



## REQUEST FOR QUOTATIONS SERVICES

### QUOTATION DETAILS

**BID NUMBER:** NEMISA/2020/ISP FRANSCHOEK OFFICE/REQ  
6644

**CLOSE Date:** WEDNESDAY 27 JANUARY 2021  
**Time:**

**DESCRIPTION:** PROVISION FOR INTERNET AND VPN SERVICES FOR  
12 MONTHS

**BRIEFING SESSION:** Yes  No   
See Section A-1 Paragraph 2 on Quotation  
Submission Conditions and Instructions that the  
Respondent needs to take note of.

### DETAILS OF RESPONDENT

**Organisation/individual:** .....

**Contact person:** .....

**Telephone/ Cell number:** .....

**E-mail address:** .....

## GLOSSARY

|                      |   |
|----------------------|---|
| Award                | Conclusion of the procurement process and final notification to the effect to the successful Respondent   |
| B-BBEE               | Broad-based Black Economic Empowerment in terms of the Broad-based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) and the Codes of Good Practice issued thereunder by the Department of Trade and Industry |
| Contractor           | Organisation with whom NEMISA will conclude a contract and potential service level agreement subsequent to the final award of the contract based on this Request for Quotation  |
| Core Team            | The core team are those members who fill the non-administrative positions against which the experience will be measured.  |
| dti                  | Department of Trade and Industry  |
| EME                  | Exempted Micro Enterprise in terms of the Codes of Good Practice  |
| GCC                  | General Conditions of Contract  |
| IP                   | Intellectual Property   |
| NEMISA               | National Electronic Media Institute of South Africa (SOC) Ltd   |
| Original Quotation   | Original document signed in ink, or<br>Copy of original document signed in ink, or<br>Submitted Facsimile of original document signed in ink  |
| Originally certified | To comply with the principle of originally certified, a document must be both stamped and signed in original ink by a commissioner of oaths.  |
| Quote/ Quotation     | Written offer in a prescribed or stipulated form in response to an invitation by NEMISA for the provision of goods, works or services   |
| SCM                  | Supply Chain Management   |
| SLA                  | Service Level Agreement   |

## DOCUMENTS IN THIS QUOTATION DOCUMENT PACK

Respondents are to ensure that they have received all pages 41 of this document, which consist of the following sections:

### SECTION A

**Note: Documents in this section are for information to/instruction of respondents and must not be returned with quotes.**

- Section A 1: Quote Submission Conditions and Instructions
- Section A 2: Terms of Reference
- Section A 3: Evaluation Process/Criteria
- Section A 4: Contract Form (Rendering of Services) (Parts 1 & 2)/Letter of Acceptance/Formal Contract  
(The pro forma contract is only included for Respondents to take note of the contents of the contract that will be entered into with the successful contractor)

### SECTION B

**Note: Documents in this section must be completed and returned or supplied with quotations.**

- Section B 1: Special Conditions of Quotation and Contract: Special conditions that the Respondent needs to accept
- Section B 2: Declaration of Interest
- Section B 3: Declaration of Bidder's past SCM practices
- Section B 4: Certificate of Independent Bid Determination
- Section B 5: Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2011
- Section B 6: Invitation to Quote
- Section B 7: Pricing Schedule (Professional Services)
- Section B 8: CV Template Guideline

# SECTION A

(This section must not be returned quotations)

## QUOTE SUBMISSION CONDITIONS AND INSTRUCTIONS

### CONDITIONS AND INSTRUCTIONS THAT RESPONDENTS NEED TO TAKE NOTE OF

#### 1 FRAUD AND CORRUPTION

- 1.1 All providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

#### 2 BRIEFING SESSION

- 2.1 No briefing session will be held.

#### 3 CLARIFICATIONS/ QUERIES

- 3.1 Any clarification required by a respondent regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the quote, is to be requested in writing (letter, facsimile or e-mail) from Sithembele Baraza by not later than Friday 22 January 2021. A reply will be forwarded within three (3) working days. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all respondents by e-mail only. The quote number should be mentioned in all correspondence.

Contact details for Sithembele Baraza:

Telephone: 011 484 0583

E-Mail: [sithembeleb@nemisa.co.za](mailto:sithembeleb@nemisa.co.za)

#### 4 SUBMITTING QUOTATIONS

- 4.1 One (1) original document must be handed in/delivered to:

DELIVERED TO THE NEMISA      21 Girtton Road  
RECEPTION DESK SITUATED      Parktown  
AT:                                      Johannesburg

OR

EMAIL TO:                              [scm@nemisa.co.za](mailto:scm@nemisa.co.za)

***No faxed quotations will be accepted***

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**Respondents should ensure that quotes are delivered to NEMISA before the closing date and time to the correct physical address. If the quote is late, it will not be accepted for consideration.**

**\* Refer to Paragraph 5 below**

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- Quotations can be delivered any time during office hours (08:00 to 16:30 Mondays to Fridays) before or on the closing date.
- All quotations must be submitted on the official forms (not to be re-typed).

4.2 Hard copies of quotations should be submitted in a sealed envelope, marked with:

- Quotation number (NEMISA/2020/ISP FRANSCHOEK OFFICE/REQ 6644)
- Closing date and time (WEDNESDAY 27 JANUARY 2021 @ 11:00)
- The name and address of the respondent.

4.3 Documents submitted on time by respondents shall not be returned.

## **5 LATE SUBMISSIONS**

5.1 Quotations received late shall not be considered. A quotation will be considered late if it arrived even one second after 11:00 or any time thereafter. The tender (bid) box shall be closed at exactly 11:00 and quotations arriving late will not be considered under any circumstances. Quotations received late shall be returned unopened to the respondent. Respondents are therefore strongly advised to ensure that quotations be despatched allowing enough time for any unforeseen events that may delay the delivery of the quotation.

5.2 The official Telkom time, which can be observed by dialling 1026 from any phone, will be used to verify the exact closing time.

5.3 Quotations sent to the NEMISA via normal post or any other mechanism shall be deemed to be received at the date and time of arrival at the NEMISA premises. Quotations received at the physical address after the closing date and time of the quotation, shall therefore be deemed to be received late. Quotations sent by email shall be deemed to have been received at the time indicated in the inbox of the recipient.

## **6 PAYMENTS**

6.1 NEMISA will pay the Contractor the fees set out in the final contract according to the table of deliverables. No additional amounts will be payable by the NEMISA to the Contractor.

6.1.1 The Contractor shall from time to time during the duration of the contract, invoice NEMISA for the services rendered.

6.1.2 The invoice must be accompanied by supporting source document(s) containing detailed information, as NEMISA may reasonably require, for the purposes of establishing the specific nature, extent and quality of the services which were undertaken by the Contractor.

6.1.3 No payment will be made to the Contractor unless an original tax invoice complying with section 20 of the VAT Act No 89 of 1991, as amended, has been submitted to NEMISA.

6.1.4 Payment shall be made by bank transfer into the Contractor's back account normally 30 days after receipt of an acceptable, original, valid tax invoice. Money will only be transferred into a South African bank account. (Banking details must be submitted as soon as the quotation is awarded).

Section A 1: Bid Submission Conditions and Instructions

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6.2 The Contractor shall be responsible for accounting to the appropriate authorities for its income tax, VAT or other moneys required to be paid in terms of the applicable law.

**7 GENERAL CONDITIONS OF CONTRACT**

7.1 The General Conditions of Contract must be accepted. The GCC can be downloaded from the Treasury Website. Please refer to the link below:

<http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/General%20Conditions%20of%20Contract.pdf>

## TERMS OF REFERENCE (TOR)

### REQUEST FOR QUOTATION FOR INTERNET AND VPN SERVICES

#### 1. PURPOSE

The National Electronic Media Institute of South Africa (NEMISA) invites suitably qualified Internet Service Providers (ISP) to submit quotations for Internet and virtual private network (VPN) services via their MPLS networks.

#### 2. BACKGROUND

The Franschoek is currently connected to the Internet using an LTE router. The internet service breaks out to the public internet and uses a VPN client to connect NEMISA to its hosted server infrastructure. There are currently no servers onsite.

#### 3. REQUIREMENTS FOR QUOTATIONS

NEMISA requires a 12-month contract for Internet services from ISP's. The minimum specifications for an appropriate solution should include the following:

##### 3.1 Links Required

- Business uncapped last mile on fibre with at least **20 Mbps** bandwidth guaranteed, of which **4 Mbps** will be dedicated to cross-connect and VPN connections.
- A secure VPN connection (cross-connect) between NEMISA and Teraco at **2 Mbps**. This service will connect NEMISA users to the cloud hosted servers (IaaS);
- A secure **2 Mbps** connection between NEMISA head office and the cloud hosted PBX for existing VOIP services. We already have a service provider for VOIP, and the bandwidth allocated for voice calls will be managed by the appointed ISP.

##### 3.2 Quality of Service

- Efficient Quality of Service (QoS) from the NEMISA head office through the service provider network, to the cloud hosted services (IaaS and VOIP);
- The QoS must be flexible such that if there is no voice traffic, data can use all the available bandwidth in the network.

##### 3.3 Hardware



Section A 2: Terms of Reference

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- Ownership, maintenance and upkeep of the equipment are the bidder's responsibility and NEMISA will not be responsible for any damage to bidder's equipment due to voltage fluctuation, surge, earthing issues etc. The bidder also has to arrange for necessary insurance for the equipment installed at NEMISA premises at no cost to NEMISA. Replacement of faulty equipment/rectification of the same are under the scope of the bidder and the same has to be provided at no extra cost to NEMISA;
- The selected bidder shall carry out all civil works if any, related to the installation and commissioning of the links. In case of any damage to NEMISA property/third party property during the execution of the work of subsequently, the bidder has to replace/make good the damaged property at its own cost and pay compensation if any.

### **3.4 Scalability**

- The upgrade of the hardware/software/firmware for the equipment provided by the bidder as part of the solution to this RFP is the responsibility of the bidder and the same should be done at no additional cost to NEMISA so as to meet all the terms and conditions of this RFP. Any vulnerability identified in the equipment provided should be patched by the bidder;
- The solution must be flexible for downgrade, upgrade and cancellation of some services when business requirements dictate.

### **3.5 Support**

- Maintaining the availability of end-to-end connectivity in line with the terms and conditions of the Service Level Agreement (SLA);
- The bidder must provide link status, uptime, downtime, capacity, utilization and other parameters through a web portal or any licensed application to NEMISA on real/near real time basis. However, NEMISA may also deploy its own tool to monitor the links and the bidder must agree to the status reports generated from these tools;
- Root Cause Analysis (RCA) for all performance and availability problem that occur. Formal RCA should be delivered within five days of problem occurrence, including explanation of the root cause with action plan to prevent recurrence;
- The selected bidder is bound to demonstrate the performance of all the links, as required by NEMISA during commissioning of the links and during the service period of the links;
- The Bidder shall provide all required equipment and services, whether or not explicitly mentioned in this RFP to ensure the intent of specification,

completeness, operability, maintainability and upgradeability of the solution. This will be included in the pricing schedule;

- Availability of 24-hour support desk with email and telephone contact.

### 3.6 Reporting

- The ISP will implement best practice security standards on the links and block any unused ports and report any vulnerabilities;
- Change control processes to be included in the proposal;
- Monthly report on daily traffic analysis and performance for each link separately.

## 4. Scope of Work

The ISP will provide fully managed TCP/IP Internet Service Provision for the NEMISA offices in Franschhoek. The service is expected to be highly available and reliable, with overall uptime of no less than 99.5%.

The bidder shall provide the necessary hardware and other services required to setup the internet connection.

### Physical Address:

5 Mark Street  
 Groendal  
 Franschhoek  
 7690

| Item No. | Scope of work  | Deliverables  |
|----------|--|---|
| 1        | Provision of the Managed Internet Services for the period of 12 months <ul style="list-style-type: none"> <li>a. Provide links for NEMISA</li> <li>b. Provide secure VPN connection between NEMISA and Teraco (cross-connect)</li> <li>c. Implement QoS/ VOIP</li> <li>d. Train IT Staff (where applicable)</li> <li>e. Monitor the network and provide monitoring tools and access</li> </ul> | Proposal document with project plan and specifications, pricing.<br><br>Support & Maintenance SLA document. |

The requirements for the scope of work are as follows:

- A dedicated fibre optic connection with a minimum bandwidth of 20 Mbps internet breakout from bidder's network, complete with relevant backup route. This connection will primarily be used for web browsing, email access, research, hosted VoIP PBX solution calling, video conferencing etc.
- No limitations on traffic/ports; bandwidth capacity should be ensured through direct IP connection.
- Separate Internet traffic from VPN traffic through dedicated bandwidth.
- Fixed prices for the services, no additional costs or limitation based on amount of traffic or usage.
- All necessary hardware, cabling and software (if required for Internet service) should be provided and set up costs should be included in the offer.
- Reporting on usage statistics and faults/downtime affecting NEMISA on a monthly basis.
- Notify NEMISA IT department prior to any planned down time.
- Industry standards should be adhered and ICASA registration is compulsory.
- Firewall for the service provider should be included in the proposal
- Prioritization of network traffic according to NEMISA business requirements.
- 24/7 technical support and active network management.
- Scalability as business requirements change.

#### **4. Service Level Agreement (SLA)**

##### **4.1 Calculation of SLA**

4.1.1 Link uptime: the guaranteed uptime of 99.5% of each circuit will be calculated separately on a monthly basis.

## 4.1.2 Uptime penalty in % of total monthly payment:

| <b>Uptime</b>               | <b>Penalty</b> |
|-----------------------------|----------------|
| <b>&gt;= 99.5</b>           | <b>0</b>       |
| <b>&gt; 98 to &lt; 99.5</b> | <b>10</b>      |
| <b>&gt; 97 to &lt; 98.5</b> | <b>20</b>      |
| <b>&gt; 95 to &lt; 97</b>   | <b>30</b>      |
| <b>&gt; 90 to &lt;95</b>    | <b>70</b>      |
| <b>&lt; 90</b>              | <b>100</b>     |

**Note:** The successful bidder will enter into a contract with the NEMISA which shall be reviewed after the initial first three months to ensure alignment with NEMISA's requirements, which review shall become effective from the project sign off date, after which the contract will be reviewed based on network performance, network availability, reliability amongst other factors.

**5. Expected Deliverables/Timelines**

The appointed Internet Service Providers must be prepared to commence delivery of the service from immediately after the issuing of the purchase order or the signing of the SLA, whichever comes first, and the deliverables must be completed, reviewed and approved along with invoices issued.

**ALL RESPONDENTS MUST TAKE NOTE OF THE EVALUATION PROCESS THAT WILL BE FOLLOWED**

**1 EVALUATION PROCESS**

**1.1 COMPLIANCE WITH MINIMUM REQUIREMENTS**

1.1.1 All quotations duly lodged as specified in the Request for Quote will be examined to determine compliance with quotation requirements and conditions. Quotations with obvious deviations from the requirements/conditions will be eliminated from further consideration.

Failure to comply with or submit any one of the following items, will render a quotation non-responsive and will not be evaluated further.

| Reference | Description   | Compliant? |    |
|-----------|---|------------|----|
|           |   | YES        | NO |
| Part 1    | Signed Special Conditions of Quotation and Contract                                 |            |    |
| Part 2    | Tax Compliance Requirements   |            |    |
| Part 3    | Completed and signed Declaration of Interest  |            |    |
| Part 4    | Completed and signed Declaration of Bidder's past Supply Chain Management practices |            |    |
| Part 5    | Completed and signed Certificate of Independent Bid Determination                   |            |    |
| Part 7    | Completed and signed Invitation to Quote  |            |    |
| Part 8    | Completed Pricing Schedule in the prescribed format                                 |            |    |
| Part 12   | Proof of registration on the CSD  |            |    |
| Part 13   | Registration certificates (e.g. Certified Fraud Examiners (CFE),)                   |            |    |

**1.2 DETERMINATION OF SCORE FOR FUNCTIONALITY**

1.2.1 The evaluation criteria and weights for functionality as indicated in the table in below, will apply.

| FUNCTIONAL CRITERIA  | MAXIMUM TO BE AWARDED |
|--|-----------------------|
| <input type="checkbox"/> <b>Qualifications</b> <ul style="list-style-type: none"> <li>○ Team lead has relevant qualifications and experience<br/>Proven 10 years exp + qual = 15 points<br/>5 or more years exp + qual = 10 points<br/>Less than 5 years exp + qual = 5 points<br/>No experience/qualification = 0 points</li> </ul> | <b>15</b>             |
| <input type="checkbox"/> <b>Technical approach as per Part 9</b><br>Does the bidder's proposal address all the requirements in the RFQ? <ul style="list-style-type: none"> <li>○ Provide the all the required links as per ToR:<br/>Compliant = 20 points</li> </ul>   | <b>65</b>             |

Section A 3: Evaluation Process/ Criteria

| FUNCTIONAL CRITERIA  | MAXIMUM TO BE AWARDED |
|--|-----------------------|
| <p>Partially compliant/non-compliant = 0 points</p> <ul style="list-style-type: none"> <li>○ Bidders must provide a <b>project plan</b> of activities. In addition to providing details of the estimated number of workdays for each activity, Respondents are to supply a <b>detailed timetable</b> that identifies when certain activities will be undertaken and over what period they will be spread. The timing of activities, the time needed to complete them, and the order in which they will be undertaken must be explained and justified. The shortest timelines will receive preference.<br/>Compliant = 20 points<br/>Partially compliant = 10 points<br/>Non-compliant = 0 points</li> <li>○ Describe, in detail, exactly how they <b>propose</b> to carry out the activities to achieve the outcomes identified in the terms of reference. They should identify any <b>possible problems and risks</b> that might hinder delivery and indicate how they will avoid or overcome such problems. Bidders must identify <b>all positions involved</b> in the project and the reporting lines<br/>Compliant = 20 points<br/>Partially compliant = 10 points<br/>Non-compliant = 0</li> <li>○ A pricing schedule that addresses all project deliverables and demonstrates that the bidder understands the requirements in the ToR (i.e., links, hardware, setup costs, travel etc.)<br/>Compliant = 5 points<br/>Non-compliant = 0 points</li> </ul> |                       |
| <p><input type="checkbox"/> <b>Experience of the Bidder</b></p> <ul style="list-style-type: none"> <li>○ 8 Years or more – 5 points</li> <li>○ 5 years but less than 8 years – 3 points</li> <li>○ 1 year but less than 5 years – 1 point</li> <li>○ Less than 1year experience – 0 points</li> </ul>  | <b>5</b>              |
| <p><input type="checkbox"/> <b>Experience of the core team</b></p> <ul style="list-style-type: none"> <li>○ 20 or more years combined – 5 points</li> <li>○ 10 years and up to 19 years – 3 points</li> <li>○ 5 years and up to 9 years – 2 points</li> </ul>  | <b>5</b>              |

## Section A 3: Evaluation Process/ Criteria

| FUNCTIONAL CRITERIA   | MAXIMUM TO BE AWARDED |
|---|-----------------------|
| ○ Up to 4 years' experience – 0 points  |                       |
| <input type="checkbox"/> <b>Contactable references</b> <ul style="list-style-type: none"> <li>○ 3 or more references– 10 points</li> <li>○ 2 references - - 5 points</li> <li>○ 1-0 reference – 0 points</li> </ul> | <b>10</b>             |
| <b>Maximum total for functionality</b>  | <b>100</b>            |

1.2.2 The score for functionality shall be calculated as follows:

- Each panel member shall award values for each individual criterion on a score sheet. The value scored for each criterion shall be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks should be added to obtain the total score for functionality.
- The score of each panel member shall be added together and divided by the number of panel members to establish the average score obtained by each individual respondent for functionality.

### 1.3 ELIMINATION OF PROPOSALS ON GROUNDS OF FUNCTIONALITY

1.3.1 Quotations that score less than **70%** of the marks available for functionality will be eliminated from further consideration. Marks will therefore not be awarded for their cost proposals or for preference.

### 1.4 PRICE AND B-BBEE STATUS LEVEL POINTS

1.4.1 All remaining quotations will be evaluated as follows:

1.4.2 The 80/20 preference point system will be applied. Points for price and B-BBEE status level certificate will be awarded in accordance with the stipulations in the Preference Point Claim Form in terms of the Preferential Procurement Regulations, 2017.

1.4.3 If appropriate, implied contract price adjustments will be made to the cost proposals of all remaining quotations.

1.4.4 The point scored for the B-BBEE status level certificate for each acceptable quotation will now be added to the price point.

1.4.5 The Evaluation Committee may recommend that the contract be awarded to the respondent obtaining the highest aggregate mark as determined by 1.4.4 or to a lower scoring quotation on justifiable grounds.

## **1.5 ADJUDICATION OF BID**

- 1.5.1 The relevant award structure will consider the recommendations and make the final award. The successful respondent will usually be the service provider scoring the highest number of points or it may be a lower scoring quotation on justifiable grounds or no award at all.



## CONTRACT FORM: RENDERING OF SERVICES

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

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I/we hereby undertake to render services described in the attached bidding documents to NEMISA in accordance with the requirements and task directives/proposals specifications stipulated in Quotation Number NEMISA/2020/ISP FRANSCHOEK OFFICE/REQ 6644 at the price/s quoted. My/our offer/s remain binding upon me/us and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - 2.1 Bidding documents, viz
    - Invitation to bid
    - Tax clearance certificate
    - Pricing schedule(s)
    - Filled in terms of reference/task directive/proposal
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest
    - Declaration of bidder's past SCM practices
    - Special Conditions of Contract
  - 2.2 General Conditions of Contract
  - 2.3 Other (specify)
  
3. I/we confirm that I/we have satisfied myself as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal liable for the due fulfilment of this contract.
  
5. I/we declare that I/we have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

| WITNESSES |       |
|-----------|-------|
| 1         | ..... |
| 2         | ..... |
| DATE:     | ..... |

## CONTRACT FORM: RENDERING OF SERVICES

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I ..... in my capacity as ..... accept your bid under reference number ..... dated ..... for the rendering of services indicated hereunder and/or further specified in the annexures.

1. An official order indicating service delivery instructions is forthcoming.

2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract within 30 (thirty) days after receipt of an invoice.

| DESCRIPTION OF SERVICE | PRICE (VAT INCL) | COMPLETION DATE | B-BBEE STATUS LEVEL OF CONTRIBUTION |
|------------------------|------------------|-----------------|-------------------------------------|
|                        |                  |                 |                                     |

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

# SECTION B

This section must be completed and returned or supplied with quotations as prescribed.

## SPECIAL CONDITIONS OF BID AND CONTRACT

### Return as Part 1

| <b>SPECIAL CONDITIONS</b> |   |
|---------------------------|---|
| <b>1</b>                  | <b>GENERAL</b>  |
| 1.1                       | The Respondent must clearly state if a deviation from these special conditions are offered and the reason therefor. If an explanatory note is provided, the paragraph reference must be indicated in a supporting appendix to the application submission.           |
| 1.2                       | Should Respondents fail to indicate agreement/compliance or otherwise, the NEMISA will assume that the Respondent is in compliance or agreement with the statement(s) as specified in this quotation.   |
| 1.3                       | Quotes not completed in this manner may be considered incomplete and rejected.  |
| 1.4                       | NEMISA shall not be liable for any expense incurred by the Respondent in the preparation and submission of a quotation.   |
| <b>2</b>                  | <b>CANCELLATION OF PROCUREMENT PROCESS</b>  |
| 2.1                       | This procurement process can be postponed or cancelled at any stage at the sole discretion of NEMISA provided that such cancellation or postponement takes place prior to entering into a contract with a specific service provider to which the quotation relates. |
| <b>3</b>                  | <b>QUOTE SUBMISSION CONDITIONS, INSTRUCTION AND EVALUATION PROCESS/CRITERIA</b>   |
| 3.1                       | The Quotation submission conditions and instructions as well as the evaluation process/criteria have been noted.  |
| <b>4</b>                  | <b>NEGOTIATION AND CONTRACTING</b>  |
| 4.1                       | NEMISA have the right to enter into negotiation with one or more Respondents regarding any terms and conditions, including price(s), of a proposed contract.  |
| 4.2                       | Under no circumstances will negotiation with any Respondents, including preferred Respondents, constitute an award <sup>1</sup> or promise/ undertaking to award the contract.  |
| 4.3                       | NEMISA shall not be obliged to accept the lowest or any quotation, offer or proposal.   |
| 4.4                       | A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement (if applicable) signed by the designated responsible person of both parties. The designated responsible person of NEMISA is the CEO.        |
| 4.5                       | NEMISA also reserves the right to enter into one contract with a Respondent for all required functions or into more than one contract with different Respondents for different functions.   |

<sup>1</sup> See GLOSSARY.

## Section B 1: Special Conditions of Quotation and Contract

|           |   |
|-----------|---|
| <b>5</b>  | <b>ACCESS TO INFORMATION</b>  |
| 5.1       | All Respondents will be informed of the status of their quotation once the procurement process has been completed.  |
| 5.2       | Requests for information regarding the quotation process will be dealt with in line with the NEMISA SCM Policy and relevant legislation.  |
| <b>6</b>  | <b>REASONS FOR REJECTION</b>  |
| 6.1       | NEMISA shall reject a proposal for the award of a contract if the recommended Respondent has committed a proven corrupt or fraudulent act in competing for the particular contract.   |
| 6.2       | The NEMISA may disregard the quote of any respondent if that respondent, or any of its directors: <ul style="list-style-type: none"> <li><input type="checkbox"/> Have abused the SCM system of the NEMISA.</li> <li><input type="checkbox"/> Have committed proven fraud or any other improper conduct in relation to such system.</li> <li><input type="checkbox"/> Have failed to perform on any previous contract and the proof exists.</li> </ul> Such actions shall be communicated to the National Treasury. |
| <b>7</b>  | <b>GENERAL CONDITIONS OF CONTRACT</b>   |
| 7.1       | The General Conditions of Contract must be accepted.  |
| <b>8</b>  | <b>ADDITIONAL INFORMATION REQUIREMENTS</b>  |
| 8.1       | During evaluation of the quotes, additional information may be requested in writing from Respondents. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to your quotation being disregarded.   |
| 8.2       | No additional information will be accepted from any individual Respondent without such information having been requested  |
| <b>9</b>  | <b>CONFIDENTIALITY</b>  |
| 9.1       | The quotation and all information in connection therewith shall be held in strict confidence by Respondents and usage of such information shall be limited to the preparation of the quotation. Respondents shall undertake to limit the number of copies of this document.   |
| <b>10</b> | <b>INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT</b>  |
| 10.1      | Copyright of all documentation relating to this contract belongs to the client. The successful Respondent may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.  |
| 10.2      | This paragraph shall survive termination of this contract.  |
| <b>11</b> | <b>NON-COMPLIANCE WITH DELIVERY TERMS</b>   |
| 11.1      | As soon as it becomes known to the contractor that he/she will not be able to deliver the services within the delivery period and/or against the quoted price and/or as specified, NEMISA must be given immediate written notice to this effect. NEMISA reserves the right to implement remedies as provided for in the GCC.  |

## Section B 1: Special Conditions of Quotation and Contract

|           |  |
|-----------|--|
| <b>12</b> | <b>WARRANTS</b>  |
| 12.1      | The Contractor warrants that it is able to conclude this Agreement to the satisfaction of NEMISA.  |
| <b>13</b> | <b>PARTIES NOT AFFECTED BY WAIVER OR BREACHES</b>  |
| 13.1      | The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.   |
| 13.2      | No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.  |
| <b>14</b> | <b>RETENTION</b>   |
| 14.1      | On termination of this agreement, the contractor shall, on demand hand over all documentation provided as part of the project and all deliverables, etc., without the right of retention, to NEMISA.   |
| 14.2      | No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing. |
| <b>15</b> | <b>CENTRAL SUPPLIER DATABASE</b>   |
| 15.1      | It is a requirement that all suppliers/ services providers to NEMISA shall be registered on the National Treasury Central Supplier Database (CSD).   |
| 15.2      | Respondents are therefore required to register as a supplier on the CSD before submitting a quotation.<br><br>The CSD website can be accessed on the following link:<br><a href="http://ocpo.treasury.gov.za/Pages/default.aspx">http://ocpo.treasury.gov.za/Pages/default.aspx</a>  |
| 15.3      | Respondents are therefore required to submit proof of their registration on the CSD, or if not yet registered, provide proof of their application to be registered, with their quotation.  |
| 15.4      | No quotation will be awarded and a contract concluded with a respondent who is not registered on the CSD.  |
| <b>16</b> | <b>FORMAT OF SUBMISSIONS</b>   |
| 16.1      | Respondents must complete all the necessary quotation documents and undertakings required in this quotation document. Respondents are advised that their proposal should be concise, written in plain English and simply presented.  |

## Section B 1: Special Conditions of Quotation and Contract

|        |  |
|--------|--|
| 16.2   | <b>Respondents are to set out their proposal in the format prescribed hereunder.</b> This means that the proposal must be structured in the parts noted below. <u>Information not submitted in the relevant part, may not be considered for evaluation purposes.</u>   |
| 16.3   | <b>Part 1: Special Conditions of Quotation and Contract</b>  |
| 16.3.1 | Respondents must initial each page and sign the last page and return the Special Conditions of Quotation and Contract (Section B-1).<br><br>Quotes submitted without a completed Special Conditions of Quotation and Contract form <b>will</b> be deemed to be non-responsive.   |
| 16.4   | <b>Part 2: SARS Tax Clearance Certificate(s)</b>   |
| 16.4.1 | Bidders must ensure compliance with their tax obligations.<br><br>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.<br><br>Application for tax compliance status (TCS) 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 <a href="http://www.sars.gov.za">www.sars.gov.za</a> .<br><br>Bidders may also submit a printed TCS together with the bid.<br><br>In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate proof of TCS/ PIN/ CSD number.<br><br>Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.<br><br>Bids submitted without any one of the above particulars, <b>will</b> be deemed to be non-responsive. |
| 16.5   | <b>Part 3: Declaration of Interest</b>   |
| 16.5.1 | <b>Each party</b> to the quotation must complete and return the "Declaration of Interest" (Section B-2).<br><br>Quotes submitted without a complete and signed Declaration of Interest <b>will</b> be deemed to be non-responsive.   |
| 16.6   | <b>Part 4: Declaration of Bidder's past Supply Chain Management practices</b>  |
| 16.6.1 | <b>Each party</b> to the quotation must complete and return the "Declaration of Bidder's past Supply Chain Management practices" (Section B-3).<br><br>Quotes submitted without a completed and signed Declaration of Bidder's past Supply Chain Management practices <b>will</b> be deemed non-responsive.  |
| 16.7   | <b>Part 5: Certificate of Independent Bid Determination</b>  |
| 16.7.1 | <b>Each party</b> to the quotation must complete and sign the Certificate (Section B-4).   |

## Section B 1: Special Conditions of Quotation and Contract

|         |  |
|---------|--|
|         | Quotes submitted without a completed and signed Certificate of Independent Bid Determination <b>will</b> be deemed non-responsive.   |
| 16.8    | <b>Part 6: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017</b>  |
| 16.8.1  | <p>Respondents must complete, sign and return the full "Preference Points Claim Form" (Section B-5) document.</p> <p>In addition, a valid BEE certificate must be submitted.</p> <p>Quotes submitted without a completed and signed Preference Points Claim Form and a valid BEE certificate will be awarded zero points for preference.</p> |
| 16.9    | <b>Part 7: Invitation to Quote</b>   |
| 16.9.1  | <p>Respondents must complete, sign and return the full "Invitation to Quote" (Section B-6) document.</p> <p>Quotes submitted without a completed and signed Invitation to Quote <b>will</b> be deemed to be non-responsive.</p>  |
| 16.10   | <b>Part 8: Pricing Schedule</b>  |
| 16.10.1 | Any budget amount that may be indicated in this document shall be deemed to be a guide only and Respondents are expected to submit a costing that is fair and reasonable.  |
| 16.10.2 | <p>All costs related to this assignment are to be allowed for in the pricing schedule and in the formats prescribed and must be returned as part of the submission (Section B-7).</p> <p>Quotes submitted without a price or with an incomplete price, <b>will</b> be deemed to be non-responsive.</p>                                       |
| 16.10.3 | Rates for the first year of the contract must be firm. <u>All normal operating costs and out of pocket expenses such as photocopies, telephone calls, printing, travel, etc. must be covered in the rates quoted.</u>  |
| 16.10.4 | A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.  |
|         | <input type="checkbox"/> VAT: Value Added Tax must be included and shown separately.   |
| 16.11   | <b>Part 9: Technical approach</b>  |
| 16.11.1 | Respondents must submit a description of the methodology and approach that will be used to perform the work as set out in the Terms of Reference. This methodology and approach must demonstrate the Respondent's understanding of the requirement and also of the environment.  |



## Section B 1: Special Conditions of Quotation and Contract

|         |   |
|---------|---|
| 16.11.2 | Respondents must, at least cover the under-mentioned in their technical approach and return as part of their submission:  |
|         | <ul style="list-style-type: none"> <li><input type="checkbox"/> Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in the terms of reference. They should identify any possible problems that might hinder delivery and indicate how they will avoid, or overcome such problems.</li> <li><input type="checkbox"/> Describe how the work will be managed. Provide an organisation chart clearly indicating: <ul style="list-style-type: none"> <li>▪ The lines of reporting and supervision within the Respondent's team.</li> <li>▪ The lines of reporting between the Respondent and the NEMISA and other stakeholders, if applicable.</li> </ul> </li> <li><input type="checkbox"/> Identify the position(s) involved in the direct delivery of the service to be provided and in the overall management of the work and name the people who will fill these positions.</li> </ul> |
| 16.11.3 | Provide a project plan of activities. In addition to providing details of the estimated number of work days for each activity, Respondents are to supply a detailed timetable that identifies when certain activities will be undertaken and over what period they will be spread. The timing of activities, the time needed to complete them, and the order in which they will be undertaken must be explained and justified.  |
| 16.11.4 | Please note that <b>Part 9</b> should be no longer than 20 single-sided A4 pages in Arial 11 (font size).   |
| 16.12   | <b>Part 10: Team details</b>  |
| 16.12.1 | In this part that must be returned as part of the submission, Respondents must provide details of the team named in the previous part.  |
| 16.12.2 | For each team member there must be: <ul style="list-style-type: none"> <li><input type="checkbox"/> A complete curriculum vitae confirming suitability for the position. A format is provided as a guideline only for the compilation of the CVs.</li> </ul>  |
| 16.13   | <b>Part 11: Experience in this field</b>  |
| 16.13.1 | Respondents should provide in this part, and return as part the submission, at least the following information. <ul style="list-style-type: none"> <li><input type="checkbox"/> Details of contracts for similar work within the last 5 years.</li> <li><input type="checkbox"/> Contact details of a maximum of 3 organisations for which work was done.</li> </ul>  |
| 16.14   | <b>Part 12: Registration on the CSD</b>   |
| 16.14.1 | In this part, Respondents must submit proof of their registration, or proof that they have applied for registration on the Central Supplier Database.   |

Section B 1: Special Conditions of Quotation and Contract

|         |   |
|---------|---|
|         | Quotes submitted without the required proof, <b>will</b> be deemed to be non-responsive.                          |
| 16.15   | <b>Part 13: Registration Certificates</b>   |
| 16.15.1 | Insert any requirements for registration with professional bodies here such Certified Fraud Examiners (CFE), etc. |

I/we herewith accept all the above-mentioned special conditions of the quotation. If I/we do consider a deviation therefrom, I have noted those as per the instruction in paragraph 1 (General) above.

Name of Respondent: \_\_\_\_\_

Signature of Respondent: \_\_\_\_\_

Date: \_\_\_\_\_

Section B 2: Declaration of Interest

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## DECLARATION OF INTEREST

### Return as Part 3

1. Any legal person, including persons employed by the State<sup>2</sup>, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price bid, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where –
  - 1.1. The bidder is employed by the State; and/or
  - 1.2. The bidder is a Management Board member of NEMISA and/or
  - 1.3. 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 quotation(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 quotation.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quotation.
  - 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, etc<sup>3</sup>): .....
  - 2.4. Company Registration Number: .....
  - 2.5. Tax Reference Number: .....
  - 2.6. VAT Registration Number: .....
  - 2.6.1. The names of all directors/ trustees/ shareholders/ members, their individual identity numbers, tax reference numbers and, if applicable, employee/ persal numbers must be indicated in paragraph 3 below
  - 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: .....

---

<sup>2</sup> "State" means

- (a) Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999);
- (b) Any municipality or municipal entity;
- (c) Provincial legislature;
- (d) National Assembly or the National Council of Provinces;
- (e) Parliament.

<sup>3</sup> "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

Section B 2: Declaration of Interest

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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 quotation document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quotation.)

2.7.3. If no, furnish reasons for non-submission of such proof:  
.....  
.....  
.....

2.8. Did you or your spouse, or any of the company's directors/shareholders/members or their spouses conduct business with the State in the previous twelve (12) months? **YES / NO**

2.8.1. If so, furnish the following 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 quotation? **YES / NO**

2.9.1. If so, furnish the following particulars.  
.....  
.....  
.....

2.10. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the State who may be involved with the evaluation and or adjudication of this quotation? **YES / NO**

2.10.1. If so, furnish the following particulars.  
.....  
.....  
.....

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

Section B 2: Declaration of Interest

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2.11.1. If so, furnish the following particulars.

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

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

| Full Name | Identity Number | Personal Tax Reference No | State Employee Number/ Pearsal Number |
|-----------|-----------------|---------------------------|---------------------------------------|
|           |                 |                           |                                       |
|           |                 |                           |                                       |
|           |                 |                           |                                       |
|           |                 |                           |                                       |
|           |                 |                           |                                       |
|           |                 |                           |                                       |
|           |                 |                           |                                       |
|           |                 |                           |                                       |
|           |                 |                           |                                       |
|           |                 |                           |                                       |

**DECLARATION**

I, THE UNDERSIGNED (NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Respondent

Section B 3: Declaration of bidder's past SCM practices

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

### Return as Part 4

- 1 This declaration will be used by institutions to ensure that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 2 The bid of any bidder may be disregarded if that bidder, or any of its directors have:
  - a. abused the NEMISA'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.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

| Item  | Question  | Yes                             | No                             |
|-------|---|---------------------------------|--------------------------------|
| 3.1   | 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?<br><br><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the Accounting Officer/ authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b><br><br><b>The database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.reatury.gov.za">www.reatury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the homepage.</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 3.1.1 | If so, furnish particulars:   |                                 |                                |
| 3.2   | 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)?<br><br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website, (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the homepage.</b>   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 3.2.1 | If so, furnish particulars:   |                                 |                                |
| 3.3   | 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 3.3.1 | If so, furnish particulars:   |                                 |                                |
| 3.4   | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 3.4.1 | If so, furnish particulars:   |                                 |                                |

#### CERTIFICATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Respondent

## CERTIFICATE OF INDEPENDENT BID DETERMINATION Return as Part 5

I, the undersigned, in submitting the accompanying quotation:

NEMISA/2020/ISP FRANSCHOEK OFFICE/REQ 6644

(Quotation Number and Description)

in response to the invitation for the quotation made by:

NEMISA

(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 Respondent)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying quotation will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Respondent to sign this Certificate, and to submit the accompanying quotation, on behalf of the Respondent;
4. Each person whose signature appears on the accompanying quotation has been authorized by the Respondent to determine the terms of, and to sign the quotation, on behalf of the Respondent;
5. For the purposes of this Certificate and the accompanying quotation, I understand that the word "competitor" shall include any individual or organization, other than the Respondent, whether or not affiliated with the Respondent, who:
  - has been requested to submit a quotation in response to this quotation invitation;
  - could potentially submit a quotation in response to this quotation invitation, based on their qualifications, abilities or experience; and
  - provides the same goods and services as the Respondent and/or is in the same line of business as the Respondent
6. The Respondent has arrived at the accompanying quotation independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>4</sup> will not be construed as collusive bidding.

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<sup>4</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Section B 4: Certificate of Independent Bid Determination

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7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- prices;
  - geographical area where product or service will be rendered (market allocation)
  - methods, factors or formulas used to calculate prices;
  - the intention or decision to submit or not to submit, a quotation;
  - the submission of a quotation which does not meet the specifications and conditions of the quotation; or
  - bidding with the intention not to win the quotation.
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 quotation invitation relates.
9. The terms of the accompanying quotation have not been, and will not be, disclosed by the Respondent, directly or indirectly, to any competitor, prior to the date and time of the official quotation 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 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 Respondent



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

### Return as Part 6

**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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;
- 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:

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

Where

- 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:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1                                  | 10                              | 20                              |
| 2                                  | 9                               | 18                              |
| 3                                  | 6                               | 14                              |
| 4                                  | 5                               | 12                              |
| 5                                  | 4                               | 8                               |
| 6                                  | 3                               | 6                               |
| 7                                  | 2                               | 4                               |
| 8                                  | 1                               | 2                               |
| Non-compliant contributor          | 0                               | 0                               |

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor:= ..... (maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted? .....%
- ii) The name of the sub-contractor .....
- iii) The B-BBEE status level of the sub-contractor .....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of the Preferential Procurement Regulations,2017:

| Designated Group: An EME or QSE which is at last 51% owned by:    | EME<br>√ | QSE<br>√ |
|---|----------|----------|
| 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 of company/firm: .....

Section B 5: Preference Points Claim Form into the Preferential Procurement Regulations 2011

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8.2 VAT registration number: .....

8.3 Company registration number: .....

8.4 TYPE OF COMPANY/ FIRM

**(Tick applicable box)**

- Partnership/ Joint Venture/ Consortium
- One person business/ sole propriety
- Close corporation
- Company
- (Pty) Limited

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

**(Tick applicable box)**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

8.7 Total number of years the company/firm has been in business: .....

8.8 I/ we, the undersigned, who is/ are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/ we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a

Section B 5: Preference Points Claim Form into the Preferential Procurement Regulations 2011

- 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.

|   |   |
|---|---|
| <p>WITNESSES</p> <p>1. ....</p><br><p>2. ....</p> | <p>.....</p> <p style="text-align: center;">SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS: .....</p> <p>.....</p> <p>.....</p> |
|---|---|

## INVITATION TO QUOTE Return as Part 7

**YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENT OF NEMISA**

|   |  |                     |                           |                     |       |
|---|--|---------------------|---------------------------|---------------------|-------|
| <b>QUOTE NO</b>                                   | NEMISA/2020/ISP FRANSCHOEK OFFICE/REQ 6644 | <b>CLOSING DATE</b> | WEDNESDAY 27 JANUARY 2021 | <b>CLOSING TIME</b> | 11:00 |
| <b>NEMISA/2020/ISP FRANSCHOEK OFFICE/REQ 6644</b> |  |                     |                           |                     |       |

**All Bidders must furnish the following particulars and include it in their submission  
(Failure to do so may result in your bid being disqualified)**

Name of Bidder: .....

Postal address: .....

Street address: .....

:

Telephone number: Code ..... Number .....

Cellular number: .....

Facsimile number: Code ..... Number .....

e-Mail address: .....

VAT Registration No: .....

**TAX COMPLIANCE REQUIREMENTS (Tick applicable box)**

Printed TCS  SARS PIN  CSD No

**PROOF OF B-BBEE STATUS LEVEL SUBMITTED? YES  NO**

**(Tick applicable box)**

B-BBEE Status Level Verification Certificate  B-BBEE Status Level Sworn Affidavit

**WHO WAS THE CERTIFICATE ISSUED BY? (Tick applicable box)**

An Accounting Officer as contemplated in the Close Corporation Act (CCA)?

A verification Agency accredited by the South African National Accreditation System (SANAS)?

A registered Auditor?

**NOTE: A B-BBEE Status Level Certificate/ Sworn Affidavit (For EMEs or QSEs) must be submitted in order to qualify for preference points for B-BBEE**

**Contact details of Bidder's representative:**

Name and Surname .....

Telephone number: Code ..... Number .....

Cellular number: .....

Facsimile number: Code ..... Number .....

e-Mail address: .....

Section B 6: Invitation to Bid

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**Confirmation**

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Are you the accredited representative in South Africa for the services offered by you? **YES / NO**

**Declaration**

I/ We have examined the information provided in your bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are valid for the stipulated period. I/ We confirm the availability of the proposed team members. I/ We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date.

**Signature of Bidder:** .....

Date: .....

Are you duly authorised to commit the Bidder? **YES / NO**

Capacity under which this bid is signed .....

TOTAL BID PRICE (INCLUSIVE OF VAT) R .....

Section B 7: Pricing Schedule

**PRICING SCHEDULE**  
Services  
**Return as Part 8**

|  |
|--|
| NAME OF RESPONDENT: _____  |
| OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF QUOTATION |

| PAR NO               | DESCRIPTION   | QUOTATION PRICE IN RSA CURRENCY   |                      |         |           |         |                     |         |
|----------------------|---|---|----------------------|---------|-----------|---------|---------------------|---------|
| 1                    | The accompanying information must be used for the formulation of proposals.   |   |                      |         |           |         |                     |         |
| 2                    | Respondents are required to indicate a ceiling price based on the total estimated time/fees for completion of all phases and including all expenses for the project | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Amount excluding VAT</td> <td style="width: 30%; text-align: right;">R _____</td> </tr> <tr> <td>VAT @ 15%</td> <td style="text-align: right;">R _____</td> </tr> <tr> <td>Total including VAT</td> <td style="text-align: right;">R _____</td> </tr> </table> | Amount excluding VAT | R _____ | VAT @ 15% | R _____ | Total including VAT | R _____ |
| Amount excluding VAT | R _____   |   |                      |         |           |         |                     |         |
| VAT @ 15%            | R _____   |   |                      |         |           |         |                     |         |
| Total including VAT  | R _____   |   |                      |         |           |         |                     |         |
| 3                    | Period required for commencement with project after acceptance of quotation.  | _____   |                      |         |           |         |                     |         |
| 4                    | Estimated person-days for completion of the project.  | _____   |                      |         |           |         |                     |         |
| 5                    | Are the rates quoted firm for the full period of the contract?  | _____   |                      |         |           |         |                     |         |
| 6                    | If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.                           | _____   |                      |         |           |         |                     |         |



Section B 8: Curriculum Vitae Template

## CV TEMPLATE GUIDELINE

Proposed role in the project: .....

- 1. Family name .....
- 2. First name: .....
- 3. Date of birth: .....
- 4. Nationality .....
- 5. Education

| Institution<br>(Date from - Date to) | Degree(s) or Diploma(s) obtained |
|--------------------------------------|----------------------------------|
|                                      |                                  |
|                                      |                                  |
|                                      |                                  |

- 6. Membership of professional bodies .....
- 7. Other skills (e.g. computer literacy, etc.) .....
- 8. Present position: .....
- 9. Years within the organisation: .....
- 10. Key qualifications (relevant to the project) .....

11. Professional experience

|                             |  |
|-----------------------------|--|
| Date<br>(From – To) (mm/yy) |  |
| Organisation                |  |
| Location                    |  |
| Position                    |  |
| Description of duties       |  |

|                             |  |
|-----------------------------|--|
| Date<br>(From – To) (mm/yy) |  |
| Organisation                |  |
| Location                    |  |
| Position                    |  |
| Description of duties       |  |

- 12. Other relevant information (e.g. Publications) .....
- 13. References .....