJECT TEAM EXPERIENCE</u> Experience of Key Personnel that will be Assigned to the AgriSETA project should the bidder be successful. (Provide minimum of three Key Personnel)		
Project Team Experience (Bidders are required to submit CVs of Key Personnel)	Less than one (1) year experience in Python and PHP development [0]	25
	Up to One (1) year experience in Python and PHP development [1]	
	Up to Two (2) years' experience in Python and PHP development [2]	
	Up to Three (3) experience in Python and PHP development [3]	
	Up to Four (4) years' experience in Python and PHP development [4]	
	Five (5) years or more experience in Python and PHP development [5]	
<u>PROJECT MANAGEMENT APPROACH AND METHODOLOGY</u>		
Project Methodology and Approach	Bidder has not provided methodology, plan, or approach [0]	20
	Bidder has stipulated a Project Management methodology and Project approach, or plan provided [5]	

CRITERIA FOR FUNCTIONALITY	BREAKDOWN OF POINTS	WEIGHT
<u>POST-IMPLEMENTATION OPERATIONAL SUPPORT</u>		
Post Implementation Support Turnaround times	Service provider has not provided detailed service management plan. (Turnaround Times- Sample Service Level Agreement (SLA) with Priority Level Response Times (High, Medium, Low) not provided. [0]	15
	Service provider has provided detailed service management plan. (Turnaround Times- Sample Service Level Agreement (SLA) with Priority Level Response Times (High, Medium, Low) [5]	
<u>COMPANY FINANCIAL STATUS</u>		
Letter of Good Standing from the bank (to verify credit worthiness) The letter must not be older than 6 months.		
Letter of Good Standing	No letter attached [0]	15
	Letter of good standing not older than 6 months [5]	

Bidders who score 75 (average) points and above will be considered in phase 2 of the evaluation.

The 80/20 points system will be used when evaluating this Request for Proposal.

The remaining 20 points will be allocated in terms of Regulation 6(2) and 6(3) of the Preferential Procurement Regulations, 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14

B-BBEE Status Level of Contributor	Number of points (80/20 system)
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Phase 2 of evaluation will include the sum of the two criterions below:

CRITERIA	WEIGHT
Price	80
B-BBEE status level of contribution	20
TOTAL	100

Bidders must submit proof of their B-BBEE status level of contributor.

A bidder failing to submit proof of B-BBEE status level of contribution or is a non-compliant contributor to B-BBEE may not be disqualified but may only score points out of 80 for price, and score 0 points out of 20 for B-BBEE.

12. CONDITIONS OF TENDER

- The requirement for content of the project proposal” section below outlines the information that must be included in bid offers. **Failure to provide all or part of the information will result in your bid being excluded from the evaluation process.**
- AgriSETA may at its own discretion vary an instruction to include more work.
- In the event that any conflict of interest is discovered during the assignment, AgriSETA reserves the right to summarily cancel the agreement and demand that all the information, documents and property of AgriSETA be returned forthwith.
- AgriSETA reserves the right to request new or additional information regarding each bidder and any individual or other persons associated with its project proposal.
- Bidders shall not make available or disclose details pertaining to their project proposal with anyone not specifically involved, unless authorized to do so by AgriSETA.
- Bidders shall not issue any press release or other public announcement pertaining to the details of their project without the prior written approval of AgriSETA.
- Bidders are required to declare any conflict of interest they may have in the transaction for which the bid is submitted or any potential conflict of interest. AgriSETA reserves the right not to consider further any bid where such a conflict of interest exists or where such potential conflict of interest may arise.

- Bidders must be registered in the National Treasury Central Supplier Database (CSD) and must submit CSD report with a tax compliant status with their proposal.
- Bidders must be tax compliant
- Bidders are advised that submission of a project proposal gives rise to no contractual obligations on the part of AgriSETA.
- Disputes that may arise between AgriSETA and a bidder must be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful, in a South African court of law.
- All returnable bid documents must be completed in full and submitted together with the bidder's proposal.
- Completion of the Standard Bidding Documents below stated is mandatory, failure to do so will render your bid offer invalid.
- The bidder must submit their bid independently from, and without consultation, communication, agreement or arrangement with any competitor. Competitors subcontracting to each other is prohibited and both bidders will be disqualified, except partners in a joint venture or consortium.
- Joint venture agreements pertaining to the bid in question must be attached and signed by both parties.
- Debriefing of tender participants will open from the date in which the successful bidder(s) have been published and close after 30 days from the date of publishing the award.

ANNEXURE A:
PRICING SCHEDULE- LEARNER MANAGEMENT SYSTEM
SOFTWARE DEVELOPMENT RATES

DESCRIPTION OF SERVICE	COSTS PER MONTH	TOTAL COST FOR 3 YEARS INCL, VAT
Once off implement cost		
Transfer of skills costs/Training costs for 4 sessions		
Maintenance and support costs (MIS System) (must include call out fee or travel)		
PROJECT ROLE	RATE PER UNIT	TOTAL COST FOR 3 YEARS INCL.VAT
Project & Account Management	R -	
Lead Business Analyst	R -	
Jnr. Business Analyst	R -	
Lead / Snr. Developers	R -	
Jnr. System Developers	R -	
Hourly Technical Support	R -	
TOTAL BID PRICE , MUST BE FIXED FOR 3 YEARS	R -	

NB:

- **ALL RATES INDICATED ABOVE MUST BE FIXED FOR THE DURATION OF THE 3 YEAR PERIOD AND MUST COVER ALL THE COSTS FOR ALL SERVICES STIPULATED IN THE TERMS OF REFERENCE.**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	AGRISETA/01/2021	CLOSING DATE:	11 -08-2021	CLOSING TIME:	11:00 am
DESCRIPTION	REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SYSTEM DEVELOPMENT SERVICES REQUIRED FOR SYSTEM ENHANCEMENT AND CUSTOMIZATION OF THE MANAGEMENT INFORMATION SYSTEM WITH SUPPORT AND MAINTENANCE FOR A PERIOD OF THRITY-SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
AGRISETA HOUSE, 529 BELVEDERE STREET, ARCADIA 0083					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	TEBOGO MAPITSING		CONTACT PERSON	TEBOGO MAPITSING	
TELEPHONE NUMBER	012 301 5678		TELEPHONE NUMBER	012 301 5678	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	TEBOM@AGRISETA.CO.ZA		E-MAIL ADDRESS	QUOTATIONS@AGRISETA.CO.ZA	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

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

SIGNATURE OF BIDDER:

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

DATE:

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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 a price quotation, advertised competitive bid, limited bid or proposal). 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, shareholder²):

2.4 Company Registration Number:

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.

¹"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.

²" 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.

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 attached 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.

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

2.10 Are you, or any person connected with the bidder, 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? **YES/NO**

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Reference Number	Tax	State Number	Employee / Persal Number

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 IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

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) The 80/20 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:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

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.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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	<input type="checkbox"/>	<input type="checkbox"/>

Black people who are youth		
Black people who are women		
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		
OR		
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;
- 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

.....

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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	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)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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:		

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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
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 consortium³ 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

³ 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

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

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	----- R.....
	----- R.....
	----- R.....
	----- R.....
		TOTAL: R.....	

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

Name of Bidder:

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

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

- 6. Period required for commencement with project after acceptance of bid
.....
- 7. Estimated man-days for completion of project
.....
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to
(Tebogo at AgriSETA House Pretoria)

[Tel: 012 301 5678](tel:0123015678)

Or for technical information –

(Tebogo at AgriSETA House Pretoria)

[Tel:012 301 5678](tel:0123015678)

FRAUD ALERT

Dear Bidders/ Prospective Suppliers

The correspondence serves to notify the Bidders and Prospective Suppliers to be vigilant of fraudsters attempting to solicit money indicating that they can ensure and secure that your respective Company and /or Organization will win AgriSETA Bids or Tenders for a certain fee. Please note that these Fraudsters are also claiming to be working for AgriSETA.

AgriSETA taking into consideration its Internal Control and the Supply Chain Management Processes will not contact any bidder soliciting money in exchange of a Contract or Purchase Order.

Bidders and Prospective are therefore requested not to entertain such calls or emails. Should your Company, Organization or Individuals receive a suspicious email, urgently contact Ms. Kubenokuthula Ndlovu: Chief Risk Officer on (012) 301 5687 email: Kube@agriseta.co.za; Alternatively call AgriSETA Anti-Corruption Hotline, Free Call: 0800 869 624.



Innocent Sirovha (Dr)
Chief Executive Officer
17 February 2021

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
- 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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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)