

Request for Proposal

Development and enhancement of the Wesgro Portal and Digital Architecture for 3 years

Full Name of Bidding Entity:	
Contact Person:	
Contact Number:	
Contact Email Address:	
Advertisement Date:	27 August 2024
Compulsory Briefing Session Date/Time:	Not applicable
Closing Date/Time:	18 September 2024 at 11h00
Issued by:	Wesgro

**PART A
INVITATION TO BID**

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF WESGRO			
BID NUMBER:		CLOSING DATE:	
		CLOSING TIME:	
DESCRIPTION			
BID RESPONSE DOCUMENTS MUST BE DEPOPLATFORMD IN THE BID BOX SITUATED AT (STREET ADDRESS)			
Ground Floor, Media 24 building, 40 Heerengracht Street, Cape Town			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Banele Benxa	CONTACT PERSON	Avsharn Bachoo
TELEPHONE NUMBER	021 487 8600	TELEPHONE NUMBER	021 487 8600
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	scm@wesgro.co.za	E-MAIL ADDRESS	scm@wesgro.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:		AND	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	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[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 TOGETHER WITH A COMPLETED 6.1 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:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCB07).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBPLATFORM WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

1. INTRODUCTION

Wesgro is the official Tourism, Trade and Investment Promotion and Facilitation agency for the Western Cape. Wesgro is a legislated Schedule 3C Public Entity, as provided for in the Western Cape Investment and Trade Promotion Agency Amendment Act, 2013. The Agency is governed by a Board of Directors appointed by the Executive Authority in terms of section 3 of the Act.

A globally competitive regional economy through inclusive and sustainable economic growth in Cape Town and the Western Cape is our vision.

For the 2024/25 financial year, our strategy will be to:

- Differentiate the Western Cape as a leading regional economy.
- Capture the Western Cape's share of global investment (G4J Target: R200bn by 2035).
- Grow Western Cape exports of goods and services, incl. Tourism (G4J Target: Triple exports by 2035).
- Grow the leisure and business tourism pie to support export target (G4J Target: Double tourism by 2035).
- Be a sustainable and innovative Wesgro (Future-fit Wesgro)

2. OBJECTIVES

The objective of this Request for Proposal (RFP) is to appoint a credible, experienced and capacitated service provider that shall assist Wesgro with their scope of work requirements, listed below, for a period of three (3) years.

Wesgro is embarking on a digital transformation journey, to move into a platform business to ensure sustainability, improving efficiencies, reduce costs, allow for an improved client and staff experience, and allow for scope, scale and speed as the agency delivers on its mandate and strategy.

The objective of the digital transformation journey includes creating scope, scale and speed. To achieve this, Wesgro is embarking on:

- Being a platform business and central economic knowledge hub.
- Improving the client experience.
- Enabling staff.
- Empowering stakeholders.
- Expanding the digitalization of our value proposition across our mandates.
- Being cybersecure.

To achieve this, the digital strategy entails building a platform that is cloud based, centrally manages all data, modular in architecture, and is built on a modern technology stack. The resultant architectural requirements are:

- a) Pattern: Microservices architecture with layers
- b) Front end: HTML5
- c) Backend: exclusively PHP or exclusively Java
- d) Database: Microsoft SQL
- e) Server infrastructure: Hybrid set up hosted on Wesgro Nutanix/Microsoft Azure.

The Wesgro platforms will be transitioned in line with the above, following a phased approach. New platforms will be built around the architecture requirements above.

The target state will be a cloud hosted, singular digital platform, built in a modular architecture. This is to create economies of scale to allow Wesgro to execute on its strategy, as detailed in section 1 above.

This document describes the first phase of this digital roadmap. This first phase is a “like for like” conversion of the existing Cape Trade Portal, www.capetradeportal.com, into a modern modular architectural structure.

Subsequent phases will be specified with the successful partner, and will include the consolidation of other websites into the portal, centralisation of data into a single database, customer relationship capabilities, a customer master file and sign-on functionality amongst others. The current Cape Trade Portal is largely export focused, and allows user journeys for international buyers and Western Cape exporters (as detailed in section 3 below). Subsequent phases will include user journeys for other Wesgro mandates including international investors, local and international tourism and conference community, and Western Cape business at large.

3. PHASED APPROACH TO DIGITAL TRANSFORMATION JOURNEY

Wesgro envisions this to be comprised of multiple phases. This first phase entails a re-write of the existing Cape Trade Portal into a modular architecture as specified in this document. This first phase should achieve the sustainability of the technical stack, ensuring the longevity and robustness of the technical infrastructure and technology.

Overview of the Cape Trade Portal

In 2022, Wesgro, along with an appointed service provider, developed the Cape Trade Portal – a 24/7 free, virtual marketplace aimed at connecting international buyers with Western Cape exporters. Wesgro launched the Cape Trade Portal (www.capetradeportal.com) to digitize and scale export support, which the agency provides to Western Cape and Cape Town exporters and international buyers, creating a centralized system for Wesgro’s trade promotion team.

The Cape Trade Portal is:

- 1) an online marketplace, to connect Western Cape and Cape Town exporters to the international market 24/7.
- 2) an online resource center, providing data, intelligence, training, and tools to support Western Cape and Cape Town exporters on their export journey.
- 3) an online platform to support Wesgro export promotion managers with executing their export support activities, including managing, and executing export missions.

Since the launch of the Cape Trade Portal, the analytics of the platform show:

- a total of 1,141 verified exporters,
- 6,728 products and services.
- 471 buyers registered (largely from international markets)
- The existing technical architecture of the Cape Trade Portal includes WordPress (version 6.6.1) , PHP and MySQL. Presently, there are 103 plugins of which 97 are active.
- 41 of the total plugins are custom developed for Wesgro.

Structure of the Cape Trade Portal

The Cape Trade Portal is organized into four main sections:

1. Buyers

This section is a comprehensive resource for international buyers seeking products and services from the Western Cape. It includes the following pages:

- Find the Supplier: A tool to search for suppliers.
- Trade Leads: Listings of trade opportunities.
- Why Buy from the Western Cape: Information on the benefits of sourcing from the Western Cape region.
- Register as an International Buyer: A registration page for buyers.

2. Exporters

The Exporters section is dedicated to businesses in the Western Cape aiming to enhance their export capabilities. Key features include:

- Resource Centre: A hub of tools and resources for exporters to improve their export operations, particularly when direct assistance from Wesgro is unavailable.
- Registration as a Certified Western Cape exporter: A registration page for certified exporters.
- Registration as a Not-Export Ready Western Cape business: A registration page for businesses who wish to get into exports or build their export capabilities.

3. About Us

This section provides detailed information about the Wesgro Trade Unit, including:

- Who We Are: An overview of Wesgro's Trade Unit.
- Meet the Team: Profiles of all team members.
- Get in Touch: Contact information and forms.
- Partners: Information on Wesgro's key partners and funders.

4. Register

The Register section facilitates account management for both buyers and sellers. It includes:

- Register as an Exporter to Sell: A registration page for exporters.
- Register as an International Buyer: A registration page for buyers.
- Login: Access to all user accounts.

The key users of the Cape Trade Portal, who must be considered and included throughout the design and development process, include:

- Western Cape Businesses: These are local companies, whether export-ready or not, that have a presence in the Western Cape. They will list their businesses and products on the platform to expand their reach in international markets.
- International Buyers: These users are located worldwide and seek to source products and services from the Western Cape.
- Wesgro Export Managers: These Wesgro colleagues have the ability to track, monitor, and facilitate export support. They can edit, remove, or add information on the platform.

The source code for the current Cape Trade Portal will be provided to the successful bidder after the contract has been signed.

Vision for future Development and Maintenance

The vision for the Cape Trade portal's future development encompasses several key objectives that will ensure the longevity, sustainability, efficiency, and effectiveness of the platform, which may include but not limited to the following: improved user experience, easier search functionality, central communication and knowledge platform for Western Cape and international business, link to Customer Relationship Management (CRM) system, real-time data and intelligence sharing. Wesgro currently uses Microsoft dynamics for its CRM.

4. SCOPE OF WORK REQUIREMENTS

The appointed service provider must have the ability to perform, manage and execute on the Development and Maintenance of the Cape Trade Portal. This phase of the project will include the following three components:

No.	Requirement	Description	Proposed Timeline
1	Development of Cape Trade Portal	<p>A "like for like" re-write and modernise the backend architecture of the Cape Trade Portal, while retaining the existing functionality.</p> <p>The architectural requirements are:</p> <ul style="list-style-type: none"> a) Pattern: Microservices architecture with layers. b) Front end: HTML5. c) Backend: exclusively PHP or exclusively Java. d) Database: Microsoft SQL. e) Server infrastructure: Hybrid set up hosted on Wesgro Nutanix/Microsoft Azure. <p>This phase emphasizes re-writing existing key functionality into the tech stack (a-e) above.</p> <p>The appointed service provider will be required to undertake a comprehensive Discovery Phase in collaboration with the Wesgro project team to assess the feasibility and resilience of the re-write, ensuring alignment with Wesgro's vision and requirements.</p> <p>The proposal must account for potential minor scope adjustments identified during the Discovery Phase, ensuring these do not affect the established pricing schedule. If the provider decides to make use of Microsoft Azure, Wesgro will provide the hosting platform and services. The platform should be mobile responsive.</p> <p>1. Source Code Management and Data Ownership</p> <p>All source code will be managed through Wesgro's GitHub account. This includes:</p> <p>Repository Setup: Setting up and maintaining repositories within our GitHub account.</p> <p>Branch Management: Using a branching strategy that ensures efficient development workflows and code integration.</p> <p>Code Reviews: Implementing regular code reviews to maintain code</p>	3-6 months from date of appointment.

		<p>quality and consistency.</p> <p>Version Control: Ensuring all code changes are versioned and documented appropriately.</p> <p>Continuous Integration/Continuous Deployment (CI/CD): Utilizing GitHub Actions or other CI/CD tools to automate testing, deployment, and integration processes.</p> <p>Data Ownership: All design elements, backups and source code are the property of Wesgro. A handover document including all design elements, backups and source code must be submitted for review fifteen (15) days before the contract end date.</p>	
2	Maintenance of newly developed Cape Trade Portal	<p>Provide maintenance to the new platform, to ensure it remains compliant, secure, functional and reliable to Wesgro and all external users.</p> <p>2.1 Regular Updates</p> <p>Proactive Maintenance: The service provider will be responsible for maintaining the portal. Monitoring tools for uptime, performance and security scans must be implemented to avoid any downtime.</p> <p>Plugin and Software Updates: Keeping the website components, including the Content Management System (CMS), themes, and plugins, up to date to ensure compatibility and security. A change management process must be followed before any updates are applied. Automatic updates must be disabled.</p> <p>Subscriptions and certificates: All subscriptions related to plugins and monitoring tools will be managed by the service provider via a Wesgro owned account.</p> <p>2.2 Security Services</p> <p>Security Monitoring: Conducting regular scans to detect and prevent security threats, malware, and vulnerabilities to protect the portal from potential breaches.</p> <p>Security Updates: Implementing security patches and updates to address newly discovered vulnerabilities and threats. A change management process must be followed before any updates are applied. Automatic updates must be disabled.</p> <p>2.3 Backups</p> <p>Regular Backups: Creating and storing backups of the website's data and files to restore in case of data loss or technical failure/issues, ensuring minimal downtime and data integrity.</p> <p>Backups must be handed over to Wesgro at the end of the contract as part of the off-boarding process.</p>	From date of deployment of item 1 (above) until end date of contract.

		<p>2.4 Performance Optimization</p> <p>Database Optimization: Maintaining the efficiency of the portal's database by regularly cleaning up unnecessary data and optimizing database queries to improve performance.</p> <p>2.5 Technical Troubleshooting and Service Requests</p> <p>Issue Resolution and Service Requests: Responding to Service Requests and addressing and resolving technical Issues that may arise including, but not limited to critical Issues, major functional issues, minor functional issues, bug fixes, security vulnerabilities, performance issues, database errors, mobile responsiveness issues, navigation and information architecture, broken links and images, content formatting issues, ensuring smooth portal operation.</p> <p>2.6 Security and Data Protection</p> <p>SSL Certificate Maintenance: Ensuring the secure transfer of data through encryption, maintaining user trust and compliance with security standards.</p> <p>Data Privacy Compliance: Keeping the portal compliant with data protection requirements such as POPIA, ensuring user data is handled securely and legally.</p> <p>2.7 Analytics</p> <p>Analytics Integration: Setting up or maintaining website analytics tools to monitor visitor behavior and website performance, providing valuable insights for improvement.</p> <p>Monthly Reporting: Providing the client with performance reports and insights (snapshot reports), enabling data-driven decisions.</p> <p>2.8 Consultation and Support</p> <p>Ongoing Support: Responding to our inquiries, concerns, and requests promptly, ensuring any issues are addressed efficiently.</p> <p>2.9 Compliance and Regulatory Updates</p> <p>Regulatory Compliance: Ensuring the website complies with industry regulations, accessibility standards, and legal requirements, avoiding any legal or operational issues.</p>	
3	Future phases	<p>The vision is to build a singular platform, using a modular approach, to create economies of scale for Wesgro to execute on its strategy.</p> <p>Subsequent phases will be specified with the successful partner, and will include, but not be limited to, the consolidation of other websites into a single website and integration of the portal to the website, centralisation of data into a single database, customer</p>	From date of deployment of item 1 (above) until end date of contract.

	<p>relationship capabilities, a customer master file, and sign-on functionality amongst others.</p> <p>This will include: A Discovery Phase whereby the appointed service provider will workshop with the Wesgro Project Team, the best suited solution for additional development of the Cape Trade Portal. An Implementation Phase whereby the appointed service provider will incorporate and action on the solution selection and agreed upon in the discovery phase.</p>	
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5. DELIVERABLES

The successful service provider will be required to execute the following services outlined below. Please provide a separate line item for each of the below requirements:

No.	Deliverable
1	<p>Development of the Cape Trade Portal (3-6 months)</p> <p><i>Note:</i> Re-write and modernise the backend architecture of the current Cape Trade Portal</p>
2	<p>Maintenance of the newly developed Cape Trade Portal post completion of the “like for like” build.</p> <p><i>Note:</i> After “like for like” development, maintenance for the duration of the contract.</p>
3	Future phases
4	Service Level Agreement for content updates, incident and service requests.
5	Security and Data Compliance
6	<p>Project Management and Account Management services (36 months).</p> <p><i>Note:</i> The appointed service provider will report to Wesgro weekly, taking the lead in scheduling meetings, taking minutes, and following up on action items. Deliverables from Wesgro will be discussed beforehand and managed by project leaders, with in-person meetings required as indicated. The provider will handle project and account management services, including client liaison, reports, internal briefings, quality control, administration, monthly billings, client status meetings, and uploading to Wesgro owned source code and data repositories.</p>
7	<p>Handover Material, Documentation and Training for both next service provider and Wesgro Project team.</p> <p><i>Note:</i> Business Requirements Specifications (BRS), System Architecture, Project Timelines, Design Documentation, Training, Source Code</p>
8	<p>Data Ownership.</p> <p><i>Note:</i> All design elements, backups and source code are the property of Wesgro.</p>

6. TENDER EVALUATION PROCESS

The tender will be evaluated on the following phases:

No	Phase	Description
2.1	Phase 1: Mandatory requirements evaluation	All bids must comply with the mandatory requirements. Failure to comply with any of these requirements will immediately disqualify the bid.
2.2	Phase 2.1: Functional requirements Phase 2.2: Presentation evaluation (part of functional evaluation)	Bidders are required to achieve a combined minimum score of 70% for functional criteria 2.1 and 2.2 in order to progress to be evaluated for the Price and BBB-EE.
2.3	Phase 3: Price and BBBEE	The 80/20 preference point system will be used to calculate points for Price and BBB-EE, and the highest ranked bidder shall be the successful bidder, unless objective criteria has been applied in accordance with section 2 (1) (f) of the Preferential Procurement Policy Framework Act (PPPFA).

7. CONTRACT PERIOD

The contract will be for a period of thirty-six month starting from the date of contract.

A Service Level Agreement (SLA) and/or Master Service Agreement (MSA) must be submitted for review and signed within 30 days from the date of award.

8. MANDATORY REQUIREMENTS

The service provider must achieve the below mandatory requirements in order to proceed to be evaluated further. The service provider must submit the required documentation as part of their proposal. Failure to submit the required documentation will result in the bid being disqualified.

No.	Mandatory requirement	Reference to evidence submitted
1.	Supply an organogram of the project team listing the following minimum key roles: Chief Technology Officer or equivalent, Project Manager and Lead Developer.	
2.	A Computer Science degree or equivalent qualification is required for the Chief Technology Officer.	
3.	A Project Management Profession (PMP) certification or equivalent is required for the Project Manager.	
4.	Certifications in HTML5, PHP/ JAVA and Microsoft SQL, Microsoft Azure certification are required within the project team.	

9. PHASE 2.1 FUNCTIONAL EVALUATION CRITERIA

Responses will be evaluated using a predetermined set of criteria, i.e., functionality evaluation. The evaluation criteria are designed to reflect Wesgro's requirements in terms of identifying a suitable service provider and ensure the selection process is transparent and affords all the bidders a fair opportunity for evaluation and selection.

The RFP submission will be functionally evaluated out of a total functional criteria of 150 points, comprising 100 points for functional requirements (phase 2.1) and 50 points for presentation functionality (phase 2.2).

The bidder will be required to score a combined minimum percentage of 70% for phase 2.1 and phase 2.2, being 105 points out of a maximum of 150 points.

Functional Evaluation Criteria:

The evaluation is based on functionality, which will be evaluated using the following criteria and points:

Evaluation Area	Evaluation Criterion	Maximum Points
Company profile	Assess the company's reputation in the industry and its track record of successfully completing similar projects on time and within budget. Preference will be given for those bidders with more than three (3) years' experience and with a location in Cape Town, to ensure ease of in-person briefing sessions	Zero (0) to 10
Team CVs and Bios	Reviewing the experience, expertise, resources, technical skills, qualifications, responsibilities and infrastructure available for this project.	1- 5: Fair 6-10: Good 11- 15: Excellent
Detailed, Technical Development Proposal	A proposal documenting the company's approach to the project, including methodologies, technologies to be used, project management practices and innovation strategies. Please include the identification of potential risks, along with mitigation strategies and contingency plans.	0: no submission 1 -10: submitted but poor quality 10 – 20: Fair Quality 21 – 25: Excellent Quality
Project Plan: Development and Maintenance	A detailed plan displaying the capability of the service and the timeframe of completing the project. The proposal needs to outline the "like for like" rebuild of the current Cape Trade Portal, as well as the new features and enhancements proposed for Deliverable 3, milestones, timelines, deliverables and	0: no submission 1 -10: submitted but poor quality 11 – 20: Fair Quality

	resource allocations. Testing plan consisting of unit testing, systems testing and user acceptance testing.	21 – 25: Excellent Quality
Mock-up Design Proposal	A proposal featuring mock-up designs demonstrating improvements to the design and UI/UX of Deliverable 3 (as listed above). All Development suggestions should be visibly shown.	0: no submission 1-5: submitted, but poor quality. 6-7: fair quality 8-15: Excellent quality
Case Studies; references; past performances on similar projects.	Please supply three or more signed reference letters on the client letterhead referencing similar completed projects not older than 3 years.	0: no submission 1-5: submitted, but poor quality. 6-7: fair quality 8-10: Excellent quality
Total		100

10. PHASE 2.2- FUNCTIONAL CRITERIA: PRESENTATION

The phase 2.2 of the functional evaluation criteria (in person presentation) will be scored as follows:

Presentation	Points available- max 50	Maximum points
The bidder must demonstrate their proposal to support Wesgro's Digital Transformation Journey.	<ul style="list-style-type: none"> • Presentation of Project plan (10 points) • High-level System Architecture (20 points) • Mock-up Design Proposal (10 points) • Case study of a similar project (10 points) 	
Total points for the presentation criteria		50 points

Summary of Phase 2: Functionality requirements (Bidder must score a minimum of 70% (105 points out of 150 points) for functionality to proceed to Phase 3: Price and BBB-EE)

Phase	Functionality requirement	Maximum points available
Phase 2.1	Evidence based functionality evaluation	100
Phase 2.2	Presentation (in person)	50
Total		150

11. PRICE AND PREFERENCE

Bidders must submit pricing for all requested items. Failure to submit pricing for all requested items will result in bid disqualification. The bidder must complete the below pricing schedules (11.1; 11.2, and 11.3):

11.1 PHASE 1: DEVELOPMENT AND MAINTENANCE OF THE CAPE TRADE PORTAL

Deliverables	Months (maximum)	Quantity (estimated hours)	Average Hourly Rate	Total price (VAT excluding) in RANDS
Development of the Cape Trade Portal “like for like” build. (3 - 6 months)	6 months	n/a	n/a	
Maintenance of the newly developed Cape Trade Portal, after the “like for like” build Portal Maintenance* . <i>Any unused hours will roll over to the next month.</i> <i>Hourly rate =</i> Technical Support* . <i>Any unused hours will roll over to the next month.</i> <i>Hourly rate =</i>	36 months			
Project Management &, Account management services*.	36 months			
Handover Material including System Architecture Documentation and Training for Wesgro’s Project team.	Once off	n/a	n/a	
	Sub-total			
	Disbursements (travel/accommodation) if applicable			
	VAT @ 15%			
	Total cost (VAT and disbursements included) for full contract period and full delivery of PHASE 1: DEVELOPMENT AND MAINTENANCE OF THE CAPE TRADE PORTAL.			

*The costs are subject to an annual escalation in line with average inflation for the preceding 12 months as determined by StatsSA.

11.2 FUTURE PHASES DEVELOPMENT AVERAGE RATE

A successful digital transformation journey requires a blend of technical, business, and creative skills. The team should be adaptable, collaborative, and forward-thinking to create a platform that not only meets current needs but is also prepared for future developments in global trade and digital technology. The blend of technical, business, and creative skills required for the project include Project Manager, Business Analyst, UX/UI Designer, Software Architect, Frontend Developer,

Backend Developer, Data Engineer/Scientist, Cybersecurity Specialist, DevOps Engineer and Quality Assurance (QA) Engineer.

No	Stage of development	Team members	Quantity (estimated hours for evaluation purposes only)*	Average Hourly Rate (VAT excluding)**	Average Development Rate (VAT excluding) in RAN\$
1	Overall project leadership	Chief Technology Officer or equivalent,	100		
2	Project Planning and Requirements Gathering	Project Manager, Business Analyst	200		
4	System Architecture and Technical Design	Software Architect, Backend Developer	250		
5	Frontend Development / UX/UI Design	Frontend Developer / UX/UI Designer	900		
6	Backend Development / DevOps and Deployment	Backend Developer, Data Engineer, DevOps Engineer	1 200		
7	Data Integration and Analytics	Data Engineer/Scientist	400		
8	Cybersecurity Implementation	Cybersecurity Specialist	200		
10	Quality Assurance and Testing	QA Engineer	400		
11	Content Development and Management	Content Strategist/ Manager	200		
12	Client Support Setup and Training	Client Support Specialist	100		
13	Legal and Compliance Review	Legal/ Compliance Advisor	100		
14	Other (_____ Specify)	Other (_____ Specify)			
	Total Estimated development costs		4 000		
	Disbursements (travel/accommodation) if applicable				
	VAT @ 15%				
	Total cost (VAT and disbursements included) for full contract period and estimated delivery of FUTURE PHASES DEVELOPMENT.				

*All bidders must work on 4 000 development hours to allow Wesgro to evaluate the proposals on a comparable basis.

**The costs are subject to an annual escalation in line with average inflation for the preceding 12 months as determined by StatSA.

11.3 TOTAL TENDER PRICE

11.1	Total cost (VAT and disbursements included) for full contract period and full delivery of PHASE 1: DEVELOPMENT AND MAINTENANCE OF THE CAPE TRADE PORTAL.	
11.2	Total cost (VAT and disbursements included) for full contract period and full delivery of PHASE 1: DEVELOPMENT AND MAINTENANCE OF THE CAPE TRADE PORTAL.	

11.3	TOTAL TENDER PRICE COST (INCLUDING ALL APPLICABLE TAXES)	
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For future phases of development, the successful bidder will be sent a Request for Services and provided 14 to 21 days to develop a detailed Technical Development Proposal, Mock-up Design Proposal, Project Plan covering development and maintenance and proposed pricing. The pricing would need to be in line with the rates quoted above. The project team and hours required would vary based on the complexity of the Request for Services)

Once the detailed Technical Development Proposal, Mock-up Design Proposal, Project Plan covering development and maintenance and proposed pricing are evaluated and approved by Wesgro, a separate Purchase Order would be issued for the future development and the work may commence.

Bidders need to complete all pricing information in the price and preference schedule.

Preference Points Evaluation: As the RFP price is estimated to be between R1 million and R50 million including VAT, the RFP responses will be evaluated on the 80/20-point system whereby the bidder obtaining the highest number of total points will be awarded the contract unless objective criteria justify the award to another bidder.

In the event that two (2) or more bids have scored equal points in terms of price and preference, the successful bid must be the one scoring the highest number of preference points in terms of PPPFA Act 5 of 2000. However, when functionality is part of the evaluation process and two or more bids have scored equal points for preference, the successful bid must be the one scoring the highest score for functionality. Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

To qualify for the financial evaluation, bidders must meet all requirements as outlined in this RFP. This RFP will be evaluated on the 80/20 points scoring principle as per the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022. Points scored will be up to a maximum of 80 points for price and up to 20 points for Specific Goals (BB-EEE contribution level).

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Proposals will not be disqualified from the bidding process if the bidder did not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 20 points respectively for Specific Goals (BBB-EE).

12. CONTRACTUAL OBLIGATION

Bidders to fully complete documentation required under the process and documentary section, including all applicable costs, in South African Rands (including VAT). 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. Wesgro reserves the right to subject the bidder to a performance review in terms of measuring satisfactory performance.

Bidders are required to fully comply with the relevant SCM Legislative Framework as well as application of regulatory and prescripts. Bidders are also required to take all reasonable steps to protect information, in line with the provisions of the POPIA 4 of 2014.

13. ABSENCE OF OBLIGATION & CONFIDENTIALITY

No legal or other obligation shall arise between the service provider and Wesgro unless/until both parties have signed a formal contract or Service Level Agreement in place, whereby the rand value of the award is in excess of R500,000 (VAT included).

By providing a proposal to Wesgro, the bidders accept the following:

Wesgro will issue a purchase order to the appointed service provider. Wesgro will not pay (and not be held liable) the service provider any amounts over and above the purchase order value and will not pay the service provider for any work performed outside the original RFP that was issued and advertised by Wesgro. Should you receive any instruction from Wesgro that does not come from the SCM unit to perform any work outside of the original bid specification, Wesgro will not be held liable for this payment.

14. INTELLECTUAL PROPERTY

Wesgro will take ownership of any reports, any work and other intellectual property that will arise out of this project.

15. WORKMEN AND SUPERVISION ON PLATFORM

The service provider shall be held responsible for the conduct of their employees and the conduct of their sub-contractor's employees for the full duration of the contract, where applicable.

16. CONTRACT REQUIREMENTS

The RFP document will be appended to Wesgro's Contract (SLA) with the service provider and will constitute the schedule of deliverables for the purposes of this project. All prices indicated in the quotation must remain fixed for the period of the project.

17. REPORTING

The service provider may be expected to provide an outcome based report to a delegated official at Wesgro.

18. BRANDING

Where the RFP has made reference to a brand name, an equivalent may be submitted.

19. WESGRO RIGHTS

The following rights are reserved:

- Wesgro reserves the right to appoint more than one (1) service provider.
- Wesgro reserves the right to reject a bid if the bidder has submitted a proposal that is not according to the specifications/terms of reference.
- Wesgro reserves the right to reject a bid if the standard bidding document (s) have not been submitted or not completed in full.
- Wesgro reserves the right to not award the bid if the bid price is not market related.
- Wesgro further reserves the right to engage with the short-listed bidders for price negotiation and a platform inspection where necessary.
- Wesgro reserves the right to invite the shortlisted for a presentation as part of the bid process.
- Wesgro reserves the right to not select the lowest price and/or lowest price only, provided that justifiable objective criteria are applied during the awarding process.

20. BID VALIDITY

Any RFP submitted shall remain valid, irrevocable, and open for written acceptance by Wesgro for a period of 120 days. An RFP submitted shall further be deemed to remain valid after the expiry of the above mentioned 120-day period until formal acceptance by Wesgro, unless Wesgro is notified in writing by the bidder of anything to the contrary (including any further conditions the RFP may introduce). Any further conditions that the bidder may introduce will be considered at the sole discretion of Wesgro.

21. APPEALS

The appeal period will be open for a period of 14 calendar days subsequent to the awarding of the tender to the successful bidder.

22. CLARIFICATION

Any clarification required by a bidder regarding the meaning or interpretation of the RFP or any other aspect concerning the request for proposal, are to be requested in writing by email from scm@wesgro.co.za. The request for proposal number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

To ensure transparency and for record purposes, all correspondence between Wesgro's Supply Chain Management (SCM) officials and bidders, will only be done via the official Wesgro SCM email address: scm@wesgro.co.za.

Bidders are reminded that Wesgro SCM officials will never contact bidders telephonically or by other method other than through the official SCM email address listed above.

During the evaluation of the bids, additional information may be requested in writing from bidders, for clarity. Replies to such requests must be submitted, within the prescribed timeframe as determined by Wesgro. Failure to comply, may lead to your bid being disregarded.

23. PROCESS AND DOCUMENTARY REQUIREMENTS

Local suppliers:

- Proof of registration on the Central Supplier Database (CSD)- full report.
- WCBD forms (WCBD1, WCBD4 and WCBD6.1)
- BBB-EE certification
- Bank confirmation letter not older than three (3) months.

Foreign suppliers:

- WCBD forms (WCBD1, WCBD4 and WCBD6.1)
- Bank confirmation letter not older than three (3) months.

24. PAYMENT TERMS

Wesgro payment terms are 30 days on receipt of invoice, and is aligned to the National Treasury General Conditions of Contract (GCC).

25. SUBMISSION OF PROPOSALS

Service Providers must submit their tender response by physical submission only to the following address:
Ground Floor, Media24 Building, 40 Heerengracht Street, Cape Town.n.

**The TENDER box situated at:
Ground Floor, Media24 Building, 40 Heerengracht Street, Cape Town.**

Tenders can be delivered and deposited into the tender box between 08:30 and 16:00, Mondays to Fridays prior to the closing date, and between 08:30 and 11:00 on the closing date. Bidders should ensure that they allow sufficient time for traffic, flights (if flying to Cape Town from another city/country), access to the building etc, as Wesgro will not be held responsible for any delays because of these.

Please do not leave bid submissions at the security desk or at the reception or with any individual, as these submissions will be disregarded and not accepted.

ALL bid submissions must be deposited into the tender box.

Any bid submissions provided to Wesgro that is not submitted in the tender box will be disregarded.

PROVINCIAL GOVERNMENT WESTERN CAPE- WCBD4 FORM

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).

3. **Definitions**

“bid” means a bidder’s response to an institution’s invitation to participate in a procurement process which may include a bid, price quotation or proposal;

“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;

“business interest” means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“Consortium or Joint Venture” 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;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly-

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-

(aa) illegal, dishonest, unauthorised, incomplete, or biased; or

(bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;

(ii) that amounts to-

(aa) the abuse of a position of authority;

(bb) a breach of trust; or

(cc) the violation of a legal duty or a set of rules;

(iii) designed to achieve an unjustified result; or

(iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything, of the, is guilty of the offence of corruption

“CSD” means the Central Supplier Database maintained by National Treasury;

“employee”, in relation to –

(a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and

(b) a public entity, means a person employed by the public entity;

“entity” means any -

(a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or

(b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person's -

(a) spouse; or

(b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

“**RWOEE**” means -

Remunerative Work Outside of the Employee's Employment

“**spouse**” means a person's -

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
5. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, 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 Institution
6. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
7. 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). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
8. 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 authorises 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.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT	
C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?				NO	YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?				NO	YES
<i>(To access this Register enter the National Treasury's webplatform, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)</i>						
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?			NO	YES	N/A
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?				NO	YES
C7.	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?				NO	YES

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I understand the content of the document;
- iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be 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 the Institution.
- iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:
- 2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

.....

Business Address:

.....

WCBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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 (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“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;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and **“tender”** is the act of bidding /tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** 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;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

- 1.10 **“EME”** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **“Large Enterprise”** is any enterprise with an annual total revenue above R50 million;
- 1.13 **“non-firm prices”** means all prices other than “firm” prices;
- 1.14 **“person”** includes a juristic person;
- 1.15 **“price” means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;
- 1.16 **proof of B-BBEE status level contributor” means-**
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 1.22 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **“the Regulations”** means the Preferential Procurement Regulations, 2022;

- 1.24 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette on 11 October 2013*;
- 1.25 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 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).
- 2.2 Preference point system for this bid:
- (a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
 - (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 2.4 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

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The organ of state 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 organ of state.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.

- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20

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

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

5.1 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \qquad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

or

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of WCG interim strategy, 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

6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission

6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

8.1 B-BBEE Status Level of Contribution..... = *(maximum of 20 points)*

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? **YES/NO** *(delete which is not applicable)*

9.1.1 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? **YES/NO** *(delete which is not applicable)*

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub- contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 TYPE OF COMPANY/ FIRM

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

[SELECT APPLICABLE ONE]

10.5 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-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) 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; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

.....

DATE:

.....

ADDRESS:

.....

.....



WITNESSES:

1.
2.



CONTRACT FORM - PURCHASE OF GOODS/WORKS/SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works /services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017; [WCBD 6.1]
 - Declaration of Interest; Declaration of bidder's past SCM practices and Certificate of Independent Bid Determination [WCBD 4]
 - Special Conditions of Contract;
 - (ii) *General Conditions of Contract; and*
 - (iii) *Other (specify)*
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.



4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:



WCBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works/services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE



GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES

The purpose of this document is to:

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

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

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



TABLE OF CLAUSES

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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 anything 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 platform” means delivered and unloaded in the specified store or depot or on the specified platform 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 platform,” 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 ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.



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

2. Application

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

3 General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser



shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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 supplier's 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-platform 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-platform, 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 fulfilment 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 contract 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 cancelling 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 webplatform.

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 wilful 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

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 (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

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.

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