

NOTIFICATION OF TENDER ADVERT

Bid Number: SASSA: 30-21-ICT-HO

Bid Description: The South African Social Security Agency hereby invites proposals from potential service providers for the supply of facial recognition, fingerprint matching and webcams

Name of Institution: South African Social Security Agency

Place where goods, works or services are required:

SASSA Head Office, 501 Prodinsa Building, Cnr Steve Biko (Beatrix) and Pretorius streets, Arcadia, Pretoria

Date Published: 22 September 2021

Closing Date / Time: 13 October 2021 @11:00

Enquiries:

Contact Person:MrRamasekiwa Tshokwe Email:ramasekiwat@sassa.gov.za Telephone number: 012 400 2413

FAX Number: N/A

Where bid documents can be obtained:

Website:https://etenders.treasury.gov.za/https://sassa.gov.za

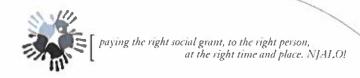
Physical Address: Where bids should be delivered:

Physical Address:SASSA Head Office, 501 Prodinsa Building, Cnr Steve Biko (Beatrix) and Pretorius streets, Arcadia, Pretoria

Briefing Session

A compulsory on site briefing session will be held on:

Date:N/A Time:N/A Venue: N/A



PART A INVITATION TO BID

	1 <u>ED TO BID FOR</u> 1:30/21/ICT/HO	CLOSING DATE: 13/10/		PARIMENI/PUBL	_		1:00	
THE SOUTH AFRICAN SOCIAL SECURITY AGENCY HEREBY INVITES PROPOSALS FROM								
POTENTIAL SERVICE PROVIDERS FOR THE SUPPLY OF FACIAL RECOGNITION, FINGERPRINT								
DESCRIPTION MATCHING AND WEBCAMS BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)								
SASSA HOUSE .501 PRODINSA BUILDING, CNR STEVE BIKO AND PRETORUIS STREET, ARCADIA, PRETORIA								
				.				
BIDDING PROCEDURE E	NQUIRIES MAY	BE DIRECTED TO	TECHNICAL E	NQUIRIES MAY B	E DIRECT	TED TO:		
CONTACT PERSON	MR Ramasekiw		CONTACT PE				AN DER BERG	
TELEPHONE NUMBER	012 400 2413		TELEPHONE I	NUMBER		012 400 2538	}	
FACSIMILE NUMBER	N/A		FACSIMILE NU	JMBER		N/A		
E-MAIL ADDRESS	ramasekiwat@	sassa.gov.za	E-MAIL ADDR			johnv@sass	a.gov.za	
SUPPLIER INFORMATIO	N		72 - 20					
NAME OF BIDDER			1.					
POSTAL ADDRESS								
STREET ADDRESS								
TELEPHONE NUMBER	CODE			NUMBER				
CELLPHONE NUMBER								
FACSIMILE NUMBER	CODE	086		NUMBER				
E-MAIL ADDRESS								
VAT REGISTRATION NUMBER								
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE			CENTRAL SUPPLIER				
COMPLIANCE STATUS	SYSTEM PIN:		OR	DATABASE				
				No:				
B-BBEE STATUS LEVEL VERIFICATION	TICK AP	PLICABLE BOX]	8-BBEE STATI AFFIDAVIT	US LEVEL SWORN	١	[TICK APPLICABLE BOX]		
CERTIFICATE		—					<u> </u>	
	☐ Yes	☐ No				Yes	☐ No	
[A B-BBEE STATUS L				AVIT (FOR EME	S & QSE	s) MUST BE SU	BMITTED IN	
ARE YOU THE	UR PREFEREN	IVE FUNTS FUR B-BL	JEEJ					
ACCREDITED			ARE YOU A FO	OREIGN BASED				
REPRESENTATIVE IN SOUTH AFRICA FOR	□Yes	□No	SUPPLIER FO	R THE GOODS	١٦	Yes	□No	
THE GOODS	Пез	□.I40	ISERVICES IN	ORKS OFFERED	, '			
/SERVICES /WORKS OFFERED?	[IF YES ENCLO	SE PROOF]			l (IF YES, ANSWER	PART B:3]	
QUESTIONNAIRE TO BIE	DING FOREIGN	SUPPLIERS						
IS THE ENTITY A RESIDE	NT OF THE REP	UBLIC OF SOUTH AFRIC	A (RSA)?			☐ YEŞ	Пио	
DOES THE ENTITY HAVE						YES	□NO	
DOES THE ENTITY HAVE	A PERMANENT	ESTABLISHMENT IN THE	E RSA?			YEŞ	_ NO	
DOES THE ENTITY HAVE	ANY SOURCE C	F INCOME IN THE RSA?				☐ YES	□NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.								

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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



SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE:

ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder							
ITEM NO.	QUANTITY DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)					
-	Required by:						
	At:						
-	Brand and model						
	Country of origin						
-	Does offer comply with specification?	*YES/NO					
-	If not to specification, indicate deviation(s)						
ā	Period required for delivery	*Delivery: Firm/not firm					
-	Delivery basis (all delivery costs must be included in the bid price)						

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

*Delete if not applicable



SBD 4

DECLARATION OF INTEREST

- 1. Any legal person, including persons employed by the state1, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
2.1	Full Name of bidder or his or her representative:
2.2	Identity Number:
2.3	Position occupied in the Company (director, trustee, shareholder ² , member)
2.4	Registration number of company, enterprise, close corporation, partnership agreement or trust
2.5	Tax Reference Number:
2.6	VAT Registration Number:
2.6.1	The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.
14Ctotal mann	

- 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);
- any municipality or municipal entity;
- provincial legislature;
- national Assembly or the national Council of provinces; or
- Parliament.

^{2*}Shareholder* means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7	Are you or any person connected with the bidder presently employed by the state?	YES / NO
2.7.1	If so, furnish the following particulars:	
	Name of person / director / trustee / shareholder/ member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution:	
	Any other particulars:	
2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
2.7.2.1	If yes, did you attach proof of such authority to the bid document?	YES / NO
	(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	
2.7.2.2	If no, furnish reasons for non-submission of such proof:	
2.8	Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
2.8.1	If so, furnish particulars:	
2.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO

Identity Number	Personal Income Tax Reference Number	State Employe Number / Persa Number
	re any interest in any other relaterare bidding for this contract? ulars: tors / trustees / members / shall	e directors / trustees / shareholders / members /e any interest in any other related companies are bidding for this contract? ulars: tors / trustees / members / shareholders. Identity Personal Income

4 DECLARATION

I, THE UNDERSIGNED (NAME)		
	ON FURNISHED IN PARAGRAPHS 2 and 3 AE MAY REJECT THE BID OR ACT AGAINST ALSE.	-
Signature	Date	
Position	Name of bidder	
		November 2011



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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the80/20....... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).
- 1.3 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to

preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

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

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

3-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	11	2
Non-compliant contributor	0	0

5.	DECL	ADA"	

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

6.	B-BBEE	STATUS	LEVEL	OF	CONTRIBUTOR	CLAIMED	IN	TERMS	OF
	PARAGR	APHS 1.4 A	AND 4.1						

6.1	points)	•	=	(maximum o	: 10	or 20
	(Points claimed in respect of paragraph reflected in paragraph 4.1 and must be status level of contributor.					

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	NO	

7.1.1 If yes, indicate:

i)	What	percentage	of	the	contract	will	be
	subcontrac	ted		%			
ii)	The	name		of	the		sub-
	contractor.						
iii)			status	level	of	the	sub-
•	contractor.			******			

iv) Whether the sub-contractor is an EME or QSE

(Tick	applic	able	box)
YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in Page 3 of 5

terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned	EME	QSE
by:	√	√ √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8.	DECLARATION WITH REGARD TO COMPANY/FIRM		
8.1	Name company/firm:	•••••	of
8.2	VAT number:	registra	ition
8.3	Company number:	registra	ition
8.4	TYPE OF COMPANY/ FIRM		
	Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company (Pty) Limited [TICK APPLICABLE BOX]		
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES		

8.6	COMPANY CLASSIFICATION		
	Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]		
8.7	Total number of years the company/firm has business:	been	in

- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
 - i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES 1	SIGNATURE(S) OF BIDDERS(S)
2	DATE: ADDRESS



CONTRACT FORM - PURCHASE OF GOODS/WORKS

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		,			•	
1.	(name	of institution)				he attached bidding docum	th the
	My of	ements and specifications for the classification in the classifica	ig upon me and o	pen for acceptance by	the purchaser d	at the price/s ouring the validity period in	quoted dicated
2.	The fo	llowing documents	shall be deemed t	to form and be read and	l construed as p	art of this agreement:	
	(i)	- Pricing		,			
	(ii)	PrefererDeclaraSpecial		terms of the Preferenti ntract;	al Procurement	Regulations 2001	
	(iii)	Other (specify)	······································				
3.	quoted	l cover all the good	s and/or works sp	ecified in the bidding	documents; tha	bid; that the price(s) and t the price(s) and rate(s) co d calculations will be at m	ver al
4.	I accep			execution and fulfilment ble for the due fulfillm		ions and conditions devolv	ing or
5.		are that I have no pa other bid.	articipation in any	y collusive practices w	ith any bidder (or any other person regardi	ng this
6.	I confi	rm that I am duly a	uthorised to sign t	his contract.			
	NAMI	E (PRINT)	******************	•••••			٦
	CAPA	CITY	***************************************	***************************************	WITNE	ESSES	
	SIGNATURE					••••••	
	NAMI	E OF FIRM	*******		2.	•••••	
	DATE				DATE:		
					-		

CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY THE PURCHASER)

1.	accept yo	ur bid under	reference ni	umber	capacity as	dated	for the
2.	An officia	al order indic	ating deliver	y instructions is	forthcoming.	Ÿ	
3.					delivered in accordan nvoice accompanied by		d conditions of the
	ITEM NO.	PRICE INCL)	(VAT	BRAND	DELIVERY PERIOD	POINTS CLAIMED FOR HDI'S	POINTS CLAIMED FOR RDP GOALS
4. SIGN			•	to sign this cont	ract.		
	E (PRINT) ATURE						
OFFI	CIAL STAM	P			WITNESSI 1		
					2 DATE		



SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes	No 🗆
4.1.1	If so, furnish particulars:	- 11	
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes	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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No □

4.3.1	If so, furnish particulars:			
4.4	Was any contract between the bidder and any organ of state five years on account of failure to perform on or comply w		Yes	No
4.4.1	If so, furnish particulars:			
			S	BD 8
CEI FOI I A	CERTIFICATION HE UNDERSIGNED (FULL NAME) RTIFY THAT THE INFORMATION FURNISH RM IS TRUE AND CORRECT. CCEPT THAT, IN ADDITION TO CANCE TION MAY BE TAKEN AGAINST ME SOVE TO BE FALSE.	SHED ON THIS DEC	ONTRA	ACT,
Sign	ature	Date	•••••	
 Posi	tion	Name of Bidder	Js	:365bW



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

i, the undersigned, in submitting the accompanying bid.	
(Bid Number and Descript	ion)
in response to the invitation for the bid made by:	
(Name of Institution)	
do hereby make the following statements that I certify to be	true and complete in every respect:
I certify, on behalf of:	that:
(Name of Bidder)	

1. I have read and I understand the contents of this Certificate;

I the undersigned in submitting the accompanying hid-

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

- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

SBD 9

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

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

Signature	Date
Position	Name of Bidder
	Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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



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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

- supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-dumping and countervailing duties and rights
- 24.1 When, after the date of bid, provisional payments are required, or 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 supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National 33.1 Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

Terms of Reference



SUPPLY OF FACIAL RECOGNITION, FINGERPRINT MATCHING AND WEBCAMS

FOR

THE SOUTH AFRICAN SOCIAL SECURITY AGENCY

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GENERAL INFORMATION

1. STRUCTURE OF THE BID DOCUMENT

1.1 In order to best articulate the requirements of the bid, this document is structured and divided into the following sections:

Section A: Business Overview

Section B: Objective and scope of the bid

Section C: Pricing

Section D: Evaluation of the Bid

Section E: DETAILED SPECIFICATIONS AND REQUIREMENT

2. BID RESPONSE REQUIREMENTS

- All proposals should be well structured, accurate and unambiguous in their response to the requirements stipulated in the bid document. All responses must be prepared as per instructions set out in this bid document
- All sections of the bid are critical to the satisfaction of all the requirements, and must be responded to fully
- Responses to each section of the bid must be prepared using the prescribed corresponding Annexures i.e. as part of the proposal, response to Section B will be prepared using Annexure B. Electronic copies of the response annexures will be made available to bidders after the compulsory briefing session. Failure to respond according to these templates will make the responses impractical to evaluate, and will therefore be disqualified.
- Any further supporting information that cannot be accommodated on the response
 Annexure must be included as an attachment in the response and clearly

referenced both in the response annexure, and on the attachment itself. Failure to cross-reference will result in such attachments not recognized, and eventually not evaluated.

- The bid document has pre-qualification and special condition requirements which bidders will be required to comply with fully, failure to provide evidence of compliance thereto will result in the bid being disqualified.
- An original response must be accompanied by a hard copy (Original and a copy)
 and an electronic soft copy on thumb drive or CD/DVD. All the contents of the copies
 must be in the exact same order as in the hard copy to make it easier to navigate,
 and evaluate the bid response.

3. BID ENQUIRIES

- 3.1 All enquiries, questions and requests for clarification that may arise in relation to this Bid shall be done in writing and addressed to the SASSA SCM contact person listed in the Invitation to Bid
- 3.2 It is important to note that all Queries/Questions need to:
- 3.2.1 Ensure that you add the Bid Ref# in the Subject Line of your e-mail
- 3.2.2 The companies' name, contact and telephone number is clearly stated
- 3.2.3 The queries/questions is clear and concise
- 3.2.4 Where applicable, reference be made to specific points within this Bid document
- 3.2.5 No meetings or telephonic enquiries will be entertained or responded to with regards to this Bid.
- 3.2.6 Submitting of questions on the date of Closure will not result in the extension of the Bid closing date and time

4 BID CONDITIONS

- 4.1 The following are bid conditions which all bidders should take note of:
- 4.1.1 The Agency will contract and also conclude Service Level Agreement(s) with the successful bidder(s).
- 4.1.2 The General Conditions as stipulated in the General Conditions of Contract as issued by National Treasury.
- 4.1.3 The Agency reserves the right to cancel or not to award the bid.
- 4.1.4 The Agency further reserves the right to partially award the bid
- 4.1.5 SASSA reserves the right to negotiate price with the successful bidder.
- 4.1.6 Delivery of goods to be done on or before 6-8 weeks after receiving of the official purchase order

SECTION A - BUSINESS OVERVIEW

5 BUSINESS OVERVIEW

South African Social Security Agency (SASSA) (also referred here-in as the 'Agency') was established in terms of the South African Social Security Agency Act, 2004 (Act No. 9 of 2004) to administer social assistance in terms of Chapter 3 of the Social Assistance Act, 2004 (Act No. 13 of 2004). SASSA is mandated to ensure effective and efficient delivery of service of high quality with regard to the management and administration of social grants such that the entire payment process and system from application to receipt of social grants by a beneficiary, is done in a manner that is sensitive, caring and restores the dignity of the beneficiaries as well the integrity of the whole system

SECTION B - OBJECTIVE AND SCOPE OF THE BID

6 OBJECTIVE AND SCOPE OF THE BID

6.1 The objective of this bid is to source proposals and to successfully contract an able and suitable Service Provider to supply of Neurotechology Facial Recognition Software, Bi-Modal Smartcards, Neurotechnology Fingerprint Matching Solution and webcams as per the Detailed Specification (Section E) below.

SECTION C: PRICING

7 SOLUTION PRICING

- 7.1 The bidding price must be in rand value and inclusive of VAT.
- 7.2 The bidding price must be fixed until the delivery and payment.
- 7.3 The bidding price must be valid for 90 days
- 7.4 The bidding must be in accordance to the specification in Annexure A

SECTION D: EVALUATION OF THE BID

8 BID EVALUATION PRINCIPLES

8.1 The bid proposals shall be evaluated in accordance with the 80/20 principle. The evaluation shall be conducted as follows:

8.1.1 First Stage

- a) Phase 1 : Special conditions
- b) Phase 2 Administrative Compliance

EVALUATION CRITERIA

SPECIAL CONDITIONS

- · Bidders must comply and fully complete Annexure A
- Bidders must comply and fully complete Annexure B
- Bidders proposed specification must match items listed in the
 Detailed Specification (Section E below)
- Bidders to provide Price quotation as per the Detail
 Specification (Section E below).

NB: Failure to comply with the Special Conditions will invalidate your bid.

Administrative Compliance

Bidders must submit the following:

- Tax Compliance Status PIN
- · Proof of company registration with Central Supplier Database
- Submission of Technical Proposal and all SBD forms in response to the requirements outlined in the tender document is compulsory

NB: Failure to comply with the Administrative Compliance may invalidate your bid.

8.1.2 Second Stage - Price and Preference Points.

The proposal shall be evaluated in accordance with 80 /20 principle.

SECOND STAGE: Price and Preference Criteria	Weights
Price	80
BBBEE Status Level of Contribution	20

8.1.3 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below.

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

8.1.4 Bidders must submit B-BBEE status level Verification Certificates from a Verification Agency accredited by the South African Accreditation System (SANAS). Bidders who qualify as EMEs can submit a sworn affidavit signed by the EME representative and attested by a Commissioner of oaths or B-BBEE certificate issued by CIPC. Failure to submit will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

8.1.5 A trust, consortium or joint venture (including unincorporated consortia and joint venture) must submit a consolidated B-BBEE Status Level Verification certificate for this bid.

SECTION E – DETAILED SPECIFICATIONS AND REQUIREMENT

SASSA requires to procure the following:

- Neurotechnology Facial Recognition Software
- Neurotechnology Fingerprint Matching Solution (Hardware & Software) and
- SmartCards (Must be loaded with Neurotechnology Megamatcher Match on Card applets v11.2 for Face and Finger modalities)
- Webcam\Camera

Item	Qty	Comment
Neurotechnology MegaMatcher On Card 11.2 SDK	1	SDK required to license Match on Card components
Neurotechnology VeriLook 12.2 Extended SDK	1	SDK required to license Face capture and matching components
Neurotechnology Face Card Extractor 11.2	120	Creates face templates in proprietary on-card comparison format from face images. The Extractor can generalize a face template from several face images to improve the template's quality.
Alasanta da a Circa da a		Component includes the capabilities of Face Extractor component for face templates creation from facial images. It also provides advanced functionality for gender, age, emotions, face liveness and other attributes detection, checking images for ICAO compliancy, generation of token face images and image formats
Neurotechnology Face Client 12.2	120	support based on biometric standards
Neurotechnology Face Matcher 12.2	4	Licenses for PROD, DR, DEV, QA (120 subjects with Identification)
J3R200P0X3U/0ZA16CP Cards (JCOP4 on SmartMX3, JavaCard version 3.0.x) - Must be loaded with Neurotechnology Megamatcher Match on Card applets v11.2 for Face and Finger modalities	120	
Bio-Sign client (Face)	120	Component required to interface with existing SASSA system
Bio-Sign On Card (Combined)	120	Component required to interface with existing SASSA system
Bio-Sign Card Installation and Initialisation	120	Initialisatiion of cards for with security keys and applets for compatability with existing SASSA system

Hardware (webcom or camera)	Qty	Comment
Any webcam or camera that is accessible using		
DirectShow, Windows Media or Media Foundation	1 1	
interfaces.	120	Cameras for face capture
Photos: Up to 5 megapixels	120	control for face captore
Hi-Speed USB 2.0 certified		
HD video capture: Up to 1280 X 720 pixels		
Built-in mic with noise reduction		
 Universal clip that fits laptops, LCD monitors 		
Pan, tilt, and zoom controls		
 Video and photo capture 		
Face tracking		T .
Motion detection		
Logitech Webcam C310 HD is recommended.		A

Neurotechnology Component/SDK	Qty	Comment
MegaMatcher 12.2 Extended SDK	1	SDK required to license components
MegaMatcher Accelerator 12.2 Extreme (fingerprint engine) license	2	Licenses for PROD (22 million subjects with duplicate check on enrolment & deduplication over 30 days)
MegaMatcher Accelerator 12.2 Extreme (fingerprint engine) license For Disaster Recovery Center (DRC). With 40% discount.	2	Licenses for DR (22 million subjects with duplicate check on enrolment & deduplication over 30 days)
Fingerprint Matcher 12.2	2	License for DEV, QA (1,000 subjects with duplicate check on enrolment & deduplication over 30 minutes)

Hardware	Qty	Comment
MegaMatcher Accelerator 12.2 Extreme server hardware (i.e.		
HPE ProLiant DL360 Gen10) or virtual machine with these	18	
specifications:	4	Servers for PROD, & DR
* 24 processor cores, running at 2.6 GHz or higher frequency.		
- Two Intel Xeon Gold 6126 processors can be used as an example.		
* RAM, depending on the number of the biometric engines:		
- 1024 GB RAM – for single biometric engine or two biometric		
engines;		
* Persistent storage:		
- 2 x 400GB (SSD is recommended for increasing overall system		
performance)		
* High-speed network connection	- 1	
* Any modern Linux distribution can be used as a base operating		
system,		
including Debian, Ubuntu or CentOS.		
* <u>NOTE</u> : MegaMatcher Accelerator software which is distributed as		
Docker containers needs to	3	
be installed on this machine.		
The distribution package includes scripts for automatic		
installation of all		
necessary components.		

ANNEXUXE A – MANDATORY REQUIREMENTS COMPLIANCE CHECKLIST FOR THE SUPPLY OF FACIAL RECOGNITION, FINGERPRINT MATCHING AND **WEBCAMS BID**

Please indicate "Y" in Column D if you comply with Column A & Column B requirements and "N" if you do not meet the requirements. Please indicate for each row of each table below.

Table 1

Column A	Column B	Column C	Column D
	i		Comply to the specification and
Item	Oţ,	Comment	quantity Y/N
Neurotechnology MegaMatcher On Card 11.2 SDK	FF	SDK required to license Match on Card components	
Neurotechnology VeriLook 12.2 Extended SDK	1	SDK required to license Face capture and matching components	
Neurotechnology Face Card Extractor 11.2	120	Creates face templates in proprietary on-card comparison format from face images. The Extractor can generalize a face template from several face images to improve the template's quality.	
Neurotechnology Face Client 12.2	120	Component includes the capabilities of Face Extractor component for face templates creation from facial images. It also provides advanced functionality for gender, age, emotions, face liveness and other attributes detection, checking images for ICAO compliancy, generation of token face images and image formats support based on biometric standards	
Neurotechnology Face Matcher 12.2	4	Licenses for PROD, DR, DEV, QA (120 subjects with Identification)	
J3R200P0X3U/0ZA16CP Cards (JCOP4 on SmartMX3, JavaCard version 3.0.x) - Must be loaded with Neurotechnology Megamatcher Match on Card applets v11.2 for Face and Finger modalities	120		
Bio-Sign client (Face)	120	Component required to interface with existing SASSA system	
Bio-Sign On Card (Combined)	120	Component required to interface with existing SASSA system	
Bio-Sign Card Installation and Initialisation	120	Initialisation of cards for with security keys and applets for compatability with existing SASSA system	

Comply to the specification and quantity Y/N quantity Y/N
Cameras for face capture
Cameras for face capture
0 Cameras for face capture
Cameras for face capture
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Table 3

Column A	Column 8 Column C	Column C	Column D
Neurotechnology Companent/SDK	QtA	Comment	Comply to the specification and ouantity Y/N
MegaMatcher 12.2 Extended SDK	1	SDK required to license components	
MegaMatcher Accelerator 12.2 Extreme (fingerprint engine) license	2	Licenses for PROD (22 million subjects with duplicate check on enrolment & de-duplication over 30 days)	
MegaMatcher Accelerator 12.2 Extreme (fingerprint engine) license For Disaster Recovery Center (DRC). With 40% discount.	2	Licenses for DR (22 million subjects with duplicate check on enrolment & de-duplication over 30 days)	
Fingerprint Matcher 12.2	2	License for DEV, QA (1,000 subjects with duplicate check on enrolment & de-duplication over 30 minutes)	

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Column A	Column B	Column C	Column D
			Comply to the specification and
Hardware	Qty	Comment	quantity Y/N
MegaMatcher Accelerator 12.2 Extreme server hardware (i.e. HPE ProLiant DL360 Gen10) or virtual machine with these specifications:	4	Servers for PROD, & DR	
* 24 processor cores, running at 2.6 GHz or higher frequency Two Intel Xeon Gold 6126 processors can be used as an example. * RAM, depending on the number of the biometric engines:			ja.
 1024 GB RAM – for single biometric engine or two biometric engines; 			-
* Persistent storage:			8.5
performance)			
* High-speed network connection			
* Any modern Linux distribution can be used as a base operating			
system, includina Debian. Ubuntu or CentOS.			
* NOTE: MegaMatcher Accelerator software which is distributed as			
Docker containers needs to			
be installed on this machine.			
The distribution package includes scripts for automatic			
installation of all			
necessary components.			

ANNEXUXE B - MANDATORY REQUIREMENTS PRICE TEMPLATE FOR THE SUPPLY OF FACIAL RECOGNITION, FINGERPRINT MATCHING AND WEBCAMS BID

Please complete the Column D & E of each row

Column A	Column B	Column C	Column D	Column E
ltem	Qty	Comment	Unit Price Incl VAT	Total Amount Incl VAT (unit price x Quantity)
Neurotechnology MegaMatcher On Card 11.2 SDK	1	SDK required to license Match on Card components		
Neurotechnology VeriLook 12.2 Extended SDK	н	SDK required to license Face capture and matching components		
Neurotechnology Face Card Extractor 11,2	120	Creates face templates in proprietary on-card comparison format from face images. The Extractor can generalize a face template from several face images to improve the template's quality.		
Neurotechnology Face Client 12.2	120	Component includes the capabilities of Face Extractor component for face templates creation from facial images. It also provides advanced functionality for gender, age, emotions, face liveness and other attributes detection, checking images for ICAO compliancy, generation of token face images and image formats support based on biometric standards		
Neurotechnology Face Matcher 12.2	4	Licenses for PROD, DR, DEV, QA (120 subjects with Identification)		
J3R200PDX3U/0ZA16CP Cards (JCOP4 on SmartMX3, JavaCard version 3.0.x) - Must be loaded with Neurotechnology Megamatcher Match on Card applets v11.2 for Face and Finger modalities	120			
Bio-Sign client (Face)	120	Component required to interface with existing SASSA system		
Bio-Sign On Card (Combined)	120	Component required to interface with existing SASSA system		
Bio-Sign Card Installation and Initialisation	120			

Column A	Column B Column C	Column C	Column D	Column E
			Unit Price	Total Amount
Hardware	QIA	Comment		x Quantity)
Any webcam or camera that is accessible using				
DirectShow, Windows Media or Media Foundation			7 2553	
interfaces.	120	on the are for fact and actions		
Photos: Up to 5 megapixels	2	ימני במולים במול		
Hi-Speed USB 2.0 certified				
HD video capture: Up to 1280 X 720				
pixels				
Built-in mic with noise reduction				
Universal clip that fits laptops, LCD				
monitors				
Pan, tilt, and zoom controls				20
Video and photo capture			1	
Face tracking				
Motion detection				
Logitech Webcam C310 HD is recommended.				

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Column A	Column 8	Column C	Column D	Column E
			Unit Price	Total Amount
Neurotechnology Component/SDK	Qty	Comment	Incl VAT	Incl VAT (unit price x Quantity)
MegaMatcher 12.2 Extended SDK	1	SDK required to license components		
MegaMatcher Accelerator 12.2 Extreme		Licenses for PROD (22 million subjects with duplicate check on		
(fingerprint engine) license	2	enrolment & de-duplication over 30 days)		
MegaMatcher Accelerator 12.2 Extreme				
(fingerprint engine) license For Disaster Recovery		Licenses for OR (22 million subjects with duplicate check on enrolment		
Center (DRC), With 40% discount.	2	& de-duplication over 30 days)		
		lizance for DEV OA (1 000 cubinete with dualisance as Joseph Joseph		
Fingerprint Matcher 12.2	2	& de-duplication over 30 minutes)		

Column A	Column B	Column C	Column D	Column E
		AND THE RESIDENCE OF THE PARTY	Unit Price	Total Amount
Hardware	Qty	Comment	Incl VAT	Incl VAT (unit price
MegaMatcher Accelerator 12.2 Extreme server hardware (i.e. HPE ProLiant DL360 Gen10) or virtual machine with these specifications: * 24 processor cores, running at 2.6 GHz or higher frequency. - Two Intel Xeon Gold 6126 processors can be used as an example. * RAM, depending on the number of the biometric engines: - 1024 GB RAM – for single biometric engine or two biometric engines; * Persistent storage: - 2 x 400GB (SSD is recommended for increasing overall system performance) * High-speed network connection * Any modern Linux distribution can be used as a base operating system, including Debian, Ubuntu or CentOS. * WOTE: MegaMatcher Accelerator software which is distribution and his machine. The distribution package includes scripts for automatic installation of all	4	Servers for PROD, & DR		

Grand Total