



**PART A
INVITATION TO BID**

TURNKEY: Provision of SD-WAN Managed Services for CapeNature					
BID NUMBER:	WCNCB 11/11/2021	CLOSING DATE:	10/12/2021	CLOSING TIME:	11H00 am
DESCRIPTION	CapeNature seeks to appoint a service provider for the provision of a Turnkey solution around software defined wide area network (SDWAN) services which covers all CapeNature offices throughout the Western Cape for a period of thirty-six (36) months.				
COMPULSORY BRIEFING SESSION: Not Applicable					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:					
CapeNature Head Office *Quotation box available from Monday to Friday between 08:30 and 16:00 PGWC Shared Services Centre, 3rd Floor , Cnr Bosduif & Volstruis Streets, Bridgetown, 7764					
*Bid Documents may also be submitted electronically to: tenders@capenature.co.za					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	L Stevens		CONTACT PERSON	L Witten	
TELEPHONE NUMBER	087 087 3227		TELEPHONE NUMBER	087 087 3176	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	lstevens@capenature.co.za		E-MAIL ADDRESS	luwitten@capenature.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					

TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	WCSD REGISTRATION NO.		TCS PIN:	AND CSD No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>				

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 (WCBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH A RESULT SUMMARY PAGE (DOWNLOADED FROM EFILING) TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE. 2.6 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF THE TENDER THAT -

1. The taxes of the successful service provider **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. Application for tax clearance must be done through the Receiver of Revenue office where the service provider is registered for tax purposes. The Receiver of Revenue will then furnish the Supplier with a Tax Clearance Certificate that will be valid for a period of one year from date

of issue.

3. This Tax Clearance Certificate must be submitted in the original together with the tender. Failure to submit the **original** and valid Tax Clearance Certificate **will** invalidate the tender. If a tax clearance certificate was submitted previously to CapeNature please indicate as such.
4. In quotations where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED	YES	NO
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA? FOR THE GOODS/SERVICES OFFERED BY YOU? (IF YES ENCLOSE PROOF)	YES	NO

PART C

PRICING SCHEDULE

Service Providers to provide a detailed Turnkey SDWAN solution proposal to CapeNature. Proposals must take into consideration and include costing for: -

- a Business Internet solution/ option for **42 sites** (as per the site breakdown attached)
- Indicate the SDWAN solution/ proposal and include related infrastructure and equipment costs (must take into consideration Site Readiness Survey (SRS) and Ready for Occupation (RFO) - Space, Power, Aircon, etc.) – of the current solution and environment.
- Provide a cost per site for a primary line as well as a backup line.
- Indicate per site re occurring and non re occurring costs + total monthly re occurring
- Cost for a dedicated internet breakout (minimum 100Mb)
- Hosted PBX/Mobile PBX – 570 users, including number porting.
- Consider a hosted and managed Firewall.

Project Management Costs: -

- Standard Project Management costs per hour (6-month implementation)
- User training costs (train the trainer model, maximum 10 users per group)
- TMS training
- Basic administrator training

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

(This Bid will be adjudicated on the above Grand Total inclusive of VAT, stipulated in the above Pricing Schedule)

PROVINCIAL GOVERNMENT OF WESTERN CAPE

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

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

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

“Bid rigging (or collusive bidding)” occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices, or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors.

“business interest” means —

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

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

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

“employee”, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity.

“entity” means any —

- (a) association of persons, whether incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture, or consortium; or
- (b) sole proprietorship.

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

“Family member” means a person’s —

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

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

“Institution” means – a provincial department or provincial public entity listed in Schedule 3C of the Act.

“Provincial Government Western Cape (PGWC)” means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity.

“RWOPS” means — Remunerative Work Outside the Public Service

“spouse” means a person’s —

- (a) partner in marriage or civil union according to legislation.
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:

- (i) resigned as an employee of the government institution or.
- (ii) cease conducting business with an organ of state or.
- (iii) resign as a director/ shareholder/ owner/ member of an entity that conducts business with an organ of state.

5. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, if the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.

6. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution’s supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.

7. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:

- a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
10. 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.

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

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

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

C2. Table C

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

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT / ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector? NO YES

C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? NO YES

(To access this Register, enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.)

C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury? NO YES N/A

C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)? NO YES

C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? NO YES

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

I,hereby swear/affirm.

- i. that the information disclosed above is true and accurate.
- ii. that I understand the content of the document.
- iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement, or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.
- iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly, or indirectly, to any competitor, prior to the awarding of the contract.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER: ...
- 1.4 Do you want to make an affirmation? ANSWER:

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

..... SIGNATURE FULL NAMES

Commissioner of Oaths

Designation (rank)..... ex officio: Republic of South Africa Date:

.....Place

Business Address:

***If you know of any corrupt, fraudulent, or collusive actions in the Institution,
please report it by calling the National Hotline 0800 701 701***

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 AND CODES OF GOOD PRACTICE

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“Acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“All applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and “tender” is the act of bidding /tendering; ***(Therefore in the context of the 2017 regulations “bidder” and “tenderer” have the same meaning***
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes.
- 1.8 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract.
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state.

- 1.10 “**EME**” is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specification as set out in the tender documents.
- 1.13 “**Large Enterprise**” is any enterprise with an annual total revenue above R50 million.
- 1.14 “**non-firm prices**” means all prices other than “firm” prices.
- 1.15 “**person**” includes a juristic person.
- 1.16 “**price**” includes all applicable taxes less all unconditional discounts.
- 1.17 “**Proof of B-BBEE status level contributor**” means-
- (a) The B-BBEE status level certificate issued by an authorized body or person.
 - (b) An affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.18 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million.
- 1.19 “**Rand value**” means the total estimated value of a contract in Rand, calculated at the time of the tender invitation.
- 1.20 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.21 “**The Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- 1.22 “**The Regulations**” means the Preferential Procurement Regulations, 2017.
- 1.23 “**Total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette on 11 October 2013*.
- 1.24 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person: and

1.25 “trustee” means any person, including the founder of a trust, to whom property is bequeathed for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to all bids:

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

2.2 Preference point system for this bid:

- (a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable: or
- (b) The 80/20 preference point system will be applicable to this tender.

2.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

2.4 The maximum points for this bid are allocated as follows:

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

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

2.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the purchaser.

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Regulation 11 of the Regulations, the bidder obtaining **the highest number of total points** will be awarded the contract.

- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
 - (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 When functionality is part of the evaluation process and two or more bids have scored equal total points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest points for functionality.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Were

- Ps = Points scored for price of bid under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the 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

- 5.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 5.3 A **QSE that is less than 51% (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 5.4 A **QSE that is at least 51% black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 5.5 A **large enterprise** must submit a valid, original, or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 5.6 A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.7 A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 5.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

- 5.9 A tenderer may not be awarded points for B-BBEE status level of contributor if the bid documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.10 A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

8. SUB-CONTRACTING

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

- 8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?
.....

(iii) the B-BBEE status level of the sub-contractor?

- (iv) whether the sub-contractor is an EME or QSE? **YES / NO** *(delete which is not applicable)*

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/ entity:

.....

9.2 VAT registration number:

.....

9.3 Company Registration number:

.....

9.4 *I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:*

- (a) *The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.*
- (b) *As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) *misrepresents or attempts to misrepresent the B-BBEE status of an enterprise.*
 - (ii) *provides false information or misrepresents information to a B-BBEE Verification Professional to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act.*
 - (iii) *provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or*
 - (iv) *engages in a fronting practice.**
- (c) *If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.*
- (d) *Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or if the convicted person is not a natural person to a fine not exceeding 10% of its annual turnover.*
- (e) *The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.*

- (f) *The purchaser may, in addition to any other remedy it may have –*
- (i) *disqualify the person from the bidding process.*
 - (ii) *recover costs, losses or damages it has incurred or suffered because of that person’s conduct.*
 - (iii) *cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation; and*
 - (iv) *forward the matter for criminal prosecution.*

(g) *The information furnished is true and correct.*

(h) *The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.*

SIGNATURE(S) OF THE BIDDER(S):

.....

DATE:

.....

ADDRESS:

.....

.....

.....

WITNESSES:

1.

2.

GENERAL CONDITIONS OF CONTRACT

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 about 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.

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 between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown, or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock 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 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 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 ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning,

provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract 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 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so, required by the purchaser.

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

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

8. Inspections, tests, and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests, and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested, or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the 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 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' 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 the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods.
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods.
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period 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 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 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 destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all 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 like 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 of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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 any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

32. Taxes and duties

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Terms of Reference

1. PURPOSE

To request proposals for the provision of professional services that will include the project management of the migration process, of a well-established service provider incorporated and operating in South Africa with a national presence and extensive service coverage including outlying areas, who will provide to CapeNature a secure, cost effective and highly available software defined wide area network (SDWAN) services covering all CapeNature offices throughout the Western Cape for a period of thirty-six (36) months.

2. BACKGROUND

CapeNature is a Schedule 3C public entity responsible for nature conservation in the Western Cape. It discharges this mandate in terms of Schedule 4 of the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996) which sets out functional areas of concurrent national and provincial legislative competence.

The Entity proactively explores opportunities in technology and innovation to support the biodiversity and conservation management mandates. It is anticipated that the advancements in technology and innovation will enhance the ability of the entity to respond to the challenges of climate change, species loss and management of the conservation estate. Advancements in technology will support the evolution of landscape planning, management, and decision-making processes. CapeNature has adopted, as core to its 5-year strategy, the establishment of the innovation building blocks which will serve as the platform to position the entity to explore new ways of doing business. It is anticipated that this will enhance efficiency and the entity's ability to respond to the growing needs in the landscapes. CapeNature has moved toward making significant progress and improvement where regional connectivity is concerned. Previously regions/ landscapes and Head Office were not connected through any ICT platform.

The current environment has been improved through a network expansion project which now enables connectivity and telephony services to 42 CapeNature sites. This is critical in ensuring

connectivity and access in the current scenario of enabling remote/ work from home situations and the potential need to reallocate staff to other work sites.

SDWAN technology presents an opportunity for CapeNature to move in this direction and to increase the bandwidth and quality of service at a lower cost, and CapeNature will pursue this within the next strategic cycle.

The migration to SDWAN is critical to ensure that in the current context of this pandemic, the ability to provide a stable network is critical and this also provides the base to migrate to the cloud and thereafter integrate and automate as well as provide effective service delivery to the public especially on eco-tourism and access

3. SCOPE AND EXTENT OF WORK

3.1 Key Activities

The key activities expected from the bidders include the following:

- 3.1.1 Conduct and keep records of project meetings in accordance with project plan.
- 3.1.2 Perform pre- and post-installation inspections to verify that installation requirements are met.
- 3.1.3 Co-operate with current service provider and ensure a smooth transition to new services.
- 3.1.4 Install devices, provision all IP links and setup the SD-WAN orchestrator, manager and controller including all software licensing.
- 3.1.5 Setup application aware policy driven dynamic routing according to business application requirements supplied by CapeNature.
- 3.1.6 Set up CapeNature QoS as required by CapeNature
- 3.1.7 The successful bidder must maintain a Help Desk with sufficient staff, processes and infrastructure for incident resolution and service level management. Fault Reporting and Service Request Logging procedures must be effective and efficient.

3.2 Overview of the MPLS and Internet Connectivity (WAN)

The Wide Area Network (WAN) which connects CapeNature offices and reserves should be made up of links of different sizes and speeds according to the business requirements of each site.

A breakdown of each site and the requirements is attached Annexure A.

3.3 Access Point Name (APN)

Provide a secure reverse billed (corporate) Access Point Name (APN), on at least one South African major cellular network provider but preferably on two. A portal must be provided for the provisioning and management of SIM cards connecting to the APN. A monthly data bundle of 500 Gigabytes with at least one month's data bundle carry over should be supplied on the APN together with 100 SIM cards. In the case that two APNs are provided there should be an equal split in terms of the data bundle and the SIM card allocations.

3.4 SD-WAN Services (Management and Orchestration)

The majority of CapeNature's applications run from the Head Office data centre. The SD-WAN service must be managed by the successful bidder who will be responsible for all aspects of the solution configuration, maintenance, licensing, troubleshooting and upgrades. CapeNature must be given access to manage policy templates, view application performance and to generate performance and security reports.

3.5 The solution provided

The solution provided should be centrally managed by an SD-WAN controller for device management of all SD-WAN edge devices and provide the following key capabilities at a minimum:

3.5.1 Real-time traffic analysis and analytics to provide insight into the volumes and types of traffic utilising the bandwidth for a particular time snapshot.

3.5.2 Centralised Policy enforcement for security and the provisioning of new sites, including zero touch deployment for new branch devices.

3.5.3 The solution must be able to collect and aggregate traffic statistics for all WAN paths. Traffic statistics include path utilization, application specific utilization and path performance.

3.5.4 The solution must support device health monitoring for all the devices within the solution scope

3.5.5 The solution must have the capability to generate detailed and granular Traffic, Firewall and Application reports to branch level.

3.6 Applications and Policy

CapeNature's applications are central to supporting the daily business operations and therefore the SD-WAN policies need to be setup to classify and assign the correct priority. The successful bidder will work with CapeNature to design and implement the correct application priorities and QoS parameters to be activated on the SD-WAN.

4. EXPECTED PROJECT DELIVERABLES

4.1 Project Implementation Plan

The bidder must provide a comprehensive Project Implementation Plan which must include, but not be limited to the following:

- 4.1.1 Detailed Project Plan including milestones and project phases
- 4.1.2 Risk Management Plan and risk register that will address risks associated with scope, quality, schedule, and cost.
- 4.1.3 Clear and proven Project methodology.
- 4.1.4 Proposed WAN underlay and Proposed SDWAN Overlay
- 4.1.5 Project Resource Plan that describes the key resources who will be assigned to the project including the Project manager and Project manager's certification.
- 4.1.6 A Service Transition Plan to ensure that there are no disruptions during the changeover phase between service providers if applicable covering a maximum period of eight (8) weeks.
- 4.1.7 Change control processes and roll-back plans.
- 4.1.8 Preliminary information gathering such as sites visits and site surveys and infrastructure assessments.
- 4.1.9 Service continuity obligation to provide support for the smooth transition to new network.

4.2 Reporting Requirements

The key reporting requirements expected from the bidders include the following:

- 4.2.1 Provide a transition phase closeout report (according to the Service Transition Plan).
- 4.2.2 Provide monthly service reports, service review reports and ad-hoc reports as and when required which may include weekly, monthly, quarterly reports.
- 4.2.3 Maintain accurate project and contract record for auditing purposes for the duration of the contract.

4.3 ICASA Licensing and ISPA Certification

The bidder is required to provide the following documentation:

- 4.3.1 In the case of the bidder being a telecommunications company, they must provide proof of valid licensing with the Independent Communications Authority of South Africa (ICASA).

- 4.3.2 In the case where the bidder is not a telecommunications company, they must provide proof of valid membership of the Internet Service Provider Association of South Africa (ISPA), which must be in good standing. It is further required for such a bidder, that if any of their infrastructure at any point connects to a telecommunications company's infrastructure, that the dependent telecommunication company's valid ICASA license be produced.
- 4.3.3 All networking devices used in the provision of the envisaged services must be duly certified by ICASA for use in the Republic of South Africa.

5. DURATION OF PROJECT

The project must be completed within 6 months after the signing of the Service Level Agreement by both parties.

6. COSTING

A comprehensive budget/ breakdown must be provided inclusive of all disbursement costs, expenses, and VAT.

7. SPECIAL CONDITIONS OF CONTRACT

- 8.1 CapeNature reserves the right to reject any proposal found to be inadequate or non-compliant to the Scope of the Terms of Reference.
- 8.2 The Bidder may not intend to assign, in whole or in part, any of its obligations to perform in terms of the contract to any third party, unless disclosed and prior consent is obtained in writing.
- 8.3 A bidder may not intend to cede his right to payment in terms of a contract to a third party without prior written consent.
- 8.4 CapeNature may reject bid if doesn't comply with the instruction of submission of the proposal referred to above.

8. EVALUATION CRITERIA

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

- (i) **Pre-qualification - Phase 1**
- The bidders will be evaluated on the pre-qualification criteria.
 - Bidders who do not meet these criteria's will not be evaluated further.

(ii) **Paper-based Technical Evaluation – Phase 2**

- The tender submission will be technically evaluated out of a maximum of 120 points based on the bidder's paper-based submission.
- A minimum threshold of 100 points out of the 120 has been set
- Only bidders achieving 100 points minimum threshold will qualify to be evaluated for Phase 3.

(iii) **Supplier Presentations - Phase 3**

- Shortlisted bidders will be required to present the proposed solution, technology and implementation plan including timelines.

(iv) **Price and Preference – Phase 4**

- All bidders meeting the set threshold will qualify to be further evaluated on PPPFA scoring

Technical Evaluation Criteria

Allocation of points on functional and technical evaluation will be to criteria within the following framework:

Pre-qualification - Phase 1:

The following is the pre-qualifying criteria that are applicable to this tender, any bidder who does not meet them will be disqualified and shall not be evaluated further

No.	Qualification criteria	Supporting Documents Required	Reference page	Remarks
1	The Bidder must have at least three years' experience in supplying, installing, commissioning and managing of SD-WAN solutions and must have implemented SD-WAN in two institutions in the last 1 calendar year. The Bidder (Service Provider) must also have delivered MPLS VPN or managed broadband link or combination of both Link connectivity at least to 50 sites across South Africa.	2 Client letters from the previous clients where these services have been successfully completed within the predefined period. Letters are to be dated with Client letterhead and authorised signatory.		
2	The Bidder must have their own Network Operation Centre (NOC) existence in South Africa for at least three years.	Letter in a company's letter head confirming existence of the NOC from the bidder duly signed by authorized signatory, dated.		
3	Bidder must have Service support centres managed by own staff in at least 10 locations in South Africa covering all the locations of CapeNature where onsite support is required	The bidder's support centres containing Office Address, Telephone nos., and contact person to be submitted. Certification / Undertaking on company's letter head from the bidder duly signed by		

No.	Qualification criteria	Supporting Documents Required	Reference page	Remarks
		authorized signatory with company seal.		
4	The Bidder must provide proof of ICASA Certification for MPLS infrastructure and if applicable any partnership arrangement must be proven where ICASA certification is not issued directly to the Bidder.	A valid ICASA Certificate to be provided OR proof of valid membership of the Internet Service Provider Association of South Africa (ISPA), which must be in good standing.		

Paper-Based Technical Evaluation – Phase 2

No.	Technical Evaluation	Mark Allocation	Compliance Y/N	Bidder page reference and page number
1	<p>Networking</p> <p>Networking - The bidder is required to demonstrate networking certification which is valid and current from a legitimate vendor through the provision of one networking certificate which indicates the highest level of certification.</p> <ul style="list-style-type: none"> - Partnership: Advanced Level - 15 Points - Partnership: Intermediate Level - 10 Points - Partnership: Entry Level - 5 Points 	15		
2	<p>Security</p> <p>The bidder is required to provide legitimate Firewall Security Certification.</p> <ul style="list-style-type: none"> - Advanced Certification - 15 Points - Intermediate Certification - 5 Points - Entry Certification - 0 Points 	15		
3	<p>Technical Resources</p> <p>The bidder is required to provide detailed Curriculum Vitae (CV) of key technical staff that will be assigned to this project with defined roles.</p> <ul style="list-style-type: none"> a) Specify by means of an organogram, which needs to be attached, the structure and key technical staff which will be allocated to CapeNature. – 5 Points b) CV's Provided for all key technical staff (Minus 1 point for each CV not provided) – 8 Points c) CVs should demonstrate the following minimum skills of technical staff being recommended for this project: -Total 4 Points <ul style="list-style-type: none"> - Please attach certified Solutions Architect on vendor networking devices (CCDP or equivalent); 	20		

No.	Technical Evaluation	Mark Allocation	Compliance Y/N	Bidder page reference and page number						
	<p>d) Please provide post certification experience working on projects of a similar nature, scope, size and scale in planning, installation, configuration and supporting of MPLS/VPN/WAN and ISP Services.</p> <ul style="list-style-type: none"> - 5 years or more experience provided – 3 Points - <i>Less than 5 years' experience provided - 0 Points</i> 									
4	<p>Project Manager The bidder is required to provide the detailed Curriculum Vitae of the Project Manager(s) who will be assigned to the project who has acquired the following certification and skills:</p> <ul style="list-style-type: none"> - Post Certification Experience in the management of projects of a similar nature, scope, size and scale in planning, installation, configuration and supporting of SD WAN technology and ISP Services. <p>a) Provide CV of Project Manager (s) – 5 Points b) Provided PMP Certificate – 5 Points c) Post Certification Experience – 10 Points</p> <table border="1" data-bbox="304 1149 943 1355"> <tr> <td>5+ Years Post Certification Experience</td> <td>10 Points</td> </tr> <tr> <td>3-5 Years Post Certification Experience</td> <td>5 Points</td> </tr> <tr> <td>0-3 Years Post Certification Experience</td> <td>0 Points</td> </tr> </table>	5+ Years Post Certification Experience	10 Points	3-5 Years Post Certification Experience	5 Points	0-3 Years Post Certification Experience	0 Points	20		
5+ Years Post Certification Experience	10 Points									
3-5 Years Post Certification Experience	5 Points									
0-3 Years Post Certification Experience	0 Points									
5	<p>Experience and Track Record To prove experience and understanding of the scope, size, and scale of this project for MPLS/VPN/WAN and ISP Services, the bidder is required to provide a minimum of three (3) detailed case studies of same/ similar projects successfully implemented.</p> <table border="1" data-bbox="252 1628 943 1998"> <tr> <td>Requirements fully met: Has successfully implemented all services of same, size and scale and has adequately experience in SD WAN technology and ISP Services contained in three separate detailed case studies and references fully met verification requirements.</td> <td>10 Points</td> </tr> <tr> <td>Requirements partially met: Has not implemented projects on same size and scale comprising of all the</td> <td>5 Points</td> </tr> </table>	Requirements fully met: Has successfully implemented all services of same, size and scale and has adequately experience in SD WAN technology and ISP Services contained in three separate detailed case studies and references fully met verification requirements.	10 Points	Requirements partially met: Has not implemented projects on same size and scale comprising of all the	5 Points	10				
Requirements fully met: Has successfully implemented all services of same, size and scale and has adequately experience in SD WAN technology and ISP Services contained in three separate detailed case studies and references fully met verification requirements.	10 Points									
Requirements partially met: Has not implemented projects on same size and scale comprising of all the	5 Points									

No.	Technical Evaluation	Mark Allocation	Compliance Y/N	Bidder page reference and page number				
	<p>elements of SD WAN technology and ISP services and/or two case studies presented and/ or partial reference verification proven.</p> <p>Requirements not met: Has not presented evidence of relevant experience in SD WAN technology and/ or one case study presented and/ or partial and/ or no reference verification could be proven.</p>							
6	<p>Company Experience A minimum of ten (10) years' company experience working in the industry must be proven through the provision of the company's profile, which covers the history of the organisation's services to date, spanning the full ten (10) year period.</p> <table border="1" data-bbox="252 920 938 1189"> <tr> <td data-bbox="252 920 778 1055">Fully Met: Company profile provided spanning ten (10) years' experience in the industry</td> <td data-bbox="778 920 938 1055">10 Points</td> </tr> <tr> <td data-bbox="252 1055 778 1189">Not Met: Company profile provided with less than 10 years' experience in the industry</td> <td data-bbox="778 1055 938 1189">0 Points</td> </tr> </table>	Fully Met: Company profile provided spanning ten (10) years' experience in the industry	10 Points	Not Met: Company profile provided with less than 10 years' experience in the industry	0 Points	10		
Fully Met: Company profile provided spanning ten (10) years' experience in the industry	10 Points							
Not Met: Company profile provided with less than 10 years' experience in the industry	0 Points							
8	<p>Project Methodology</p> <p>Provide the overview of the project management methodology to be used and the phases included in the methodology in line with the delivery of this project Methodology provided – 10 Points</p> <p>Detailed Project Plan on how these systems will be implemented. A detailed project implementation plan (including but not limited to Gantt Charts, Work Breakdown Structure (WBS), Resource Allocation, Timelines and Critical Path) with respect to operational readiness within an eight (8) week period must be provided.</p> <ul style="list-style-type: none"> (i) A good project plan presented is fully detailed and aligned to requirements, included timeframe – 10 Points (ii) An average project plan presented partially meets requirements – 3 Points (iii) Poor project plan presented does not meet requirements – 0 Points 	20						
9	Service Levels Agreement (SLA)	10						

No.	Technical Evaluation	Mark Allocation	Compliance Y/N	Bidder page reference and page number
	A proposed draft Service Level Agreement to be provided. (i) SLA Meets the CapeNature requirements – 10 Points (ii) SLA Partially meets the CapeNature requirements – 5 Points (iii) SLA does not meet the CapeNature requirements – 0 Points			
	Total Points	110		

The minimum required points for the bidder to be considered for phase 3 is 110 points. Any bidder that scores below the minimum threshold points of 110 points will be regarded as non-responsive and therefore disqualified.

VERY IMPORTANT: Technical documents must be arranged in sequence of the above criteria in a pack with clearly marked sections according to the headings listed above.

Supplier Presentations – Phase 3

No.	Evaluation	Criteria	Score
1	Suppliers Presentation	1. Demonstrate the overall proposed technical solution – 5 points	5
		2. Demonstrated transition and implementation plan – 5 points	5
		3. Demonstrated enhanced capabilities and innovations aligned to CapeNature future digital requirements – 5 points	5
		4. Demonstrated reporting and deployment capabilities – 10 points	10
		5. Demonstrated technical support model – 5 points	5
		6. Demonstrated value-added services – 5 points	5
Total Points - A bidder must obtain a minimum of 25 points to qualify for the short-list. To enable CapeNature to evaluate the entity on the above criteria, please ensure that adequate documentation is attached			35

Price and Preference – Phase 4

The following preference point systems are applicable to all bids whereby preference points shall be awarded for Price; and B-BBEE Status Level of Contribution.

- the 80/20 Preference Point
- The lowest acceptable tender will be used to determine the applicable preference point system.

1. SUPPLY CHAIN CONDITIONS

- Late quotations will not be accepted as it will disqualify/invalidate your quote
- All quotations must be submitted on the official forms – (not to be re-typed)
- CapeNature reserves the right not to award this quotation
- Bidders must submit a valid Tax Clearance Pin for validation of compliance.
- Bidders must provide a BBBEE certificate when claiming for preferential points.
- Government Condition of contract (GCC) will also apply to this quote.
- Bidders must be registered on both the WCSEB (Western Cape Supplier Evidence Bank and the CSD (Central Supplier Database) prior to award.