

Bid No.	USAF – POINC/03/2019	
Bid Description:	FOR THE APPOINTMENT OF LOCAL INSTALLERS AND LOCAL INSTALLER COMPANIES TO CONDUCT DIRECT – TO – HOME (DTH) SATELLITE, DIGITAL TERRESTRIAL TELEVISION (DTT) SET – TOP – BOXES (STB) AND ALL THE RELATED ACCESSORIES INSTALLATIONS TO QUALIFYING HOUSEHOLDS IN THE NORTHERN CAPE PROVINCE	
Bid Procedures:	Name:	Phumi Mtimkulu
	Telephone No:	011 564 1600
	Email address:	phumi@usaasa.org.za
Technical Requirements Enquiries:	Email address:	installers@usaasa.org.za
Bid Briefing Session:	NB: THERE IS NO BRIEFING SESSION FOR THIS BID. ALL TECHNICAL QUERIES PERTAINING TO THIS BID INVITATION MUST BE SENT TO THE FOLLOWING EMAIL ADDRESS : installers@usaasa.org.za	
Closing Time and Date for Bid Submission and Venue:	11h00 (Telkom Time), 28 November 2019 at USAASA Head Office in Midrand.	
Condition:	Bids received after the closing time and date will not to be accepted for consideration. Bids should be in a sealed envelope or box clearly marked with the above bidding company, bid number, bid description and addressed to USAASA SCM Office.	
Delivery address for hand delivery and delivery by courier services:	USAASA Building 1, Thornhill Office Park 94 Bekker Road Vorna Valley, Midrand 1686	
Postal Address for delivery via registered mail:	USAASA PO Box 12601 Vorna Valley 1686	
Conditions for delivery of bids:	Bidders must ensure that their bids are delivered timeously to the correct address and directly to the bid box. Bidders who choose to submit their bids via courier services must ensure that their bids are couriered and delivered at USAASA's Office by 28 November 2019 before 11h00 Telkom Time. Bidders who choose to submit their bids via postal services must use registered mail and must ensure that their bids are posted in time for collection by USAASA at the Post Office no later than 28 November 2019 before 11h00 Telkom Time. USAASA will not take any responsibility for late mailed/couriered bids. The bid box is open from Monday to Friday – 08h00 to 16h30.	

NB: THE NATIONAL TREASURY SCM INSTRUCTION NOTE NO 4A OF 2016/17 STATE THAT BIDS MAY ONLY BE AWARDED TO SUPPLIERS AFTER VERIFYING THAT THEY ARE REGISTERED AS PROSPECTIVE SUPPLIERS ON THE CENTRAL SUPPLIER DATABASE (CSD). IN ORDER FOR USAASA TO VERIFY YOUR COMPANY'S REGISTRATION WITH CENTRAL SUPPLIER DATABASE (CSD) PLEASE PROVIDE THE FOLLOWING INFORMATION:

CSD SUPPLIER NUMBER:

UNIQUE REGISTRATION REFERENCE NUMBER:

(NB: ATTACH A COPY OF CSD REGISTRATION REPORT)

- The SBD 1 and all other application forms attached as Part 4 must be completed and signed in the original that is in ink.
- Forms with photocopied signatures or other such reproduction of signatures will be rejected.

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DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition, the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

USAASA	Means The Universal Service and Access Agency of South Africa
Invitation to bid	means this invitation to bid comprising <ul style="list-style-type: none"> o The cover page and the table of content and definitions o Part 1 which details the Conditions of Bid; o Part 2 special instructions and notices to bidders regarding the completion of bidding document and Authority to sign a bid; o Part 3 which details the Terms of Reference relating to the service o Part 4 which contains all the requisite bid forms and certificates; As read with GCC – General Conditions of Contract
Services	means the services defined on the cover page of this invitation to bid and described in detail in the Terms of Reference;
Specifications /Terms of Reference	means the specifications or terms contained in Part 3 of this invitation to bid;

INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)					
BID NUMBER:	USAF – POINC/03/2019	CLOSING DATE:	28 NOVEMBER 2019	CLOSING TIME:	11:00
DESCRIPTION	FOR THE APPOINTMENT OF LOCAL INSTALLERS AND LOCAL INSTALLER COMPANIES TO CONDUCT DIRECT – TO – HOME (DTH) SATELLITE, DIGITAL TERRESTRIAL TELEVISION (DTT) SET – TOP – BOXES (STB) AND ALL THE RELATED ACCESSORIES INSTALLATIONS TO QUALIFYING HOUSEHOLDS IN THE NORTHERN CAPE PROVINCE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.2)					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
USAASA HEAD OFFICE					
94 Bekker Road , Building 1					
Thornhill Office Park					
Midrand, 1686					
BIDDER (SERVICE PROVIDER) INFORMATION					
NAME OF BIDDER					
CONTACT PERSON					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] Yes <input type="checkbox"/> No <input type="checkbox"/>		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] Yes <input type="checkbox"/> No <input type="checkbox"/>	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> [IF YES ENCLOSE PROOF]	No <input type="checkbox"/>	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES/WORKS OFFERED?	Yes <input type="checkbox"/> [IF YES ANSWER PART B:3 BELOW]	No <input type="checkbox"/>
SIGNATURE OF BIDDER					
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of					
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	USAASA	CONTACT PERSON	Phumi Mtimkulu		
CONTACT PERSON	Phumi Mtimkulu	E-MAIL ADDRESS	phumi@usaasa.org.za		
TELEPHONE NUMBER	011 564 1600				
E-MAIL ADDRESS	phumi@usaasa.org.za				

ADMINISTRATIVE CONDITIONS FOR BIDDING

1.	BID SUBMISSION:	<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2.	TAX COMPLIANCE REQUIREMENTS	<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 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 WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

PART 1
Conditions of Bid

1. OFFER AND SPECIAL CONDITIONS

- 1.1. Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD1) and requisite bid forms attached as (Part 4) with its bid. Bidders must take careful note of the special conditions.
- 1.2. **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed and signed where required.**
- 1.3. In the event that any form provided in this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

2. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BID PROPOSALS

- 2.1. The closing date and time for the receipt of bid proposals in response to this invitation to bid is detailed on the cover page of this invitation to bid.
- 2.2. All bids must be submitted in a sealed envelope or box bearing the bidding company name, bid number, bid description and closing date and addressed to the SCM Office.
- 2.3. All bids must be deposited in the bid box before the stipulated closing time and date, at the address detailed on the cover page of this invitation to bid.

3. ENQUIRIES

Should any bidder have any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid in writing.

4. PRICING

- 4.1. The bidder(s) must duly complete and submit SDB 3.3 using the predetermined price of **R456 (VAT included) for DTT STB installations and R406 (VAT included) for DTH STB installations** together with the bid proposal.
- 4.2. Pricing must be stipulated **INCLUSIVE OF VALUE ADDED TAX.**

5. DECLARATION OF INTEREST

The bidder should submit a duly completed and signed declaration of interest (SBD 4) together with the Bid proposal. The declaration of interest is attached as Part 4 –Annexure D.

6. PREFERENTIAL POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2017

The bidder must complete the preferential points claim form (SBD 6.1) and sign accordingly to submit with the bid proposal. The preferential points claim form is attached as Part 4 –Annexure E.

7. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices (SBD 8) is attached as Part 4 –Annexure F

8. CERTIFICATE OF INDEPENDENT BID DETERMINATION

The bidder must complete the certificate of independent bid determination and sign accordingly to submit with the bid. The certificate of independent bid determination (SBD 9) is attached as Part 4 – Annexure G

9. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid.

10. CONSORTIUM/ JOINT VENTURE

10.1. It is recognized that bidders may wish to form consortia to provide the Services.

10.2. A bid in response to this invitation to bid by a consortium shall comply with the following requirements: -

10.2.1. It shall be signed so as to be legally binding on all consortium members;

10.2.2. One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

10.2.3. The lead member shall be the only authorized party to make legal statements, communicate with USAASA and receive instructions for and on behalf of any and all the members of the consortium;

10.2.4. A copy of the agreement entered into by the consortium members shall be submitted with the bid;

10.2.5. The lead member must comply with all the requirements of the bid;

10.2.6. Preference points will be only awarded when a consolidated BBBEE Certificate is submitted.

11. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **(120)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

12. ACCEPTANCE OF BIDS

USAASA does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of USAASA.

13. NO RIGHTS OR CLAIMS

13.1. Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against

USAASA.

13.2. USAASA reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

13.3. USAASA nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

14. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

14.1. The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" basis with the approval of USAASA's delegated authority.

14.2. In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

15. ACCURACY OF INFORMATION

15.1. The information contained in the invitation to bid has been prepared in good faith. USAASA nor any of its respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

15.2. This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

15.3. The premises of the bidder/bidders should be made available at all reasonable hours for inspection by the representatives of USAASA. This will be done in order to confirm any information provided by the bidder(s).

16. COMPETITION

16.3. Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

- 16.4. In general, the attention of bidders is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 16.5. If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they are encouraged to discuss their position with the competition authorities before submitting a response.
- 16.6. Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

17. RESERVATION OF RIGHTS

- 17.3. Without limitation to any other rights of USAASA (whether otherwise reserved in this invitation to bid or under law), USAASA expressly reserves the right to: -
- 17.3.1. Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
 - 17.3.2. Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
 - 17.3.3. Reject all responses submitted by bidders and to embark on a new bid process;
 - 17.3.4. USAASA may request the shortlisted bidders to present their proposals to the Bid Committee;
 - 17.3.5. To verify information provided for references to claim points;
 - 17.3.6. To disqualify any tender/bidder who misrepresented information to claim points;
 - 17.3.7. USAASA reserve the right to award this tender to more than one bidder; and
 - 17.3.8. USAASA reserves the right to reproduce information from, copy and / or distribute such outcomes and deliverables without the prior consent of and / or reference to the service provider.

PART 2
**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION
OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, USAASA SUPPLY CHAIN MANAGEMENT POLICY 2015, PREFERENTIAL PROCUREMENT REGULATIONS 2017 AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the standard bidding documents (SBD's) be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. The bidder must submit one (1) original technical/functional bid proposal document and four (4) copies which include the predetermined pricing.
5. Bids submitted must be complete in all respects.
6. Bidders are required to respond to all aspects of the evaluation criteria in the same sequence as the evaluation criteria. Any bidder who responds partly to the evaluation criteria may be rendered as non-responsive.
7. Bids shall be submitted at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
8. Each bid shall be addressed in accordance with the directives in the bid documents and shall be submitted in a sealed envelope or box, with the name and address of the bidder, the bid number and closing date indicated on the envelope or date and addressed to the SCM Office. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
9. A specific tender box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
10. No bid sent through the post or courier will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
11. No bid submitted by any electronic means will be considered.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited.
14. The names of bidder will be read out in public after the closing time of the invitation to bid.

FAILURE TO COMPLY WITH THE ABOVE MENTIONED INSTRUCTIONS MAY LEAD TO YOU BID BEING REJECTED



Universal Service and Access Agency of South Africa

PART 3 – TERMS OF REFERENCE

FOR THE APPOINTMENT OF LOCAL INSTALLERS AND LOCAL INSTALLER COMPANIES TO CONDUCT DIRECT – TO – HOME (DTH) SATELLITE, DIGITAL TERRESTRIAL TELEVISION (DTT) SET – TOP – BOXES (STB) AND ALL THE RELATED ACCESSORIES INSTALLATIONS TO QUALIFYING HOUSEHOLDS IN THE NORTHERN CAPE PROVINCE

1. BACKGROUND

- 1.1. The Universal Service and Access Agency of South Africa (“USAASA”) is established in terms of Section 80 of the Electronic Communications Act Number 36 of 2005 (“the ECA”), as amended, as a statutory body with a sole mandate of promoting the goal of universal access and universal service to electronic communications network services (“ECNS”) and electronic communications services (“ECS”).
- 1.2. In accordance with Section 82(5) of the ECA, and amongst other legislative functions, the Agency is required to manage the Universal Service and Access Fund (“USAF”).
- 1.3. In accordance with the BDM Policy and the Scheme of Ownership Support of Set-Top-Box Rollout Framework, the Agency is required to manage the disbursement of STB, Antenna and Installation Subsidies to indigent TV-owning households located throughout the country.
- 1.4. One of the government’s objectives is to create an enabling environment for local economic development and in line with this objective, the broadcast digital migration program thus encourages local SMME’s to participate in its execution by responding to the request for proposal.
- 1.5. The realization of this national objective will be fulfilled by directly appointing installers at local level.
- 1.6. The invitation to bid is limited to the Northern Cape Province, only Local Installer Companies¹ operating in the Northern Cape Province should submit bid proposals. A letter signed by the ward counsellor (on the Northern Cape Provinces letterhead) confirming that the installer/s is locally based must be submitted with the bid proposal.

2. INVITATION

- 2.1. In the interest of fulfilling its role (within the BDM programme) of disbursing STB, Antenna and Installation subsidies to indigent TV-owning households and ensure successful migration of the country to the digital signal, USAASA is working in collaboration with SAPO and will also identify other key stakeholders to ensure that the entire programme is effectively and efficiently managed.
- 2.2. As indicated in 1.3, 1.4 and 1.5 above, the Agency seeks to appoint Local Installer Companies based in the Northern Cape Province to install and commission the Set-Top boxes for DTH and DTT including the relevant accessories.
- 2.3. Therefore, interested Local Installer Companies that meet all the set criteria are invited to apply and submit their proposals as required in the scope below:
 - 2.3.1. The Local Installer Company may be a sole proprietor or a registered company with a valid tax clearance certificate and be registered on the National Treasury Central Supplier Database (**CSD**).
 - 2.3.2. Your base of operations must be located in a reasonable distance to the South African Post Office (SAPO) Branch in the Northern Cape Province as indicated in “**Annexure A**”.

¹ Local installer company means a registered company or a sole proprietor
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2.4. Bidders are requested to indicate from the list of SAPO branches provided in “**Annexure A**” the area where your operations will be based. The installer company which has national presence must provide proof that their installers are locally based. A letter signed by the ward counsellor (on the Northern Cape Provinces letterhead) confirming that the installer/s is locally based must be submitted with the bid proposal.

2.4.1. The Local Installer Company must indicate how the STB kits will be transported from the SAPO Branch to the qualifying household and back to the SAPO Branch and also indicate the relevant tools and equipment in possession to be used to conduct installations.

2.4.2. The Local Installer Company must demonstrate in the proposal that he/she has acquired relevant experience in doing similar work by providing relevant proof, qualifications, skills and capacity. The statement of commitment to comply with installation specifications.

2.4.3. Confirmation of the following:

2.2.9.1 The physical address and personal or business email address;

2.2.9.2 A dedicated cell phone/mobile number(s);

2.2.9.3 The Bank account details confirmed via a bank stamped form; and

2.2.9.4 A VAT Registration Number for those who are VAT Registered.

3. SCOPE

3.1. The scope of work will include:

3.1.1. **Direct to Home (DTH) Satellite Dish and Set-Top Box (STB) Installation**

3.1.1.1. Assembly and disassembly of satellite dish.

3.1.1.2. Mounting satellite dish with a wall mounted bracket or standalone metal pole of not less than 3 meters above the ground (where wall's structural integrity may not allow for mounting of satellite dish).

3.1.1.3. Satellite signal direction finding and pointing satellite dish.

3.1.1.4. Connecting of coax cable and fitting of connectors.

3.1.1.5. Indoor user equipment (STB) installation and commissioning, including STB service activation where required.

3.1.1.6. Troubleshooting loss of signal and power supply related problems.

3.1.1.7. Workmanship and safety according to Annexure D.

3.1.1.8. Training of household on the operation of the installed DTH decoder.

3.1.1.9. Completion of installation report in **Annexure D**

3.1.1.10. Provide post-installation first line support to household for the first 12 months after installation.

3.1.2. Digital Terrestrial Television (DTT) Antenna and Set-Top Box (STB) Installation

- 3.1.2.1. Assembly and disassembly of outdoor antenna.
- 3.1.2.2. Mounting outdoor antenna with a wall mounted bracket and standalone metal pole of not less than 3 meters above the ground (where wall's structural integrity may not allow for mounting of antennae)
- 3.1.2.3. Terrestrial signal direction finding and pointing of antenna.
- 3.1.2.4. Connecting of coax cable and fitting of connectors.
- 3.1.2.5. Indoor user equipment (STB) installation and commissioning.
- 3.1.2.6. Troubleshooting loss of signal and power supply related problems.
- 3.1.2.7. Workmanship and safety according to Annexure D.
- 3.1.2.8. Training of household on the operation of the installed DTT decoder.
- 3.1.2.9. Completion of installation report in **Annexure D**.
- 3.1.2.10. Provide post-installation first line support to household for the first 12 months after installation.

3.1.3. Logistics and insurance

- 3.1.3.1. Upon approval of the application for the Set Top Box and the issue thereof, SAPO will keep personal details including the South African Identity Number of the qualifying applicant so that those personal details could be attached to the STB kit allocated.
- 3.1.3.2. The SAPO Branch will assign the Local Installer Company through SMS and email of any installation(s) that need to be conducted in a particular area using any of the following scenarios:
 - 3.1.3.2.1 In the event that the registered STB kit has been collected by the registered household, the Local Installer Company will be informed via SMS and email (summary of assigned installations) to contact the household to arrange for the installation. The registered household will also in this regard be notified of the assigned installer's name.
 - 3.1.3.2.2 The assigned Local Installer Company will where necessary be informed to arrange for the collection of the assigned STB kits in bulk from the nearest post office branch. A maximum of twenty (20) STB kits will be issued via the bulk delivery process to the assigned Local Installer Company with a proof of delivery document. In instances where the installer company has subcontracted installers then the local installer company must distribute the collected STBs to its subcontractors to expedite installations. (See Annexure C example of POD). The installer must verify that the STB kit is complete on collection.
 - 3.1.3.3 The assigned Local Installer Company must deliver the individually assigned STB kit (allocated as per 3.1.3.2.2) where received in bulk to the assigned needy household. The customer detail which includes the unique customer reference number will be written on the assigned STB equipment. The Local Installer Company must ensure that the STB kit is installed in the assigned household bearing the name and address of the householder appearing in the Kit box, Proof of Delivery or package. No payment will be made for installations made at the wrong household.

3.1.3.4 In the case where two STB kits has been issued to two different members of the same qualifying household to the assigned installer(s), the assigned installer must only install one STB kit if not installed yet and return the excess STB kit to his/her local Post Office branch as an un-installed STB kit.

3.1.3.5 The assigned Local Installer Company must have and provide adequate and secured local storage for the safe-guarding of the STB kit equipment that have been collected in bulk from SAPO for installation such as the set-top boxes, antennae, satellite dishes, and the relevant installation material.

3.1.3.6 The set-top boxes issued via the assigned Local Installer Company are insured against theft and damage by SAPO and a claim form as per **Annexure B** which must be accompanied by the South African Police Case Number must be filled and submitted to SAPO via USAASA within 48 hours after the incident occurred. The following terms and conditions will apply:

3.1.3.6.1 An excess amount to be paid by the Local Installer Company per lost STB equipment. The following excess payment sliding scale table will apply:

Number of incidents	Excess amount payable by the Local Installer Company per lost STB	Excess amount payable by the Local Installer Company per lost DTT antenna	Excess amount payable by the Local Installer Company per lost DTH satellite dish set
1 st incident	R100	R20	R50
2 nd incident	R150	R40	R100
3 rd incident	R200	R60	R150

3.1.3.6.2 After the 3rd reported loss and / or damage incident, the applicable Local Installer Company`s contract will be terminated.

3.1.3.6.3 All excess amounts due by the Local Installer Company to SAPO, to be deducted by SAPO from Local Installer Company's installation fee and excess amount be transferred to the insurer.

3.1.4 Exchanges of STB kits

3.1.4.1 Applicant and or assigned Local Installer Company to contact DTT Call Centre for all STB equipment changes/replacements as a result of the following:

3.1.4.1.1 Faulty STB equipment

3.1.4.1.2 Incomplete STB equipment issued.

3.1.4.1.3 Incorrect STB equipment issued by SAPO.

3.1.4.2 No exchange of STB equipment shall take place if the serial number is removed or tampered with.

3.1.4.3 The DTT Call centre to issue authority number for all STB equipment changes. The DTT Call centre to indicate the reason and type of STB equipment to be exchanged.

3.1.4.4 SAPO to arrange for exchange of STB equipment against authority number on the receipt of the faulty/incomplete/incorrect STB equipment from the Applicant and or Installer. The applicant and or Local Installer Company to ensure that all faulty/incomplete/incorrect STB equipment must be returned in its original packaging for exchange and or replacement.

4. REQUIREMENTS FROM BIDDERS

4.1. Bidders are required to show the following in their submissions:

4.1.1. Local Installer Companies

4.1.1.1. The number of certified/accredited local installer's in their employ, in each area, as highlighted in **Annexure A**.

4.1.1.2. The Local Installer Company must commit to conducting a minimum of 6 installations in a given day.

4.1.2. Quality Control

4.1.2.1. The steps taken by the Local Installer Company to ensure high levels of quality for each installation.

4.1.2.2. The quality guarantee provided for each installation, may not be less than a period of 12 months from date of installation or re-installation

4.1.2.3. The Local Installer Company must equip its installer/s with an identification card which must be worn at all times when collecting, installing and redeeming STB kits and vouchers. The identification card, which will be issued by USAASA, must bear the name and contact details of the installer and USAASA and further include the following information:

- (a) Personal details (including ID number with a photo) of the local installer;
- (b) Accreditation number of the local installer/s; and
- (c) Area of operation.

4.1.2.4. If an identification card is not presented by the local installer, then no collection or redemptions will be transacted.

4.1.2.5. The installer must leave their contact details with the household on completion of the installation.

4.1.3. Processes

4.1.3.1. The Local Installer Company will be assigned to the nearest local post office branch.

4.1.3.2. The Local Installer Company will be notified via SMS and e-mail summarising the allocated installations assigned.

4.1.3.3. The processes that will be undertaken by the installers to complete an installation, from receiving an instruction to perform installation to completing the installation at the recipient's household, should take place within a maximum period of three (3) working days.

- 4.1.3.4. The processes that will be undertaken by the Local Installer Companies to redeem after installation will be a maximum of five (5) days after installation.
- 4.1.3.5. All STB kit equipment issued will be in sealed packaging and must **only** be opened by the installer after identifying the assigned ID number, household and signal strength.
- 4.1.3.6. After completed installation of the issued STB kits, the Proof of Delivery document (See **Annexure C** for example of POD) with the signed Installation Redemptions vouchers to be returned to the post office for redemption. The installation redemption voucher must include the signature of the local representative (as will be determined by USAASA) certifying that the installation has been successfully completed. Failure to adhere to the signed-off documents will result in non-payment.
- 4.1.3.7. Where STB Kits could not be installed due to the reasons such as, applicant not found, applicant deceased, applicant relocated, and applicant does not require installation, etc., the STB Kits must be returned in their **original sealed packaging** to the issuing post office branch with the issued proof of delivery document including the reason codes.
- 4.1.3.8. Installations will be verified by an appointed USAASA representative before payment is made. It is therefore the responsibility of the installer to ensure quality and functional installations as well as to comply with all the required documentation, processes and requirements to ensure timeous payment. The Local Installer Company must provide proof in the form of a photo of the installations and the co-ordinates of the household.

5. BID CONDITIONS

5.1. Acceptance of the following installation pricing:

5.1.1. Installation of a DTT STB kit: R456 (VAT included) – (purchase and installation of mounting pole and/or standalone pole and material and wall bracket is the responsibility of the local installation company).

5.1.2. Installation of DTH STB kit: R406 (VAT included) – (wall mounting bracket to be supplied by SAPO on behalf of USAASA, where a stand-alone installation pole is required, the purchase and installation of the pole and material is the responsibility of the local installation company).

5.1.3. The bidder must submit a letter of commitment stating that they agree to contract with USAASA for the installations at the above predetermined prices.

5.1.4 Should an Installer Company sub-contract it must indicate in their bid proposal the sub-contracting fee.

5.2 It is a requirement that installations to qualifying households be conducted using local installers.

5.3 USAASA reserves the right not to award, should the bid proposals be inadequate in terms of functionality.

5.4 USAASA reserves the right to withdraw this bid or extend the validity period of this bid before the validity period expires.

5.5 USAASA reserves the right to withdraw and cancel the tender.

- 5.6 USAASA reserves the right to sign and conclude a formal contract with the successful bidder or bidders.
- 5.7 USAASA reserves the right to conduct site inspections.
- 5.7 Only South African companies and citizens will be allowed to participate in this bid.
- 5.9 General conditions of contract will be applicable to this bid.

6. MONITORING AND REPORTING

- 6.1. The contracted Local Installer Company will work closely with the South African Post Office branch, USAASA officials or an appointed USAASA representative in order to ensure proper and effective management of the process.
- 6.2. It is therefore the responsibility of the Local Installer Company to ensure quality and functional installations are conducted and also comply with all the required documentation, processes and requirements to ensure timeous payment.

7. CONTRACT PERIOD

- 7.1. The contract between USAASA and the awarded bidder or bidders shall be for a period to be determined and agreed to between USAASA and the awarded bidder or bidders.

8. PROCEDURE AND DOCUMENT SUBMISSION

- 8.1. All bid proposals must be submitted with the following information, name of bidder, contact person, contact details, postal address, physical address, telephone number, fax number and email address.
- 8.2. All bids must be submitted with the following **Documents**:
 - 8.2.1. Must be registered on the Central Supplier Database.
 - 8.2.2. A valid B-BBEE Certificate and/ or sworn affidavit for Qualifying Small Enterprise (QSE) and Exempted Micro Enterprise (EME's). A template of the sworn affidavit is attached as **Annexure F** to be completed by the bidder and signed by a Commissioner of Oaths

Bidders that do not submit any of the above documents /proof may be disqualified at the pre-evaluations stage.

TIMELINES OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 120 days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on the e-tender portal, Government Tender Bulletin and USAASA Website	08 November 2019
Questions relating to bid from bidder(s)	11 November 2019 to 26 November 2019
Bid closing date	28 November 2019, 11h00 Telkom Time
Notice to bidder(s)	USAASA will endeavour to inform bidders of the progress until conclusion of the tender.

9. INFORMATION REQUEST

9.1. All enquiries must be directed to the following email address:

installers@usaasa.org.za

10. CONTACT AND COMMUNICATION

10.1. A nominated official of the bidder(s) can send enquiries in writing, to the specified person, Phumi Mtimkulu via email phumi@usaasa.org.za or Daisy Maraba via email on daisy@usaasa.org.za.

10.2. The delegated official of USAASA may communicate with Bidder(s) where clarity is sought in the bid proposal.

10.3. Any communication to an official or a person acting in an advisory capacity for USAASA in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

10.4. All communication between the Bidder(s) and USAASA must be done in writing.

10.5. Whilst all due care has been taken in connection with the preparation of this bid, USAASA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. USAASA, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

10.6. If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by USAASA (other than minor clerical matters), the Bidder must promptly notify USAASA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford USAASA an opportunity to consider what corrective action is necessary (if any).

10.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by USAASA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

10.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the bid or the tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

10.9. The bidder must report any issues of fraud/bribery in relation to this bid to the USAASA Risk Management Office on telephone number 011 564 1600.

11. EVALUATION PROCEDURE

12.1 Bidders will be evaluated in three stages:

Stage 1 : Mandatory Requirements -----no points (compliant or non-compliant)

Stage 2 : Technical Evaluation ----- 100 points

Stage 3 : Price -----80 points

Stage 3 : B-BBEE -----20 points

12.2 Prospective bidders will be evaluated in accordance with the 80/20 preference point system, as prescribed in the Preferential Policy Framework Act 5 of 2000, Preferential Procurement Regulation of 2017 and approved USAASA Supply Chain Management Policy of 2019. Bidders who do not meet all the Mandatory Requirements will be disqualified and will not be considered for further evaluation on Technical / Functional Requirements. Only the criteria set out in Technical / Functional Criteria will be used to evaluate bids which have passed all other criteria.

12.3 Bidders who obtain 70 points and above out of a total of 100 points in Stage 2 (i.e. Technical Evaluation) will qualify to proceed to Stage 3 (Price and Preference Goals) evaluation wherein 80/20 preference points system will be used as follows: 80 points for price and 20 points for BBBEE status level contribution.

12. STAGE 1 – MANDATORY REQUIREMENTS

The Bidders must indicate compliance to mandatory requirements by ticking under Comply or Not Comply on the mandatory requirements. Documented proof of mandatory requirements must be attached to relevant Annexure. Bidders who do not comply with these mandatory requirements may be disqualified as the Bids will be rendered non-responsive.

Failure to submit the requirements outlined in 13.1 and 13.2 may render your bid as non-responsive and it may be disqualified.

If you were previously contracted to USAASA for installation and have not returned and still have Set-Top-Boxes in your possession at the time of submitting your bid proposal will lead to your bid proposal being disqualified. (Proof of or reimbursement should be provided)

Bidders who are in a legal dispute with USAASA are permitted to bid however they will be excluded from participating in the project

should they be appointed to the panel until such time the matter with USAASA has been settled.

13.1 REQUIRED DOCUMENTS

Bidders must indicate with a tick ✓ to indicate whether they have complied with the requirement or not.

Mandatory	Comply	Not Comply
The bidder must submit a police clearances certificates or proof that they have applied for police clearances. Only bidders with police clearance certificates who are appointed to the panel will be allocated installation jobs. (All bidders and appointed installers to submit police clearance certificates). Annexure A: Valid Police Clearance certificate or proof of application for Police Clearance		
The Bidder must provide an accreditation certificate for each installer, the accredited installer must accredited by a recognized institution and must attach proof thereof to Annexure B: Valid and certified Installer Accreditation certificates		
The bidder must provide a signed letter of commitment to comply to the installation specification as provided in Annexure D of this document		
A Letter signed by the ward counsellor (on the Provinces letterhead) / proof of address in the form of a municipal account etc. (list of Installers / Installer Companies that are contracted / subcontract to be completed - Annexure E)		

13.2 BIDDERS CONFIRMATION OF COMPETENCE FOR INSTALLATIONS

13.2.1. COMPANY DETAILS TO BE COMPLETED BY THE BIDDER

1.	Company Name			
2.	CK Registration Number			
3.	CSD Number			
4.	Company Representative			
5.	Main Contact Number			
6.	Email Address			
7.	Business type ²	Sole Proprietor		Company

13.2.2. TOOLS FOR TRADE

If you are an Installer Company/installer: Please Complete YES or NO by a tick ✓

		YES	NO
1.	Do you have own tool box with spanners, screwdrivers, pliers, socket set, hammer drill, hammer, drill-bits (all types), etc. for installation?		
2.	Do you have own transport or access to reliable transport that is secured?		
3.	Do you have a signal strength meter for both aerial and satellite dish installations?		
4.	Do you know how to correctly attached connectors to installation cables?		

² Select appropriate business type by ticking either of the two types of business

5.	Do you have a ladder?		
6.	Do you have a smart cell phone?		

13.2.3. EXPERIENCE

	ITEM DESCRIPTION	ANSWER
1.	Do you have prior experience in Set-Top-Box installations?	
2.	If the above answer is Yes, provide three working contact numbers for the citizens you have installed for. Provide proof in form of pictures of the installations done. If the above answer is No, please indicate why (e.g. you have only completed your training). The training date reflected on the Accreditation certificate will be utilised to verify this.	
3.	Do you know how to use the location-based coverage information available at http://cispub.sentech.co.za	
4.	Do you understand the signal polarization difference? State how they differ and what it means for the antenna? Provide details.	
5.	Do you know how to peak an antenna to obtain the optimal received signal during installation? Please explain the process.	

NB: The bidder should note that the information provided above will be incorporated in the contract between USAASA and the bidder by reference and that USAASA relies upon the bidder's bid proposal as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

13. STAGE 2 - EVALUATION CRITERIA

13.1. The evaluation will be done based on the functionality of the scope of the bid. The functionality threshold is 70 points. Bidders who score less than 70 points will be disqualified.

NO.	ELEMENT	WEIGHT	SCORE
A)	TECHNICAL	100	
1	<p>Demonstrate technical ability on how to conduct the installation and hand over to the household.</p> <p>No description = 0 incomplete description = 15 End to end description = 40</p> <p>To respond to the above, take into consideration the following questions.</p> <ul style="list-style-type: none"> • how will you do an installation? • what will you do if the household structure is not solid for the installation? • What will you do if the STB equipment does not work? • How would you close off the installation? 	40	
2	<p>Base of Operations</p> <p>Is the bidder nationally, provincially or district or locally- based?</p> <ul style="list-style-type: none"> • National = 0 • Provincial = 5 • District municipality = 15 • Local municipality = 20 <p>If you are a sole proprietor, you are considered an installer company and will be evaluated accordingly to your registered address and completed annexures A and E.</p>	20	
3	<p>Locality of Installers</p> <p>Are the installers nationally, provincially, district or locally- based?</p> <ul style="list-style-type: none"> • National = 0 • Provincial = 5 • District = 20 • Local = 40 	40	

	If you are a sole proprietor, you are considered an installer and if you are an installer company that has sub-contracted installers you will be evaluated according to completed annexures A and E.		
B)	TOTAL	100	

13.2. Only bidders who score 70 points and above from this stage will be evaluated on pricing and BBBEE. Pricing is based on the predetermined price outlined on section 5.1.1 and 5.1.2. of these terms of reference.

14. STAGE 3: PRICE AND BBBEE STATUS LEVEL OF CONTRIBUTION

14.1. Evaluation in terms of the 80/20 preference point system.

Only bids that achieve the minimum threshold of 70 points for functionality will be evaluated further in accordance with 80/20 preference point system prescribed in Preferential Procurement Regulations 5 and 6.

Bidders are not required to quote on the installation fee. All bidders will score 80 points for price, based on the predetermined prices as outlined in section 5.1.1 – R456 vat inclusive and 5.1.2 – R406.00 vat inclusive.

B-BBEE will be calculated based on the B-BBEE points a bidder claims in line with their submitted valid B-BBEE certificate or sworn affidavit for EME's or QSE's.

14.1.1. Step 1: Calculation of points for price

The formula to be utilized when calculating points scored for price, is as follows: -

The 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million will be used.

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

Where -

- P_s = Points scored for price of tender under consideration;
- P_t = Price of tender under consideration; and
- P_{\min} = Prices of lowest acceptable bid.

The maximum possible score that can be achieved for price is 80 points.

14.1.2. Step 2: Calculation of points for B-BBEE status level of contributor

B-BBEE score shall be calculated out of 20 points in accordance with the table below:

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

NB: Bidders are required to, together with their bids to submit original and valid B-BBEE status level verification certificates or valid and certified Affidavit to substantiate their B-BBEE rating claims on SBD 6.1. A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score 0 out of maximum of 20 points for B-BBEE.

Note: No preference will be awarded without submitting of a valid B-BBEE certificate or a consolidated B-BEE Certificate in case of a Joint Venture, Trust or Consortium and total points scored will be calculated by adding points scored for price and B-BBEE Contributor Level.

15. SUBMISSION OF BIDS

15.1. One (1) original copy and four (4) copies of the functional bid proposal must be submitted in a sealed enveloped labelled **“Functional Proposal”**.

15.2. The bidder must submit a letter of commitment stating that they agree to contract with USAASA for the installations at the predetermined prices of R456 for DTT and R406 for DTH vat inclusive. The letter must be submitted with the bid proposal.

15.3. USAASA may request clarification or further information regarding any aspect of the bid proposal and/or bidder.

15.4. Bid Proposals in hard copy must be hand delivered at the USAASA Head Office :

Physical Address

94 Bekker Road

Building 1, Thornhill Office Park

Vorna Valley,

Midrand, 1686

NB: The person submitting the bid proposals must ensure that they sign the SCM Bid Submission Register.

NB: No late submission of bid proposals will be considered.

Annexure A – List of SAPO branches nationally in operation in the Northern Cape Province

PROVINCE	DISTRICT MUNICIPALITY	LOCAL MUNICIPALITY	BRANCH NAME	INSTALLATION SERVICE TO BE RENDERED (Only indicate "Yes" where applicable)
Northern Cape	Frances Baard	Dikgatlong	Delportshoop	
Northern Cape	Frances Baard	Dikgatlong	Barkly West	
Northern Cape	Frances Baard	Magareng	Warrenton	
Northern Cape	Frances Baard	Phokwane	Jan Kempdorp	
Northern Cape	Frances Baard	Phokwane	Magogong	
Northern Cape	Frances Baard	Phokwane	Hartswater	
Northern Cape	Frances Baard	Phokwane	Pampierstad	
Northern Cape	Frances Baard	Sol Plaatjie	Kimberley	
Northern Cape	Frances Baard	Sol Plaatjie	Hadisonpark	
Northern Cape	Frances Baard	Sol Plaatjie	Modderrivier	
Northern Cape	Frances Baard	Sol Plaatjie	Beaconsfield	
Northern Cape	Frances Baard	Sol Plaatjie	Pescodia	
Northern Cape	Frances Baard	Sol Plaatjie	Galeshewe	
Northern Cape	Frances Baard	Sol Plaatjie	Mankurwane	
Northern Cape	John Taolo Gaetsewe	Gamagara	Olifantshoek	
Northern Cape	John Taolo Gaetsewe	Gamagara	Kathu	
Northern Cape	John Taolo Gaetsewe	Ga-Segonyana	Kuruman Central	
Northern Cape	John Taolo Gaetsewe	Ga-Segonyana	Kuruman	
Northern Cape	John Taolo Gaetsewe	Ga-Segonyana	Bathlaro	
Northern Cape	John Taolo Gaetsewe	Ga-Segonyana	Mothibistat	
Northern Cape	John Taolo Gaetsewe	Joe Morolong	Hotazel	
Northern Cape	John Taolo Gaetsewe	Joe Morolong	Santoy	
Northern Cape	Namakwa	Hantam	Brandvlei	
Northern Cape	Namakwa	Hantam	Nieuwoudtville	
Northern Cape	Namakwa	Hantam	Loeriesfontein	
Northern Cape	Namakwa	Hantam	Calvinia	
Northern Cape	Namakwa	Karoo Hoogland	Sutherland	
Northern Cape	Namakwa	Karoo Hoogland	Williston	
Northern Cape	Namakwa	Karoo Hoogland	Fraserburg	
Northern Cape	Namakwa	Khai-Ma	Pofadder	
Northern Cape	Namakwa	Nama Khoi	Kleinsee	

Northern Cape	Namakwa	Nama Khoi	Steinkopf	
Northern Cape	Namakwa	Nama Khoi	Springbok	
Northern Cape	Namakwa	Richtersveld	Alexanderbay	
Northern Cape	Namakwa	Richtersveld	Port Nolloth	
Northern Cape	Pixley Ka Seme	Emthanjeni	Britstown	
Northern Cape	Pixley Ka Seme	Emthanjeni	De Aar	
Northern Cape	Pixley Ka Seme	Kareeberg	Vanwyksvlei	
Northern Cape	Pixley Ka Seme	Kareeberg	Carnarvon	
Northern Cape	Pixley Ka Seme	Renosterberg	Vanderkloof	
Northern Cape	Pixley Ka Seme	Renosterberg	Petrusville	
Northern Cape	Pixley Ka Seme	Siyancuma	Griekwastad	
Northern Cape	Pixley Ka Seme	Siyancuma	Douglas	
Northern Cape	Pixley Ka Seme	Siyathemba	Prieska	
Northern Cape	Pixley Ka Seme	Siyathemba	Marydale	
Northern Cape	Pixley Ka Seme	Themelihle	Hopetown	
Northern Cape	Pixley Ka Seme	Ubuntu	Victoria West	
Northern Cape	Pixley Ka Seme	Umsonbuvo	Noupoort	
Northern Cape	Pixley Ka Seme	Umsonbuvo	Richmond (N Cape)	
Northern Cape	Pixley Ka Seme	Umsonbuvo	Colesberg	
Northern Cape	ZF Mgcawu District	Dawid Kuiper	Upington	
Northern Cape	ZF Mgcawu District	Dawid Kuiper	Mier	
Northern Cape	ZF Mgcawu District	Dawid Kuiper	Louisvaleweg	
Northern Cape	ZF Mgcawu District	Dawid Kuiper	Oranjekruin	
Northern Cape	ZF Mgcawu District	Dawid Kuiper	Paballelo	
Northern Cape	ZF Mgcawu District	Kai! Garib	Kenhardt	
Northern Cape	ZF Mgcawu District	Kai! Garib	Kakamas	
Northern Cape	ZF Mgcawu District	Kai! Garib	Keimoes	
Northern Cape	ZF Mgcawu District	Kai! Garib	Augrabies	
Northern Cape	ZF Mgcawu District	Kgatelopele	Lime Acres	
Northern Cape	ZF Mgcawu District	Kgatelopele	Danielskuil	
Northern Cape	ZF Mgcawu District	Kheis	Groblershoop	
Northern Cape	ZF Mgcawu District	Tsantsbane	Postmasburg	

Annexure B: DTT Insurance Claims Form

Name of Reporting Person		
Contact nr		
Date of incident/discovery		
Time of incident		
Business Name of Installer Contractor		
Vendor nr of Installer		
Contact Person of Installer		
Contact details of Installer: Mobile nr and e mail address		
Address where incident took place		
SAPS: Police Station where case reported		
SAPS: Investigation Officer name		
SAPS: Contact details: Mobile nr and e mail address of Investigation Officer		
SAPS: Case number		
Post Office name and Province from where stock was collected		
List of items stolen/damage	Type of STB	Serial Nr
Detail description that cause loss/damage		

I hereby acknowledge that, after consideration of the facts, the statement of events made above is to my knowledge and believe true.

Name of Claimant:

Signature of Claimant:

Annexure C: STB Issues - Proof of delivery of bulk STB equipment to allocated installer company



STB Issues - Proof of delivery of bulk STB equipment to allocated installer company

Proof of delivery of bulk STB equipment to allocated installer company: ABC ELECTRONICS PTY LTD., Branch: POFADDER, Period: 2018/10/07 02:16:00 PM 2018/10/22 10:14:00 AM

Distribution Number	Issue Date	Customer ID number	Customer Name	Call Number	Installation Company	Box Type	STB Serial Number	Antenna/Dish Serial Number	LNB Serial Number	Address	Signature : Installer
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Summary

Acknowledge receipt of above	
NAME OF INSTALLER	
ID NUMBER OF INSTALLER	
ACCREDITATION NUMBER OF INSTALLER	
NAME OF INSTALLATION COMPANY	
DATE	

Proof of delivery of bulk STB equipment to allocated installer company: ABC ELECTRONICS PTY LTD., Branch: POFADDER, Period: 2018/10/07 02:16:00 PM 2018/10/22 10:14:00 AM On : 22 Oct, 2018 10:18:49 By : ADMIN Page: 1

Annexure D: Digital Terrestrial Television (DTT) Set-Top-Box Installation Specification

I. ABBREVIATIONS, ACRONYMS AND DEFINITIONS

Abbreviations & Acronyms	Description
AV	Audio Video
BER	Bit Error Rate
dB	Unit for Signal Strength
dB/m	Unit for Field Strength
DTT	Digital Terrestrial Television
DVB-T2	Digital Video Broadcasting – Second Generation Terrestrial
GIS	Geographical Information System
HDMI	High-Definition Multimedia Interface
MER	Modulation Error Ratio
MUX	Multiplexer
RF	Radio Frequency
SABC	South African Broadcast Corporation
STB	Set-Top-Box (Decoder)

1. EXECUTIVE SUMMARY

This document contains the minimum installation specification requirements for domestic Digital Terrestrial Television (DTT) installations based on the Digital Video Broadcasting – Second Generation Terrestrial (DVB-T2) standard on SENTECH's network.

• INSTALLATION

This section provides a basic installation guide as well as the minimum requirements for the installation material to be used for installation.

.1. ANTENNA POSITION

The antenna mounting location and physical position on the building shall be identified based on the following:

- Determining the direction and polarization from which the best DVB-T2 signal will be received on the customer premises by utilizing the Sentech coverage information system at the following website: <http://cispub.sentech.co.za>;
- Identify an appropriate mounting position which would allow the antenna aperture to have clearance of obstacles in close proximity relative to the antenna (e.g. tall buildings, trees etc.). Crossing of

building roof-tops in close proximity to the antenna should be avoided where possible since it might create multipath which would result in Set-Top-Box (STB) demodulation failures;

- Ensure that the mounting position would allow a coaxial feeder cable to be installed, without major complications, enabling it to provide access to the location in the building where the viewer require the service;
- The identified position would be verified by conducting a DVB-T2 reception test measurement utilizing an antenna on an extendable pole and a DVB-T2 measurement tool. Signal reception should be verified by conducting a 360° rotational scan of the signals received in the area. Direction of the best signal should then be determined and special caution taken not to identify a reflection as an option. The Signal level should be at least 28 dB (52 dB/m) or higher and the Modulation Error Ratio (MER) either equal or above 22 dB's.

.2. ANTENNA MOUNTING

The antenna mast and mounting shall comply toward the following minimum requirements:

- The antenna mast should preferably consist of a round aluminium tube 22mm x 1.2mm x 2000mm capable to provide sufficient clearance to allow the antenna to be mounted above the lowest part of the roof. If practical problems are experienced and there is a need to divert from this type of installation the project manager need to be informed.
- A rust-resistant Tripod Wall Bracket (Hot dip, Galvanized) providing minimum distance of 47cm from wall to pole mounting positions shall be used to properly secure the mast with 10mm coach screws and plugs to the outer wall of the building. If there is a requirement to deviate from this type of installation the project manager need to be notified prior to the installer continuing with the installation.
- The bracket and antenna pole should be mounted utilizing a water-level to ensure that both the bracket and pole it orientated properly in a vertical position;

.3. ANTENNA EARTHING

When installations are conducted in high lightning probability areas a proper earthing shall be installed which shall comply toward the following minimum requirements):

- The antenna bracket or pole shall be properly connected to the building-earth via a copper cable (if building earth is available);
- In cases where there is no building-earth available an earth spike shall be installed as close as possible to the nearest grounding position and the antenna bracket and pole properly connected to it via a copper cable;

.4. ANTENNA INSTALLATION

Antenna installation shall comply with the following minimum requirements:

- Once the antenna direction and polarization is determined by accessing the Sentech coverage information system (website: <http://cispub.sentech.co.za>), preliminary measurements shall be conducted with to verify signal reception based on the bearing and polarization provided by the coverage information system;
- A UHF Wideband antenna shall then be installed on the antenna mounting at the correct bearing and polarization and adjusted to ensure optimum signal reception performance based on signal level and MER;
- Antenna measurement results (directly on antenna) with regard to the antenna coordinate, direction, polarization, signal level (dB / dB) and the Modulation Error Ratio (MER) (dB) shall be captured and provided on the installation conformance report (**Section 2 below**);
- Once the measurement results indicate and proof that the signal reception is adequate (signal level and MER) on the correct bearing and polarization the installer shall then commence with the installation. If the measurement results indicate inadequate signal reception the installer shall then contact the DTT Call Centre and highlight the problems experienced.
- Antenna polarization can be changed by changing the horizontal orientation of the antenna as indicated in the **Figure 1**.

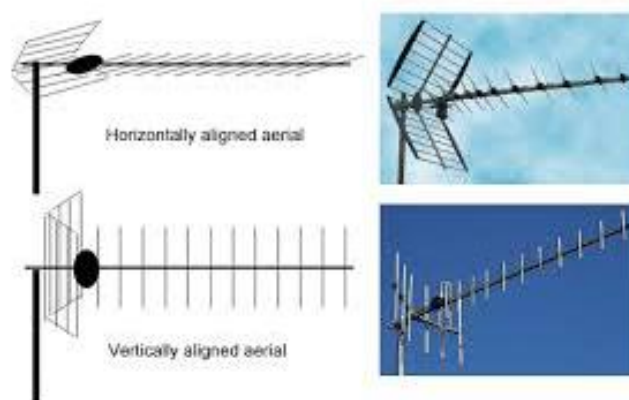


Figure 1: Antenna polarisation (Horizontal and Vertical).

.5. COAXIAL CABLE INSTALLATION

Coaxial cable installation:

- RG6 rated coaxial cable shall be used (preferably white color);
- Cable installations shall be neat and secure and should have no cable joints except for the connection on the antenna and on the wall mounted socket;
- Once the cable is connected to the TV antenna balun it shall be properly water-proofed to prevent water penetration by either using the rubber sleeve (if provided) or by using the self-vulcanising tape;
- Cable entry points in buildings shall be properly and neatly filled (where required) with appropriate filler to ensure there is no water penetration;
- The location of the antenna and cable installation will be jointly determined by the installer and the viewer / customer.

.6. INDOOR CONNECTION-POINT

Indoor connection-point installation:

- RG6 rated coaxial cable shall be used (preferably white color) with sufficient length to connect to the Set-Top-Box (STB) position and shall consist of an F-type male connector;
- Both signal level (dB μ V / dBm) and Modulation Error Ratio (MER) (dB) shall be measured and recorded at the STB connection point and recorded in the conformance report (**Section 2 below**);

.7. SET-TOP-BOX (STB)

Set-Top-Box installation:

- The Set-Top-Box (STB) shall be installed at the location indicated by the viewer/customer;
- Electrical power supply connections to the box shall be installed neatly and where required an additional adapter shall be provided;
- The RG6 rated cable be neatly connected to the STB;
- An HDMI cable shall be connected between the STB and the TV/monitor. Only in exceptional cases (e.g. no HDMI available on TV/monitor) should the installation of RCA cables be considered;
- Once the STB is connected and powered-up the frequency spectrum shall be scanned, received signal level and signal quality (%) shall then be noted on the conformance report (**Section 2**);
- Basic functionality of the STB shall be tested and the functioning of the MUX1 services verified. In areas where there is a MUX2 presence the e.tv services should also be verified. Basic functional evaluation findings shall be noted on the conformance report (**Section 2**);

.8. BASIC LAYOUT OF INSTALLATION

The diagram below provides a basic layout of the DTT STB receive system installation.

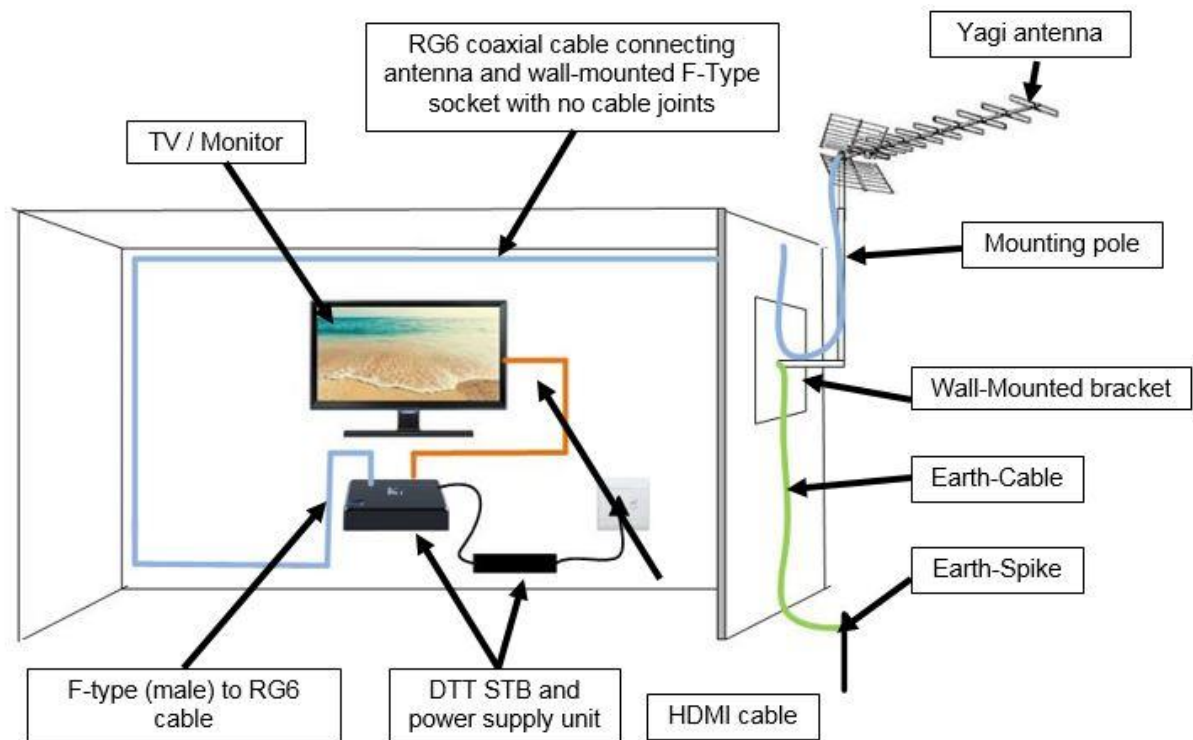


Diagram 1: Basic DTT STB receive system installation layout.

- INSTALLATION REPORT

DTT - STB RECEIVER INSTALLATION REPORT

Customer Name: _____

Customer Address: _____

STB Serial number: _____ (e.g. S/N:103080)

Installation Date: _____ (Date Installed)

Comments: _____

Completed By: _____ Designation: _____

Signature: _____ Project number: _____

ACCEPTANCE:

Customer: _____ Sign: _____ Date: _____
Name: _____

DTT - STB RECEIVER INSTALLATION REPORT

INSTALLATION DETAILS

SECTION A: PRELIMINARY SIGNAL VERIFICATION RESULT

- A1. PRELIMINARY SIGNAL VERIFICATION ON CISPUB
(<http://cispub.sentech.co.za>)
- A2. CISPUB - INDICATE DTT COVERAGE (If no DTT coverage - contact project manager and don't attempt to continue)
- A3. IF A2 = YES, INDICATE GPS LOCATION INFORMATION (Degrees, Minutes & Seconds)
- A4. IF A2 = YES, INDICATE TOWER NAME
- A5. IF A2 = YES, INDICATE BEARING
- A6. IF A2 = YES, INDICATE POLARIZATION
- A7. IF A2 = YES, INDICATE FREQUENCY

	Yes / No	
	Yes / No	
Deg	Min	Sec
Degrees from north		
Vertical (V) Horizontal (H)		
Hz		

SECTION B: DTT SIGNAL MEASUREMENT (With Measurement System – Prior to Installation)

- B1. SIGNAL RECEIVED & DECODABLE
- B2. IF B1 = YES, DETERMINE RECEIVE SIGNAL BEARING
- B2. IF B1 = YES, RECEIVE SIGNAL POLARIZATION
- B3. IF B1 = YES, MEASURED SIGNAL LEVEL
- B4. IF B1 = YES, MEASURED SIGNAL MER
- B5. IF B1 = YES, MEASUREMENT SYSTEM ANTENNA HEIGHT
- B6. IF B1 = YES, TYPE ANTENNA USED
- B7. IF B1 = YES, TYPE MEASUREMENT TOOL USED

	Yes / No (If No DTT signal - contact project manager and do not attempt to continue)
	Degrees from North
	Vertical (V), Horizontal (H)
	dBµV or dBm (Indicate Unit)
	dB
	Meters Above Ground Level
	Make, Model & Gain
	Make & Model

SECTION C: ANTENNA INSTALLATION (Once A & B are completed - Continue)

- C1. IF A2 = YES, INDICATE GPS LOCATION INFORMATION (Degrees, Minutes & Seconds)
- C2. ANTENNA BEARING
- C3. ANTENNA POLARISATION
- C4. MEASURED SIGNAL LEVEL
- C5. MEASURED SIGNAL MER
- C6. INSTALLATION HEIGHT
- C7. TYPE ANTENNA INSTALLED
- C8. TYPE BRACKET USED
- C9. BRACKET INSTALLATION LEVEL
- C10. TYPE POLE USED
- C11. EARTHING INSTALLED (if required)

Deg	Min	Sec
Degrees from North		
Vertical (V), Horizontal (H)		
dBµV or dBm (Indicate Unit)		
dB		
Meters Above Ground Level		
Make, Model & Gain		
Specify		
Yes = ✓, No = X		
Specify		
Yes = ✓, No = X, Not Required = n/a		

DTT - STB RECEIVER INSTALLATION REPORT

SECTION D: FEEDER CABLE INSTALLATION

- | | | |
|---|--------------------------|---------------------------------------|
| D1. CONFIRM FEEDER CABLE IS AN RG6 CABLE | <input type="checkbox"/> | Yes = ✓, No = X |
| D2. LENGTH OF FEEDER CABLE | <input type="checkbox"/> | Meters (m) |
| D3. CONNECTED AND SEALED ON ANTENNA | <input type="checkbox"/> | Yes = ✓, No = X |
| D4. BUILDING ENTRY POINT SEALED (If applicable) | <input type="checkbox"/> | Yes = ✓, No = X, Not applicable = n/a |
| D5. RG6 CABLE NEATLY INSTALLED | <input type="checkbox"/> | Yes = ✓, No = X |
| D6. RG6 F-TYPE CONNECTOR/S PROPERLY CONNECTED | <input type="checkbox"/> | Yes = ✓, No = X |

SECTION E: INTERNAL CONNECTION-POINT MEASUREMENT (On STB RF Connector)

- | | | |
|---|--------------------------|-----------------------------|
| E1. MEASURED SIGNAL LEVEL ON F-TYPE CONNECTOR | <input type="checkbox"/> | dBµV or dBm (Indicate Unit) |
| E2. MEASURED SIGNAL MER ON F-TYPE CONNECTOR | <input type="checkbox"/> | dB |

SECTION F: STB INSTALLATION

- | | | |
|---|--------------------------|---------------------------------|
| F1. STB INSTALLED | <input type="checkbox"/> | Yes = ✓, No = X |
| F2. POWER CABLE INSTALLED | <input type="checkbox"/> | Yes = ✓, No = X |
| F3. HDMI CABLE INSTALLED (If other indicate e.g. RCA) | <input type="checkbox"/> | Yes = ✓, No = X, Other e.g. RCA |
| F4. STB CONNECTED TO RG6 CABLE | <input type="checkbox"/> | Yes = ✓, No = X |

SECTION G: STB INSTALLATION

- | | | |
|---|--------------------------|-----------------|
| G1. FREQUENCY SPECTRUM SCANNED | <input type="checkbox"/> | Yes = ✓, No = X |
| G2. SIGNAL LEVEL INDICATED BY STB | <input type="checkbox"/> | |
| G3. SIGNAL QUALITY INDICATED BY STB | <input type="checkbox"/> | % |
| G4. STB FUNCTIONALITY TESTED | <input type="checkbox"/> | Yes = ✓, No = X |
| G5. STB FUNCTIONALITY EXPLAINED TO VIEWER | <input type="checkbox"/> | Yes = ✓, No = X |

SECTION H: GENERAL COMMENTS

Annexure E: List of Installers

No.	Installer Name	ID number	Accreditation number	Physical address as per letter signed by ward counselor/ municipal account	Police clearance? <ul style="list-style-type: none"> Valid Police Clearance certificate or proof of application for Police Clearance 	Area of Operation	Indicate whether installer is the main contractor or a sub-contractor.
a.	Daisy Maraba		XXXXXXXXXXXX	12 Mangaung Street	Valid	Mangaung	
b.	Phumi Mtimkulu		XXXXXXXXXXXX	14 Mathjabeng Street	Applied	Lejweleputswa	
1							
2							
3							
4							
5							
6							
7							
8							
9							

10							
11							
12							
13							
14							
15							

NB: If your list is more than 15 make additional copies to this list and label them for example as follows (1 of 3; 2 of 3; 3 of 3 if you have 3 lists).

Annexure F

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.”
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.”

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

Part 4 – Annexure 1

Government Procurement

General Conditions of Contract and Special Conditions of Contracts

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) Ensure that clients are familiar with the rights and obligations of all parties involved in doing business with government.

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment

17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions.

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified

site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

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

2. Application.

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

3. General.

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

4. Standards.

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

5. Use of contract documents and information; inspection.

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

6. Patent rights.

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses.

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

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

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

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

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

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

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

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

9. Packing.

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance.

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

12. Transportation.

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

13. Incidental services.

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts.

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

- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts.

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

21. Delays in the supplier's performance

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

- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser; (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

and

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

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

29. Governing language

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

30. Applicable law

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

31. Notices.

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

32. Taxes and duties

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

33. National 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.
- 34.1 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 Prohibition of Restrictive practices

- 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.

Part 4 – Annexure 2
Government Procurement
Special Conditions of Contracts

a) Selection of company/ resources when required

USAASA reserves the right to appoint one or more bidders for a single task mission. Bidders should adhere to this condition.

b) Intellectual property rights and ownership of material

All intellectual property rights relating to any work produced by the service provider in relation to the performance of this Contract shall belong to **USAASA**. The service provider shall give **USAASA** every assistance in protecting such intellectual property rights. All material, in paper, electronic or any recorded format produced by the service provider in the performance of this Contract shall remain the property of **USAASA** and must be handed over to **USAASA** within one month of the completion of the contract.

All service providers undertake not to infringe the intellectual property of third parties. Should any action or claim be instituted against the **USAASA** emanating from an infringement of intellectual property or an alleged infringement of intellectual property, the service provider hereby indemnify **USAASA** against such claims or actions as well as all costs (including legal costs on an attorney and client scale).

c) Amendments and variation

The terms of reference together with the offer made by the Service Provider and the acceptance thereof by **USAASA**, as well as the General Conditions of Contract shall constitute the formal agreement between **USAASA** and the Service Provider. No amendment of this agreement, variation, waiver, relaxation or suspension of any of the provisions thereof shall have any force or effect, unless reduced to in writing and signed by both parties.

d) Settlement of Disputes

All disputes will be settled within a period of 14 days through mediation proceedings.

e) Indemnity

“The Service Provider shall indemnify **USAASA** against any claims for injury, loss or damage suffered during the assessment of a disaster.”

f) Ad hoc assessments

Assessments of the performance of the service provider will be conducted on an adhoc basis. If there is dissatisfaction with the performance, written notice outlining the deficiencies will be provided to the service provider who will have two weeks to rectify the deficiency, failing which the contract will be terminated.

g) Termination of the contract

- i. Service Provider must start to work on the Project 24 hrs after an approval of a project has been granted.
- ii. If the service provider does not start to work on the project and after 14 days' written notice addressed to his domicilium address to start still fails to start on the project, this contract may be cancelled forthwith.
- iii. This contract may be cancelled for reasons **other** than poor performance or breach of contract, by giving the service provider 14 days' written notice to rectify or address the cause of concern where-after **USAASA** shall have the right to summarily cancel the contract upon written notice to the service provider.

iv. Depending on the assessments done the Project Manager and Manager SCM under paragraph g(iii) above, the service provider may in writing be required to rectify his/her poor performance, failing which the contract with the service provider will be terminated.

h) Communication

All communication must be done via Project Manager and Manager SCM who is the designated contract officer of **USAASA** responsible for the management of the contract together with the Project Manager.

Part 4 - Annexure 3
PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: USAF-POINC/03/2019
CLOSING TIME 11:00	CLOSING DATE: 28 NOVEMBER 2019

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

NB: USE ONLY BLACK INK, TO FILL IN THIS FORM

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	1. The accompanying information must be used for the formulation of proposals.	
	2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	<u>R456.00 (Vat Inclusive) per DTT STB Installation</u>
		<u>R406.00(Vat Inclusive) per DTT STB Installation</u>
	6. Period required for commencement with project after acceptance of bid
	7. Estimated man-days for completion of project

SIGNATURE

DATE

CAPACITY

Part 4 – Annexure 4
Declaration of Interest

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, 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-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

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.

¹"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; or
- (e) Parliament.

2" Shareholder" means a person who owns shares in the company and is actively involved in the management of

the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake
remunerative work outside employment in
the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid **YES / NO**
document?

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

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

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

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....
.....
.....

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

2.10.1 If so, furnish particulars.
.....
.....
.....

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

2.11.1 If so, furnish particulars:
.....
.....
.....

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

Full Name	Identity Number	Personal Reference Number	Tax State Number	Employee / Persal Number

4 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 bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2
 - a) The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- 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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2

Non-compliant contributor	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 20 points)
 (Points claimed in respect of paragraph 7.1 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 Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
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:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has 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 result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

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Part 4 – Annexure 6

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- 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.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	o
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes <input type="checkbox"/>	o <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	o <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	o <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	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 <input type="checkbox"/>	o <input type="checkbox"/>
4.4.1	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 Bidder

Certificate of Independent Bid Determination

SBD 9

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

DECLARATION THAT INFORMATION PROVIDED IN THIS BID IS TRUE, CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)

.....
WHO REPRESENTS (state name of bidder)

.....
AM AWARE OF THE CONTENTS CONTAINED IN THIS DOCUMENT, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE AUTHORISED REPRESENTATIVE

.....
NAME

.....
CAPACITY

DATE:.....

TENDER AWARDS

1. DISPUTES, OBJECTIONS, COMPLAINTS AND QUERIES

- a) Persons aggrieved by decisions or actions taken by USAASA in the implementation of its supply chain management system, may lodge within 21 days of the decision or action, a written objection, complaint, query or dispute against such decision or action.
- b) Objections, complaints, queries or dispute must be submitted in writing to the Senior Manager SCM:
Supply Chain Management System, USAASA, PO Box 12601, Vorna Valley, 1686
or be handed in personally to the Senior Manager: Supply Chain Management, USAASA, Building 1, Thornhill Office Park, Midrand, Vorna Valley, 1686.

2. APPEALS

- a) In terms of section 3 of the Promotion of Administrative Justice Act, 3 of 2000 a person whose rights or legitimate expectation are adversely affected by the decision taken by the Department in the implementation of its supply chain management system, has the right to be given adequate notice of the right to request reasons for such decision or maybe given an adequate notice of any right of internal appeal and a reasonable opportunity to make representations, within 21 days of the date of the notification of the decision.
- b) Appeals must be submitted in writing to the Senior Manager: Supply Chain Management, USAASA, Building 1, Thornhill Office Park, Midrand, Vorna Valley, 1686.

Such appeal must contain the following:

- (i) Reasons and /or grounds for the appeal.
- (ii) The way in which the appellant's rights have been adversely affected.
- (iii) The remedy sought by the appellant.

Where the person whose rights have been adversely affected cannot read or right, such person must solicit the assistance of any person to lodge the appeal or may solicit the assistance of any official of the Department to help him/her lodge such appeal.

3. RIGHTS TO APPROACH THE COURTS IN TERMS OF THE PROMOTION OF ADMINISTRATIVE JUSTICE ACT, 3 OF 2000 (PAJA) AND PROMOTION OF ACCESS TO INFORMATION ACT, 2 OF 2000 (PAIA)

A person who is aggrieved by the decision of the appeal tribunal of the Department, may institute proceedings in a court or tribunal for the judicial review of such administrative decision of the supply chain management systems in terms of section 6 of PAJA.

He/she may also request access to information in order to advance his/her proceedings in court.

- a) All legal processes and pleadings must be served on the Senior Manager Legal Services, USAASA, Building 1, Thornhill Office Park, Midrand, Vorna Valley, 1686.
- b) All request in terms of the Promotion of Access to Information must be submitted in writing to the Senior Manager Legal Services, USAASA, Building 1, Thornhill Office Park, Midrand, Vorna Valley, 1686.