Main Street
Creighton, 3263
P.O Box 62
Creighton 3263
Phone: +27 39 833 1038
Fax: +27 39 833 1179
Email: mailbox@ndz.gov.za
www.ndz.gov.za

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY

ADVERT

PROVISION OF OFFSITE BACKUP FOR A PERIOD OF 3 YEARS

BID NO: CORP-B026/26/27

Name of bidder	
Telephone/Cellphone No.:	
Fax No:	
Address:	
Tender sum in Rands:	
Tender sum in words:	

TABLE OF CONTENT

1. INVITATION TO TENDER
2. SPECIFICATION
3. PRICING SCHEDULE
4. EVALUATION CRITERIA
5. FORMS TO BE COMPLETED
6. CERTIFICATE OF ATTENDANCE AT BRIEFING MEETING
7. DECLARATION OF INTEREST - MBD 4
8. PREFERENTIAL POINTS CLAIM FORM IN TERMS OF PREFERENTIAL PROCUREMENT REGULATIONS 2001 - MBD 6.1
9. DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTISES - MBD 8
10. CERTIFICATE OF INDEPENDENT BID DETERMINATION- MBD 9
11. FORM OF OFFER
12. GCC

ADVERT
PROVISION OF OFFSITE BACKUP FOR A PERIOD OF 3 YEARS
BID NO: CORP-B026/26/27

REQUEST FOR QUOTATIONS: MUNICIPALITY

Dr Nkosazana Dlamini Zuma Municipality is requesting bid from suitably qualified and experienced service providers to Provide Offsite Back for a period of 3 years

This bid will be evaluated in terms of the 80/20 Preferential Procurement Point system, and the points will be allocated as follows. **80 – Price, 20 –SPECIFIC GOALS.**

Specific Goals:

	POINTS	SUPPORTING DOCUMENTS
PRICE	80	
SPECIFIC GOALS	(20)	
Company operating within the Jurisdiction Dr NDZ LM	10	CIPC Document reflecting NDZ company physical Address
Company operating within the jurisdiction of Harry Gwala District Municipality	5	CIPC Document reflecting Harry Gwala District Municipality company physical Address
Company operating within the jurisdiction of KwaZulu-Natal Province	2	CIPC Document reflecting KwaZulu-Natal Province company physical
		Address

Company operating outside of KwaZulu Natal Province	0	CIPC Document reflecting outside KwaZulu-Natal Province company physical
Company 100% owned by black South African	2.5	Summary of CSD reflecting Race
Company 60% owned by black South African women	2.5	1.Summary of CSD reflecting 60% company owned by black (Women) Gender
Company 100% owned by black South African youth	2.5	1.Summary of CSD reflecting 100% company owned by black (youth) Gender
Company 60% owned by South African with disability	2.5	2.Summary of CSD reflecting 60% owned by a black South African with (Disability), a proof of medical certificate
Total points for Price and SPECIFIC GOALS	**100**	

COMPULSORY BRIEFING OR DOCUMENTS AVAILABILITY

1. Bid Documents will be made available as indicated in the above table at Creighton Offices; the cost of bid document will be **R476-00 per document** which is non-**refundable**.

BID NAME	BID NO.	EVALUATION CRITERIA	CIDB GRADING	COMPULSORY BRIEFING	ABILITY AND CAPABILITY CRITERIA TO QUALIFY	PRE-ORDER DOCUMENTS DATE	CLOSING DATE
PROVISION OF OFFSITE BACKUP FOR A PERIOD OF 36 MONTHS	CORP-B026/26/27	COMPULSORY DOCUMENTS ABILITY & CAPABILITY AND 80/20 PRICE AND SPECIFIC GOALS	N/A	11TH NOVEMBER 2026 @ 10H00 COMPULSORY BRIEFING	80%	FROM 23 OCTOBER 2026 TO 29 OCTOBER 2026 BY 15H00	25 NOVEMBER 2026 @ 12H00

An Electronic copy is available on our website (www.ndz.gov.za) and etender https://www.etenders.gov.za/ for **FREE**. Venue will be at Dr Nkosazana Dlamini Zuma Local Municipality office in Creighton.

N.B All Bidders who require printed documents from the municipality must pre-order them as specified on the table below. (Proof of payment must be emailed to dlaminip@ndz.gov.za before the cut-off-date and time)

Dr Nkosazana Dlamini Zuma Local Municipality Banking details:
Bank name: First National Bank
Account no: 62026224999
Reference no: Please use company name and contract number of the project
Brach code: 250655

NB: All SUPPLIERS are expected to join the meeting by 10:00am, NO SUPPLIER Will be allowed to join the meeting after 10:15am.

NB: Please be advised that only attendance register will be signed during the 1st session of briefing and Documents will be signed on site.

N.B: All bidders must have printed copies on the briefing date before the briefing session commence.

2. **THE FOLLOWING ARE MANDATORY**
   - Valid tax clearance certificate or Tax Compliance Status PIN

- Submit proof that the bidders and its directors do not owe municipal services.
- Copy of a certificate of Company Registration with the Registrar of Companies and CC's (CK).
- Specific Goals supporting documents
- Certified copies of ID's.
- Form of offer
- MDB 1, 4, 6.1, 8 and 9 fully completed
- Registration with CSD
- Similar work – Letter of reference

3. BID ENQUIRIES

N.B: All enquiries must be in writing and be directed to the following emails:
holiwen@ndz.gov.za – SCM Manager (SCM related enquiries)
spenganem@ndz.gov.za– Project Manager (Technical Enquiries)
sondezij@ndz.gov.za - CFO (Technical Enquiries)

Dr Nkosazana Dlamini Zuma Municipality Tel No: (039) 833 1038
P O Box 62 Fax No.: (039) 833 1179
Creighton
3263

4. CLOSING DATE

The closing date for the bid is as indicated on the table above. Bids must be enclosed in **SEALED ENVELOPES** and addressed to the Municipal Manager, Dr Nkosazana Dlamini Zuma Municipality with the following information clearly marked on the outside of each envelope.
Bids must be deposited in the Bid box at the offices of Dr Nkosazana Dlamini Zuma Municipality in Creighton before the closing date and time. Late tenders will **NOT** be considered.

NB: The offers must remain valid for 90 days from the closing date for submission of bids.

Dr Nkosazana Dlamini Zuma Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of the Bid.

Dr. N.C. Vezi
MUNICIPAL MANAGER

MBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	CORP-B026/26/27	CLOSING DATE:	25 November 2026	CLOSING TIME:	12:00
DESCRIPTION	**PROVISION OF OFFSITE BACKUP FOR A PERIOD OF 3 YEARS**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT *(STREET ADDRESS*

Main Street
Creighton
3263

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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
[redacted]	[redacted]		[redacted]	[redacted]	
[redacted]					

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	Yes No	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	Yes No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	CORP	CONTACT PERSON	Mr M Spengane
CONTACT PERSON	Miss N. Holiwe	TELEPHONE NUMBER	(039) 833 1038
TELEPHONE NUMBER	039 833 1039	FACSIMILE NUMBER	
FACSIMILE NUMBER	086 583 235	E-MAIL ADDRESS	spenganem@ndz.gov.za
E-MAIL ADDRESS	holiwen@ndz.gov.za		

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 ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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 THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ 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 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

TERMS OF REFERENCE

PROVISION OF OFFSITE BACKUP SERVICES FOR DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY

1. PURPOSE

The purpose of this Terms of Reference (ToR) is to appoint a suitably qualified and experienced service provide to provide **secure offsite backup services** to Dr Nkosazana Dlamini Zuma Municipality for a period of **three (3 years.**

The appointed service provider will be responsible for providing secure offsite storage of the Municipality's critical data, performing and monitoring daily backups, ensuring the integrity and availability of backup data, providing monthly backup reports, supporting disaster recovery testing, and assisting the Municipality with da restoration when required.

The offsite backup facility must be geographically separated from the Municipality's primary ICT environment and must be located **at least 100 kilometres from the Municipality's primary site** to reduce the risk of the same disaster, incident, or other event affecting both the primary and backup environments.

2. BACKGROUND

Dr Nkosazana Dlamini Zuma Municipality relies on various ICT systems, applications, databases, servers, anc electronic information to support its municipal operations and service delivery.

The availability, integrity, confidentiality, and recoverability of this information are critical to the continued operation of the Municipality. Events such as ransomware attacks, cyber incidents, hardware failure, acciden deletion, system corruption, fire, natural disasters, or other unforeseen incidents may result in the loss or unavailability of critical information.

The Municipality therefore requires a reliable offsite backup solution that provides an additional layer of protection against data loss and supports the Municipality's Business Continuity and Disaster Recovery requirements.

The Municipality requires a service provider that can ensure that backups are performed daily, monitored continuously, and securely stored at an offsite facility. The service provider must also provide the necessary technical assistance to restore information when required.

The Municipality intends to conduct **Disaster Recovery (DR) tests twice per financial year** to verify the availability, completeness, and integrity of the backup data and to assess the effectiveness of the recovery process.

3. SCOPE OF WORK

The appointed service provider shall provide a fully managed offsite backup service for a period of **three (3) years.**

The scope of work shall include, but not be limited to, the following:

3.1 Offsite Backup Facility

The service provider shall:

- Provide secure offsite backup infrastructure for the Municipality's data.
- Ensure that the primary backup facility is located **at least 100 kilometres from the Municipality's primary site**.
- Provide sufficient storage capacity to accommodate the Municipality's backup requirements for the duration of the contract.
- Ensure that the backup infrastructure is appropriately secured against physical and environmental threats.
- Ensure that the backup environment has appropriate redundancy and availability controls.
- Provide details of the proposed backup facility, including its general location, security measures, availability, and infrastructure.

3.2 Daily Backups

The service provider shall:

- Ensure that backups are performed **daily**.
- Configure automated backup schedules in consultation with the Municipality's ICT Unit.
- Monitor backup jobs to ensure that they complete successfully.
- Ensure that critical systems and data identified by the Municipality are included in the backup schedul
- Ensure that backup jobs are automatically retried where appropriate.
- Investigate failed backup jobs and take corrective action.

3.3 Backup Monitoring and Troubleshooting

The service provider shall actively monitor backup operations and:

- Identify failed, incomplete, or corrupted backup jobs.
- Investigate the cause of backup failures.
- Troubleshoot backup failures.
- Rerun failed backup jobs where necessary.
- Confirm successful completion following corrective action.
- Escalate recurring or unresolved backup failures to the Municipality's ICT Unit.
- Maintain records of backup failures and corrective actions taken.

3.4 Data Encryption and Security

The service provider shall ensure that:

- Backup data is encrypted during transmission from the Municipality to the offsite facility.
- Backup data remains encrypted while stored at the offsite facility.
- Appropriate encryption technologies and security controls are implemented.
- Access to backup data is restricted to authorised personnel.
- Administrative access is controlled and logged.
- Backup credentials and encryption keys are appropriately protected.
- The service provider complies with applicable information security and data protection requirements.

3.5 Data Integrity and Verification

The service provider shall implement appropriate mechanisms to ensure that backup data is usable and has not been corrupted.

This shall include:

- Backup integrity verification.
- Monitoring of backup completion status.
- Verification of backup consistency where technically supported.
- Identification of corrupted or incomplete backups.
- Corrective action where backup integrity issues are identified.

3.6 Recovery Point Objective (RPO)

The service provider shall support an RPO of **not more than 24 hours** for the agreed backup data.

This means that, under normal operating conditions, the Municipality should not lose more than approximatel 24 hours of data following a disaster or other event requiring restoration.

The bidder must clearly state the proposed RPO and any conditions or limitations applicable to achieving it.

3.7 Recovery Time Objective (RTO)

The service provider shall support an RTO of **not more than 24 hours**, where reasonably achievable based on the nature and volume of the data being restored.

The bidder must clearly specify the proposed RTO and restoration methodology, including any assumptions o dependencies that may affect restoration time.

For critical systems, the Municipality may agree with the successful service provider on more stringent recove requirements following implementation.

3.8 Disaster Recovery Testing

The Municipality will conduct **two (2) Disaster Recovery tests per year**.

The service provider shall:

- Participate in the Municipality's scheduled DR tests.
- Provide technical assistance during the tests.
- Assist with the restoration of selected systems/data.
- Verify the integrity and completeness of restored information.
- Record test results.
- Identify challenges or failures experienced during the test.
- Provide recommendations for improving the backup and recovery process.
- Provide a DR test report or supporting technical report where required.

3.9 Data Restoration and Recovery Support

The service provider shall provide technical assistance to the Municipality when data restoration is required ar shall conduct skills transfer to the internal ICT workforce to enable ICT personnel to understand and perform basic backup monitoring, data restoration, and recovery procedures.

This may include restoration resulting from:

- Cybersecurity incidents.
- Ransomware or malware infections.
- Unauthorised access or infiltration.
- Accidental deletion.
- Hardware failure.
- Database or application failure.
- Data corruption.
- Disaster or major ICT infrastructure failure.

The service provider shall work with the Municipality's ICT Unit to identify the appropriate recovery point and restore the required data.

3.10 Monthly Reporting

The service provider shall submit a **monthly backup report** to the Municipality.

The report must, as a minimum, include:

- Total number of scheduled backup jobs.
- Number of successful backup jobs.
- Number of failed backup jobs.

- Overall backup success rate.
- Details of failed backups.
- Reasons for backup failures.
- Corrective actions taken.
- Confirmation of rerun/recovery of failed backups.
- Backup storage utilisation.
- Available storage capacity.
- Data integrity/verification results.
- Significant incidents or risks identified.
- Recommendations where applicable.

The service provider must immediately notify the Municipality's ICT Unit of critical or recurring backup failures and must not wait for the monthly report to raise a serious backup failure.

3.11 Capacity Management

The service provider shall monitor backup storage capacity and provide sufficient capacity for the Municipality requirements.

The service provider shall:

- Monitor storage utilisation.
- Provide early warnings where available capacity is becoming insufficient.
- Recommend capacity expansion where necessary.
- Ensure that capacity constraints do not result in the failure of scheduled backups.

3.12 Support and Incident Management

The service provider shall provide technical support for the duration of the contract.

Support shall include:

- Backup failures.
- Backup infrastructure issues.
- Restoration requests.
- Data integrity issues.
- DR testing.
- Storage capacity issues.
- Security-related backup incidents.

The service provider shall provide escalation procedures and contact details for technical support.

4. SERVICE PROVIDER REQUIREMENTS

The service provider must demonstrate that it has the technical capability, infrastructure, experience, and resources required to provide a reliable managed offsite backup service.

The service provider shall:

4.1 Experience

- Demonstrate experience in providing managed backup and disaster recovery services.
- Provide details of similar projects/services provided to organisations of comparable size and complexit
- Provide at least three (3) relevant client references for similar services.

4.2 Technical Capability

The service provider must have:

- Appropriate backup infrastructure.
- Sufficient storage capacity.
- Secure offsite facilities.
- Backup monitoring capabilities.
- Data restoration capabilities.
- Technical personnel capable of troubleshooting backup failures.
- Disaster recovery and restoration expertise.

4.3 Security

The service provider must demonstrate appropriate security controls, including:

- Encryption of data in transit and at rest.
- Access controls.
- Authentication mechanisms.
- Physical security of the backup facility.
- Monitoring and logging of administrative access.
- Protection against unauthorised access to Municipality data.

4.4 Offsite Location

The bidder must provide evidence of the proposed backup facility's general location and confirm that it is **at least 100 kilometres from the Municipality's primary site.**

The bidder must also provide sufficient information for the Municipality to verify the geographical separation and suitability of the proposed facility.

4.5 Compliance and Confidentiality

The service provider shall:

- Comply with all applicable South African legislation and regulatory requirements.
- Maintain confidentiality of all Municipality information.
- Ensure that Municipality data is not accessed, disclosed, copied, or used for any purpose other than providing the contracted services.
- Ensure that its employees, subcontractors, and third parties with access to Municipality information ar bound by appropriate confidentiality obligations.
- Comply with applicable data protection requirements, including POPIA where applicable.

4.6 Service Continuity

The service provider must have its own business continuity and disaster recovery arrangements to ensure that the Municipality's backup service remains available in the event of an incident affecting the service provider.

The bidder shall provide details of:

- Its own backup arrangements.
- Redundancy measures.
- Disaster recovery arrangements.
- Service availability commitments.
- Incident escalation procedures.

4.7 Reporting

The service provider must have the capability to provide accurate and verifiable monthly reports showing backup performance and data integrity.

4.8 Restoration Capability

The service provider must demonstrate the ability to restore Municipality data within the agreed RTO and from an appropriate recovery point within the agreed RPO.

The bidder must clearly indicate any technical, network, bandwidth, data-volume, or infrastructure dependencies that may affect the achievement of the proposed RPO and RTO.

4.9 Contract Period

The required service shall be provided for a period of **three (3) years** from the commencement date specified i the contract or official appointment documentation.

MR SJ SONDEZI
SENIOR MANAGER CORP

Dr.N.C VEZI
MUNICIPAL MANAGER

CERTIFICATE OF ACKNOWLEDGEMENT

This is to certify that I _____

Representing_____

In the company of a representative of Dr Nkosazana Dlamini Zuma Municipality I carefully examined the document and have made myself familiar with all the requirements.
I further certify that I am satisfied with all the description for appointment of **the Provision of Offsite Backup for a period of 3 years** to Dr. Nkosazana Dlamini-Zuma Municipality by the said representative.

_____

BIDDERS SIGNATURE

_____

REPRESENTATIVE OF THE MUNICIPALITY

OFFICIAL DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY STAMP

FORM A: RELEVANT EXPERIENCE

The Bidder shall enter in the spaces provided below a list of relevant experience with similar projects.

NB: Failure to provide the necessary information will compromise the proposal.

Employer (Name, Tel. No. or Fax No.)	Details of Project	Value of Work (fees)	Year
Client:…… Person:…… Tel.:…… Fax:……			
Client:…… Person:…… Tel.:…… Fax:……			
Client:…… Person:…… Tel.:…… Fax:……			
Client:…… Person:…… Tel.:…… Fax:……			

PROVISION OF OFFSITE BACKUP FOR A PERIOD OF 3 YEARS

EVALUATION CRETERIA

ABILITY AND CAPABILITY

Relevant experience	: 40 Points
Key Personnel	: 20 Points
Datacenter Partnership letter or Ownership letter	:10 Point
Proven expertise in Information Security	:10 Point
Microsoft Infrastructure management	:10 Point
Understanding of IT Service Management principles	:10 Point
Total points	**: 100 Points**

NB: A qualifying threshold of 80% is required to proceed to price evaluation

For functionality, the following criteria will be applicable, and the maximum value of each criterion is indicated as below:

KEY ASPECTS OF CRITERION	BASIS FOR POINTS ALLOCATION	MAX POINTS	(TRACEABLE) VERIFICATION METHOD
Proven experience in providing managed backup and disaster recovery services for municipalities or other public sector institutions.	Three or more completed projects related to managed backup and disaster recovery services.	40	letters of reference
	Two completed projects related to managed backup and disaster recovery services.	30	letters of reference
	One completed project related to managed backup and disaster recovery services.	20	letter of reference
Team Leader/member Educational Qualifications	Team Leader/member must hold a Degree in ICT or equivalent Qualification	10	Detailed CV and certified qualifications

IT Project Management Certification	Prince 2/ PMP/ PMBOK	10	Certified Prince 2/ PMP/ PMBOK certificate
Datacenter Partnership letter or Ownership letter	Datacenter partnership letter or letter confirming ownership (site visit may be done).	10	Attached datacenter partnership letter or ownership letter.
Proven expertise in Information Security	ISO 27001/ ISO 27032/CISSP certificate	10	Certified ISO 27001/ ISO 27032/CISSP certificate
Microsoft Infrastructure management	Microsoft certifications such as Azure Administrator Associate (AZ-104) or relevant Windows Server certification	10	Certified Microsoft certifications or relevant Windows Server certification.
Understanding of IT Service Management principles.	ITIL 4 Foundation certificate	10	Certified ITIL 4 Foundation certificate.

A bidder that scores less than **80** points out of **100** in respect of 'Functionality' will be regarded as submitting a non-responsive bid and will be disqualified.

Price and Preference

• Price	80 points
• Specific Goals	20 points
• Total	100 points

PROVISION OF OFFSITE BACKUP FOR A PERIOD OF 3 YEARS
CERTIFICATES OF GOOD STANDING

The bidder shall attach to this page the following:

COMPULSORY DOCUMENTS	TICK
a) Proof of registration with CSD- starting with (MAAA)	
b) Joint Venture Agreement (if necessary) N.B Service provider to attach CIPC and CSD document the following MBD forms are compulsory and must be fully completed MBD1,4,8 and 9	
c) Form of offer fully completed	
d) MBD 1,4,8 and 9 must be fully completed	
e) Briefing register must be signed by service provider	
f) Signed certificate of acknowledgement (NDZ stamped and signed by both service provider and municipal official)	
g) Submit proof that the bidder (Company) and its (directors) do not owe municipal services. -Attach updated municipal rates, water or electricity statement not in arrears for more than 90 days Or - Attach a valid lease agreement if the director is leasing offices and residential Property with a confirmation letter from the landlord confirming that the municipal rates and services are in order. Or - Attach exemption letter from the relevant municipality Or - Attach affidavit if the Municipal Account is under your parents or siblings and they are responsible for paying municipal rates (if the address is the same as yours) and attach the copy of the Municipal rates and services for the above mentioned. Or - Attach copy of a marriage certificate or affidavit and municipal account statement for rates and services, if Municipal account is under your spouse.	

NB: Failure to submit the above documents will render your quotation to be disqualified

DOCUMENTS TO BE SUBMITED	TICK
a) Copies of CK Documents / Sole proprietary	
b) Valid Tax clearance certificate (with your pin number print and attach on the document Tax Clearance Certificate)	

d) Certified copies of Identification documents of all members/directors of the entity	
e) N.B: Digital Forms are obtained from our website: www.ndz.gov.za under SCM section must be fully completed.	
f) MBD 6.1 must be fully completed	
g) Specific Goals supporting documents:	

Company operating within the Jurisdiction Dr NDZ LM	CIPC Document reflecting NDZ company physical Address
Company operating within the jurisdiction of Harry Gwala District Municipality	CIPC Document reflecting Harry Gwala District Municipality company physical Address
Company operating within the jurisdiction of KwaZulu-Natal Province	CIPC Document reflecting KwaZulu-Natal Province company physical Address
Company operating outside of KwaZulu Natal Province	CIPC Document reflecting outside of KwaZulu Natal Province company physical Address
Company 100% owned by black South African	Summary of CSD reflecting Race
Company 60% owned by black South African women	1.Summary of CSD reflecting 60% company owned by black (Women) Gender

Company 100% owned by black South African youth	1.Summary of CSD reflecting 100% company owned by black (youth) Gender	
Company 60% owned by South African with disability	2.Summary of CSD reflecting 60% owned by a black South African with (Disability), a proof of medical certificate	

INDIVIDUAL SHAREHOLDERS TAX NUMBERS

NAME OF SHAREHOLDER	TAX NUMBER

PROVISION OF OFFSITE BACKUP FOR A PERIOD OF 3 YEARS

MBD 3

PRICING SCHEDULE

Bidders must complete all applicable fields. Prices must be stated in South African rand and must exclude VAT. Rates must include all costs required to provide the service, unless a cost is clearly identified as usage based.

A. Once-off implementation and migration costs

Description	Qty	Unit Price	VAT	Total
Once off implementation configuration and initial data migration.	1	R	R	R
Migration of all approved virtual workloads	1	R	R	R

B. Recurring managed service costs

Year 1

Description	Period	Monthly Price	VAT	12-Month Total (year 1)
Offsite backup hosting monthly rate (10TB)	12 months	R	R	R
Backup software licensing / subscription or approved equivalent	12 months	R	R	R
Technical support and maintenance allocation per hour for Server Engineer (backup Monitoring, testing and reporting)	12 months	R	R	R
Project Management rate per hour	12 Months	R	R	R
Additional storage for future needs	Rate per 1 GB per month	R	R	R

Description	Period	Monthly Price	VAT	12-Month Total (year 1)
Sub Total				
Vat@15%				
Total				

NB: Please indicate below percentage increase for upcoming 2 years, and it must not exceed CPI

	Year 2	**Year 3**
Percent		

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder[2]):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number.....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders' members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?..... **YES / NO**

3.8.1 If yes, furnish particulars.....

.....

[1]MSCM Regulations: "in the service of the state" means to be –

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

[2] Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? .....**YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?.....**YES / NO**

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? ..... **YES / NO**

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? ..... **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.....**YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

....
Signature **Date**

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

MBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	Supporting documents
PRICE	80	
SPECIFIC GOALS	(20)	
Company operating within the Jurisdiction Dr NDZ LM	10	CIPC Document reflecting NDZ company physical Address

Company operating within the jurisdiction of Harry Gwala District Municipality	5	CIPC Document reflecting Harry Gwala District Municipality company physical Address
Company operating within the jurisdiction of KwaZulu-Natal Province	2	CIPC Document reflecting KwaZulu-Natal Province company physical
Company operating outside of KwaZulu Natal Province	0	
Company 100% owned by black South African	2.5	Summary of CSD reflecting Race
Company 60% owned by black South African women	2.5	Summary of CSD reflecting 60% company owned by black (Women) Gender
Company 100% owned by black South African youth	2.5	Summary of CSD reflecting 100% company owned by black (youth
Company 50% owned by South African with disability	2.5	Summary of CSD reflecting 50% owned by a black South African with (Disability), a proof of medical certificate
Total points for Price and SPECIFIC GOALS	**100**	

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean

that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Company operating within the Jurisdiction Dr NDZ LM	10	
Company operating within the jurisdiction of Harry Gwala District Municipality	5	
Company operating within the jurisdiction of KwaZulu-Natal Province	2	
Company operating outside of KwaZulu Natal Province	0	
Company 100% owned by black South African	2.5	
Company 60% owned by black South African women	2.5	
Company 100% owned by black South African youth	2.5	
Company 60% owned by South African with disability	2.5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company

Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....

.....

.....

.....

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all quotations invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **(To access this Register enter the National Treasury's website, 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) 3265445).**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect: I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. How-ever communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;

(b) geographical area where product or service will be rendered (market allocation);

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

AGREEMENTS AND CONTRACT DATA

Form of Offer and Acceptance

A: Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract for the procurement of:

BID NO: BTO-B026/26/27- PROVISION OF OFFSITE BACKUP FOR A PERIOD OF 3 YEARS

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this apart of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) IS

.....

.....

.....Rand (in words);

R..... (in figures),

This offer may be accepted by the employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature: .....

Name: *(in capitals)*.....

Capacity of Signatory: .....

Name of Tenderer *(organisation):*.....

Address: .....

.....

Tel:..... Fax: .....

Witness:

Signature:.....Name: .....

Date: .....

Failure to complete and sign this form will invalid your bid

B: Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement, between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in

- Pricing data

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, ***this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document***, including the schedule of deviations (if any). Unless the tenderer within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature: .....

Name: *(in capitals)* .....

Capacity: .....

Name of Employer *(organization)*: .....

Address: .....

.....

.....

Witness:

Signature: ..... Name: .....

Date: .....

CONDITIONS OF CONTRACT

Name of Contract:_____

_____

entered into between

Name of Institution

_____

herein represented by _____

in his/her capacity as _____

and

Name of Vendor

_____

Registration Number

_____

herein represented by_____

in his/her capacity as _____

and duly authorized by resolution dated_____

a copy of which is annexed hereto marked _____

TABLE OF CONTENTS

Section A 51
General Conditions of Contract 51
1. Definitions 51
2. Application 53
3. General 54
4. Standards 54
5. Use of Contract Document and Information; Inspection 54
6. Patent Rights 55
7. Performance Security 55
8. Inspection, Tests and Analysis 56
9. Packaging 57
10. Delivery and Documents 57
11. Insurance 57
12. Transportation 58
13. Incidental Services 58
14. Spare Parts 58
15. Warranty 59
16. Payment 60
17. Prices 60
18. Contract Amendments 60
19. Assignment 61
20. Subcontractors 61
21. Delay in Vendor's Performance 61
22. Penalties 62
23. Termination for Default 62
24. Anti-Dumping and Countervailing Duties and Rights 64
25. Force Majeure 64
26. Termination on Insolvency 65
27. Settlement of Disputes 65
28. Limitation of Liability 66
29. Governing Language 66
30. Applicable Law 67
31. Notices 67
32. Taxes and Duties 67
33. National Industrial Participation Programme 67
34. Prohibition of Restrictive Practices 68

Section A

General Conditions of Contract

1. Definitions

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 quotations.

1.2 **"Contract"** means the written agreement entered into between the Purchaser and the Vendor, 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 Vendor 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 with 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 consignee's store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Vendor 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 markets 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 Vendor and not involving the Vendor'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 Vendor 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 Vendor 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/works or the rendering of a service.

1.20 **"Project site"** where applicable, means the place indicated in bidding documents.

1.21 **"Purchaser"** means the Institution purchasing the goods/works and/or service.

1.22 **"Republic"** means the Republic of South Africa.

1.23 **"SCC"** means the Special Conditions of Contract.

1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Vendor 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 quotations, contracts and orders including quotations 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 Vendors, 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/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of Contract Document and Information; Inspection

5.1 The Vendor 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 Vendor 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 Vendor 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 Vendor's performance under the contract if so required by the Purchaser.

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

5.5 The Vendor 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.

6. Patent Rights

6.1 The Vendor 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 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Vendor's failure to complete his obligations under the contract.

7.2 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.

7.3 The performance security will be discharged by the Purchaser and returned to the Vendor not later than thirty (30) days following the date of completion of the Vendor's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspection, Tests and Analysis

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 Institution or an organization acting on behalf of the Institution.

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 Vendor.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the Vendor 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 Vendor's cost and risk. Should the Vendor fail to provide the substitute supplies forthwith, the Purchaser may, without giving the Vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the Vendor.

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. Packaging

9.1 The Vendor 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 Vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the Vendor are specified in SCC.

10.2 Documents to be submitted by the Vendor 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 Vendor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Vendor of any warranty obligations under this contract;

e) training of the Purchaser's personnel, at the Vendor's plant; and /or

f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the Vendor 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 Vendor for similar services.

14. Spare Parts

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

a) such spare parts as the Purchaser may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor 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 Vendor 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 Vendor 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 Vendor, 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 Vendor in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Vendor 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 Vendor, 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 Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the Vendor under this contract shall be specified in SCC.

16.2 The Vendor 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 Vendor.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the Vendor for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Vendor in this bid, with an exception of any price adjustments authorized in SCC or 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 Vendor shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

20. Subcontractors

20.1 The Vendor 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 Vendor from any liability or obligation under the contract.

21. Delay in Vendor's Performance

21.1 Delivery of the goods/works and/or performance of services shall be made by the Vendor 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 Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the Vendor 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 Vendor's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Vendor'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 essential services executed if an emergency arises, the Vendor's point of supply is not situated at or near the place the supplies are required or the Vendor's supplies or goods are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor 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 Vendor'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 Vendor.

22. Penalties

22.1 Subject to GCC Clause 25, if the Vendor fails to deliver any or all of the goods/works and/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/works and/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 Vendor, may terminate this contract in whole or in part:

a) if the Vendor 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 Vendor fails to perform any other obligation(s) under the contract; or

c) if the Vendor, 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 and/or services similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar goods/works and/or services. However, the Vendor 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 Vendor by prohibiting such Vendor 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 Vendor or any person associated with the Vendor, the Vendor 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 Vendor 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 Vendor.

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 Vendor 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 Vendors or persons prohibited from doing business with the public sector.

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

24. Anti-Dumping and Countervailing Duties and Rights

24.1 When, after the date of bid, provisional payments are required, or antidumping 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 vendor 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 as a result of an event of Force Majeure.

25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor 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 on Insolvency

26.1 The Purchaser may at any time terminate the contract by giving written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, 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 Vendor 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 Vendor 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 Vendor any monies due the Vendor.

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 Vendor 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 Vendor to pay penalties and/or damages to the Purchaser; and

b) the aggregate liability of the Vendor 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 Vendor concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

32.1 A foreign Vendor 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 Vendor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme

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

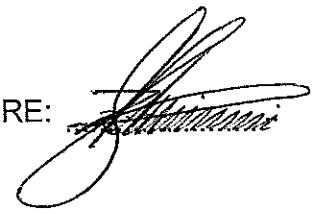
34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) 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.

This is to certify that I have read and checked this document, and it is in line with National and Provincial Treasury Requirements/Regulations.

Prepared by:

CHAIRPERSON OF BSC: ..... SIGNATURE: 

DATE: .....

MANAGER SUPPLY CHAIN MANAGEMENT: ..... SIGNATURE: .....

DATE:.....